Item 1: Cover Page

Singer Wealth Advisors LLC
Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Singer Wealth Advisors LLC. If you have any questions about the contents of this brochure, please contact us at (561) 998-9985 or by email at: keith@singerwealth.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Singer Wealth Advisors LLC is also available on the SEC's website at www.adviserinfo.sec.gov. Singer Wealth Advisors LLC.'s CRD number is: 317218.

1515 S. Federal Highway, #302
Boca Raton, FL 33432
(561) 998-9985
www.singerwealth.com
keith@singerwealth.com

Registration does not imply a certain level of skill or training.

Version Date: 07/15/2026

Item 2: Material Changes

Since the last annual update to this brochure, dated January 2026, we have made the following changes.

Updated the Principal Owner

We updated our ownership disclosure to reflect that Singer Wealth Holdings, LLC is now the principal owner of Singer Wealth Advisors, LLC, and that Keith Singer serves as the Managing Member of Singer Wealth Holdings, LLC.

Other Financial Industry Activities and Affiliations

We updated Item 10 to reflect our current ownership structure, including Singer Wealth Holdings, LLC as the principal owner of Singer Wealth Advisors, LLC. We also enhanced disclosures regarding certain outside business activities and affiliated entities of Keith Singer, including legal, insurance, and tax and accounting services, together with the related conflicts of interest and how those conflicts are addressed.

Third-Party Ratings and Testimonials

We updated Item 14 to clarify our use of testimonials, endorsements, and third-party ratings, including ratings published on independent review platforms. The updated disclosure describes the regulatory requirements applicable to these communications, including required disclosures regarding compensation, conflicts of interest, and other information necessary to prevent such communications from being misleading.

Item 3: Table of Contents

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Item 4: Advisory Business

Business Description

Our advisory firm is an SEC registered investment advisory firm. Registration with the SEC does not imply a certain level of skill or training. We provide investment advisory services to individuals, high-net-worth individuals, corporations, and pension and profit-sharing plans concerning various securities, including mutual funds, fixed income securities, real estate funds (including REITs), insurance products including annuities, equities, ETFs (including ETFs in the gold and precious metal sectors), treasury inflation protected/inflation linked bonds, structured notes, options, commodities and non-U.S. securities. As a registered investment advisor, we are held to the highest standard of client care – a fiduciary standard. As a fiduciary, we always put our clients' interests first and must fully disclose any potential conflict of interest. We do not directly hold customer funds or securities and all transactions are sent to qualified custodians which execute, compare, allocate, clears, and settles them. Qualified custodians maintain our clients' accounts and can grant clients access to them.

A. Description of the Advisory Firm

Singer Wealth Advisors LLC. (Herein after "SWA") is a corporation organized in the State of Florida. We also market under the name Singer Wealth or Singer Wealth Advisors.

Singer Wealth Advisors, Inc, an S Corp, was formed in January 2014. In April 2021 Singer Wealth Advisors, Inc. became Singer Wealth Advisors, LLC. Singer Wealth Advisors, LLC became registered with the SEC November 2021. Registration with the SEC does not imply a certain level of skill or training.

The principal owner of Singer Wealth Advisors, LLC is Singer Wealth Holdings, LLC. Keith Singer serves as the Managing Member of Singer Wealth Holdings, LLC.

B. Types of Advisory Services

Portfolio Management Services

SWA offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. SWA creates an Investment Policy Statement for each client, which outlines the client's current situation (income, tax levels, and risk tolerance levels). Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

SWA evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. SWA will request discretionary authority from clients to select securities and execute transactions without permission from the client prior to each transaction. Risk tolerance levels are documented in the Investment Policy Statement.

SWA seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of SWA's economic, investment or other financial interests. To meet its fiduciary obligations, SWA attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, SWA's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is SWA's policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

Third Party Platforms

Singer Wealth Advisors offers advisory and sub-advisory services to other investment advisory firms, (RIA Clients). RIA clients use models offered by Third Party Money Managers for the allocation of their client (End Clients) portfolios.

Model Managers/Sub-Advisors

As part of our Asset Management Services, we are able to select or recommend the use of unaffiliated, third-party investment advisors serving as "Sub-Advisors" to manage all or a portion of your assets. Through these relationships we can direct the use of tactically managed strategies or managed models on their platform. The selection of Sub-Advisors is affected on a discretionary basis. This means we can "hire and fire" the Sub-Advisors from your account without consulting with you in advance.

Any Sub-Advisor recommended by us shall be registered or exempt from registration in your home state of residence. The decision to use a Sub-Advisor is always based on each client's individual needs. A complete description of the third-party investment advisor's services acting as Sub-Advisor, fee schedules and account minimums are disclosed in the third party investment advisor's Form ADV Disclosure Brochure which will be provided to clients at the time an agreement for services is executed and account is established with the Sub-Advisor, (if hired on a non-discretionary basis), or when we add or remove a Sub-Advisor from your account, (if selected on a discretionary basis).

Assignment of SWA Investment Advisory agreement may be made after investor's receipt of notification from Singer Wealth Advisors to investors identifying the proposed transaction. If notification is not received from investors within 60-days of receipt, SWA will presume no response is negative consent and will proceed with the transaction as described in notification sent.

We are always available to answer questions you may have regarding the portion of your account managed by the Sub-Advisor, and act as the communication conduit between you and the Sub-

Advisor. Sub-Advisors will take discretionary authority to determine the securities to be purchased and sold for your accounts managed by the Sub-Advisor. We will not utilize trading authority with respect to your Accounts(s) and/or assets managed by a Sub-Advisor.

Annuities

SWA holds limited power of attorney on clients' variable annuity accounts and is listed as Agent of record for fixed annuity products, both of which allow for the deduction of management fees as well as choosing and/or changing investment sub accounts. Annuities are generally held directly with the carrier.

Singer Wealth Advisors will recommend Advisory Fixed Income Annuities, which are subject to advisory fees. Clients should be aware that non-fee-based index annuities are available as an alternative. Clients should compare fee-based index annuities to similar commissionable products to determine what is in their best interest.

Private Placement Life Insurance (PPLI) and Private Placement Variable Annuities (PPVA)

We can manage or provide consulting services on PPLI & PPVA, which includes:

- Conducting due diligence on PPLI and PPVA offerings to identify suitable options for clients.
- Advising on the structure and allocation of PPLI and PPVA within client portfolios.
- Providing ongoing monitoring and management of PPLI and PPVA investments to align with client goals and risk tolerance.
- Offering guidance on the tax implications, fees, and risks associated with PPLI and PPVA.

PPLI and PPVAs are specialized financial products offering unique benefits for tax-efficient investing and estate planning for high-net-worth individuals. However, they come with complex features, fees, and risks that should be carefully considered. Investors are advised to work closely with their financial advisor, tax and legal professionals to understand these products fully. Before investing in PPLI or PPVA, investors should review the offering documents, understand the risks, and assess suitability for their financial goals and risk tolerance.

Initial Public Offering (IPO) & Pre- IPO

A Pre-IPO fund is a type of investment fund that focuses on investing in private companies that are expected to go public through an Initial Public Offering (IPO) in the future. These funds seek to capitalize on the potential for significant returns by investing in promising companies before they list their shares on a public stock exchange. Pre-IPO funds typically invest in companies during their earlier stages of development, often when they are still privately held and looking to grow rapidly. Determining the valuation of private companies can be challenging, but Pre-IPO funds employ various methods to estimate the company's worth before it goes public.

Financial Planning

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.

Services Limited to Specific Types of Investments

SWA does not generally limit its investment advice. Investment advice includes blue chip stocks, ETFs (including ETFs in the gold and precious metal sectors), mutual funds, fixed income securities, real estate funds (including REITs), insurance products (including annuities), equities, treasury inflation protected/inflation linked bonds, structured notes, and other alternative investments, commodities and non-U.S. securities, options and private investments. SWA will consider other investments that are not included in our investment models at the request of a client.

On occasion, Singer Wealth Advisors will offer non-publicly traded alternative investments to qualified investors. The standard Singer Wealth Advisors management fee will be assessed and will be documented in the advisory contract. Advisory fees are generally calculated using quarter-end valuations provided by third-party sponsors; such valuations may be delayed or subsequently updated.

On occasion, Singer Wealth Advisors will present a private lending opportunity to accredited investors. Documentation is provided to the potential investor by the mortgage company. This investment is purchased directly with the mortgage company; management fees will be collected from the associated Schwab account under SWA management. Asset will not appear in the Schwab account. The standard Singer Wealth Advisors management fee will be assessed and will be documented in the advisory contract.

Cash Management Account

Singer Wealth Advisors offers Cash Managed Accounts to investors with a household minimum initial investment of $250,000 in the strategy. Accounts may hold cash equivalent investments defined as: short-term investments with high credit quality and high liquidity including and not limited to cash, money markets, CDs, and short-term treasuries. A separate account will be established to isolate the client's short-term liquid cash needs. If at any time the client's cash needs change or there is a change in investment strategy as directed by the client, stating their choice to have SWA directly manage all or some of these assets, they understand and agree that the assets that SWA directly manages are charged at a higher rate as described in Exhibit II of the Investment Advisory + Selection And Monitoring Contract under SWA Directly Managed schedule of fees.

In the event an appropriate investment becomes available, the client is required to acknowledge the probability of a higher fee structure, and sanction and authorize the transfer of funds from the Cash Management Account to fund the new investment. Given Singer Wealth Advisors' fiduciary responsibility, the investment offered will be appropriate to the investors' risk tolerance, investment policy, and suitability, and warrant the higher fee schedule.

Qualified Retirement Plan Services

During the course of the annual service cycle, it is understood that Advisor may not perform each of the below services, as some services are offered on an as-needed basis. Specific services provided are indicated in the Qualified Retirement Plan Consulting Agreement as they relate to the Plan. It is understood that Advisor will be entitled to the full annual service fee regardless of whether all of the selected plan consulting services are needed on an annual basis.

Fiduciary Consulting Services

Investment Policy Statement Preparation. Advisor will assist Client in the development of an investment policy statement. The investment policy statement establishes the specific asset classes to be offered in the plan, as well as the criteria for selection and performance of each investment option for the Plan. The Client ultimately have the responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.

Non-Discretionary Investment Advice. Advisor will provide Client with general, non-discretionary investment advice regarding asset classes and investment options, consistent with the Plan's investment policy statement. Advisor will not have investment discretion nor any authority to add or remove investment options or trade securities in the Plan. Client will determine whether or not to implement Advisor's advice. The implementation of any of Advisor's advice will be solely the responsibility of Client

Investment Selection Services. Advisor will provide Client with recommendations of investment options consistent with ERISA section 404(c).

Investment Due Diligence Review. Advisor will provide client with periodic due diligence reviews of the Plan's reports, investment options and recommendations.

Investment Monitoring. Advisor will assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformation to the guidelines set forth in the investment policy statement. Additionally, the Advisor will make recommendations to maintain or remove and replace investment options. (Only available for assets custodied through Schwab)

Default Investment Alternative Advice. Advisor will provide non-discretionary investment advice to assist Client with the development of qualified default investment alternative(s) ("QDIA"), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. Client retains the sole responsibility to provide all notices to participants required under ERISA section 404(c)(5).

Individualized Participant Advice. Upon request from Client, Advisor will provide one-on-one advice to Plan participants regarding their individual situations. (Subject to suitability assessment and review)

Advisor acknowledges that in performing the fiduciary services listed above, that it is acting as a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 ("ERISA") for purposes of providing non-discretionary

investment advice only. Advisor will act in a manner consistent with the requirements of a fiduciary under ERISA for all services for which Advisor is considered a fiduciary under ERISA. However, Advisor (a) has no responsibility and will not (i) exercise any discretionary authority or discretionary control respecting management of Client's retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of Client's retirement plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of Client's retirement plan or the interpretation of Client's retirement plan documents, (b) is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the "Administrator" of Client's retirement plan as defined in ERISA.

Fiduciary Management Services

Discretionary Management Services. Advisor will provide Client with continuous and ongoing supervision over the designated retirement plan assets, as specified in the Agreement. Advisor will actively monitor the designated retirement plan assets and provide advice to Client regarding buying, selling, reinvesting or holding securities, cash or other investments of the Plan. Advisor has discretionary authority to make all decisions to buy, sell or hold securities, cash or other investments for the designated retirement plan assets in the sole discretion of Advisor without first consulting with Client. Advisor also has the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Plan for Advisor's management of the designated retirement plan assets.

Discretionary Investment Selection Services. Advisor will monitor the investment options of the Plan and add or remove investment options for the Plan. Client grants Advisor discretionary authority to make all decisions regarding the investment options that will be made available to Plan participants.

Default Investment Alternative Management. Advisor will develop and actively manage qualified default investment alternative(s) ("QDIA"), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election.

Investment Management via Model Portfolios. Advisor manages Model Portfolios which are investment options available to Plan participants. If Client has elected to include Advisor's Model Portfolios as available options for Client's qualified retirement plan, then each Plan participant will have the option to elect or not elect the Model Portfolios managed by Advisor and will be allowed to impose reasonable restrictions upon the management of each account by written instructions to Advisor.

In all discretionary services listed in this section above, the Advisor will be acting as an Investment Manager to the Plan, as defined by ERISA section 3(38), and the Advisor hereby acknowledges that it is a fiduciary with respect to the fiduciary management services listed above.

Non-Fiduciary Services

Participant Education. Advisor will provide educational services to the Plan participants about general investment principles and the investment alternatives available under the Plan. Client understands that Adviser's assistance in participant investment education will be consistent with and within the scope of DOL Interpretive Bulletin 96-1. Educational presentations will not take into account the individual circumstances of each participant and individual recommendations will not be provided unless otherwise agreed upon. Plan participants are responsible for implementing transactions in their own accounts.

Participant Enrollment. Advisor shall assist in the group enrollment meetings designed to increase retirement plan participation among employees and investment and financial understanding by the employees.

Qualified Plan Development. Advisor will assist Client with the establishment of a qualified plan by working with Client and a selected Third Party Administrator. If Client has not already selected a Third Party Administrator, Advisor will assist Client with the review and selection of a Third Party Administrator for the Plan.

Due Diligence Review. Upon request, Advisor will provide Client with periodic due diligence reviews of the Plan's fees and expenses and the Plan's service providers.

Fiduciary File Set-up. Advisor will help Client establish a "fiduciary file" for the Plan which contains trust documents, custodial/brokerage statements, investment performance reports, services agreements with investment management vendors, the investment policy statement, investment committee minutes, asset allocation/asset liability studies, due diligence fields on funds/money managers and monitoring procedures for funds and/or money managers.

Benchmarking. Advisor will provide Client with benchmarking services and will provide analysis concerning the operations of the Plan.

Although an investment adviser is considered a fiduciary under the Investment Advisers Act of 1940 and required to meet the fiduciary duties as defined by the Advisers Act, the services listed here as non-fiduciary should not be considered fiduciary services for the purposes of ERISA since Advisor is not acting as a fiduciary to the Plan as the term "fiduciary" is defined in Section 3(21)(A)(ii) of ERISA.

Use of Software from Pontera Solutions Inc.

Through an arrangement with Pontera Solutions Inc., an unaffiliated third-party, we can gain access to your accounts not held at one of our primary brokerage platforms using the Pontera Order Management System software, to facilitate discretionary investment management of and execute trade orders for retirement plan participant accounts (often referred to as a participant's 401k account or HSA). If you choose to grant Pontera Solutions Inc. access to these accounts, we can regularly review the investment options in the accounts, monitor them, rebalance and trade them to implement investment strategies the same way we do for your other accounts under our management.

If you engage us to provide services for your retirement plan participant account(s), you will need to share your retirement plan participant account login credentials directly with Pontera Solutions Inc. Advisor is able to avoid being classified as having custody of the retirement plan participant accounts since we do not have direct access to your log-in credentials stored by Pontera Solutions, Inc. and have limited authority to place only investment trades within such accounts.

While Pontera Solutions Inc. asserts that it has implemented cybersecurity measures to protect your information, it is important to recognize the inherent risks of sharing your account credentials. It is crucial to acknowledge that no cybersecurity system is impervious to risk. In the event of a cybersecurity breach involving Pontera Solutions Inc., there is a possibility that your retirement plan participant account credentials could be exposed.

Moreover, the sharing of login details with a third party, such as Pontera Solutions Inc., may contravene the terms-of-use of the online platform associated with your retirement plan participant account(s), potentially leading to service providers associated with those accounts disclaiming liability to you for any unauthorized transactions. This is a critical consideration as it might limit your recourse in the event of unauthorized access to your account. We recommend that you check the terms-of-use of the specific online platform(s) associated with your retirement plan participant account(s) with respect to this issue.

In light of these considerations, Pontera Solutions Inc. posted a "Client Cyber Protection Pledge," which is available for review at https://pontera.com/client-protection-pledge . We strongly advise you to review this pledge along with the Subscription Agreement, Terms & Conditions, and Privacy Policy of Pontera Advisors Solutions, Inc. to understand the scope of their actual contractual obligations. Furthermore, it is essential to consult with your legal counsel to assess the risks associated with this arrangement and the enforceability of Pontera's pledge in protecting your interests. You are under no obligation to retain us to manage your retirement plan participant account(s).

D. Client Tailored Services and Client Imposed Restrictions

SWA offers the same suite of services to all its clients (predicated on the client meeting required criteria, if any, including but not limited to accredited investor status). However, specific client investment strategies and their implementation are dependent upon the client Investment Policy Statement which outlines each client's current situation (income, tax levels, and risk tolerance levels). Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent SWA from properly servicing the client account, or if the restrictions would require SWA to deviate from its standard suite of services, SWA reserves the right to end the relationship.

E. Wrap Fee Programs

A wrap fee program is an investment program wherein the investor pays one stated fee that includes management fees, transaction costs, and certain other administrative fees. SWA does not participate in any wrap fee programs.

F. Assets Under Management

SWA has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated
$ 910,570,733	$0	June 30, 2026

Item 5: Fees and Compensation

A. Fee Schedule

Clients will not be charged multiple advisory fees on the same assets. The applicable fee schedule depends on the specific service, strategy, or account type selected and is disclosed in the applicable advisory agreement or addendum.

Asset-Based Fees for Portfolio Management

Total Assets Under Management	Annual Fee
Up to $1,000,000	2.00%
$1,000,001 and above	1.50%

These fees, which represent individually managed portfolios, are generally negotiable based on factors that include, but are not limited to, the total managed assets as well as the totality and complexity of the overall advisory services provided to the client. The final fee schedule is included in Exhibit II of the Investment Advisory Contract. Clients may terminate the agreement without penalty for a full refund of SWA's fees within five business days of signing the Investment Advisory Contract. Thereafter, clients or SWA may terminate the Investment Advisory Contract with 7 days' written notice.

SWA calculates fees in arrears using the value of the account on the last business day of the previous quarter. With the clients' written permission fees are withdrawn directly from the client's accounts on a quarterly basis. Upon client request and approval of SWA, fees may be invoiced, and payment remitted via check or credit card (SWA does not charge clients any additional fees for paying advisory fees by credit card). For the first billing cycle for new accounts fees will be prorated as of the date of receipt of the first assets in the clients' account. If an existing

SWA managed account is transitioning from another strategy/fee schedule, the new fee will be billed for that full quarter.

Advisory fees for alternative investments are calculated based on the value of the investment as of the last business day of the applicable billing period, regardless of whether the investment is pending settlement for a purchase or liquidation. Valuations for certain alternative investments are provided by third parties and may be delayed, estimated, or updated after quarter-end, including retroactive adjustments. As a result, advisory fees may be calculated based on values that differ from values ultimately reported or revised by the investment sponsor. SWA does not retroactively adjust advisory fees due to subsequent valuation updates made in good faith.

SWA does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Payment of Cash Management Account Fees

Fees for Cash Management Accounts are up to 0.50%.

Cash Managed Accounts have a minimum initial household investment of $250,000. Accounts may hold cash equivalent investments defined as short term investments with high credit quality and high liquidity.

These fees, which represent individually managed portfolios, are generally negotiable based on factors that include, but are not limited to, the total managed assets as well as the totality and complexity of the overall advisory services provided to the client. The final fee schedule is included in Exhibit II of the Investment Advisory Contract. Clients may terminate the agreement without penalty for a full refund of SWA's fees within five business days of signing the Investment Advisory Contract. Thereafter, clients or SWA may terminate the Investment Advisory Contract with 7 days' written notice.

SWA calculates fees in arrears using the value of the account on the last business day of the previous quarter. With clients' written authorization, fees are withdrawn directly from the clients' accounts on a quarterly basis. Upon client request and approval of SWA, fees may be invoiced, and payment remitted via check or credit card (SWA does not charge clients any additional fees for paying advisory fees by credit card). For the first billing cycle on new accounts, fees will be prorated as of the date of receipt of first assets into the account. If an existing SWA managed account is transitioning from another strategy/fee schedule, the new fee will be billed for that full quarter.

Charging higher or lower fees for some strategies versus others is a conflict of interest controlled by investment guidelines, risk tolerance, and investment objectives as described in Exhibit I Investment Advisory Contract.

SWA believes that its annual fee for cash management is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. In addition to compensation of SWA, Client may also incur transactional charges imposed by the custodian and underlying investment fund level.

Payment of Tactical Management Account Fees

Fees for Tactical Management Accounts are up to 2.00%.

These fees, which represent individually managed portfolios, are generally negotiable based on factors that include, but are not limited to, the total managed assets as well as the totality and complexity of the overall advisory services provided to the client. The final fee schedule is included in Exhibit II of the Investment Advisory Contract. Clients may terminate the agreement without penalty for a full refund of SWA's fees within five business days of signing the Investment Advisory Contract. Thereafter, clients or SWA may terminate the Investment Advisory Contract with 7 days' written notice.

SWA calculates fees in arrears using the value of the account on the last business day of the previous quarter. With clients' written authorization, fees are withdrawn directly from the clients' accounts on a quarterly basis. Upon client request and approval of SWA, fees may be invoiced, and payment remitted via check or credit card (SWA does not charge clients any additional fees for paying advisory fees by credit card). For the first billing cycle on new accounts, fees will be prorated as of the date of receipt of first assets into the account. If an existing SWA managed account is transitioning from another strategy/fee schedule, the new fee will be billed for that full quarter.

Charging higher fees for some strategies versus others is a conflict of interest controlled by investment guidelines, risk tolerance, and investment objectives as described in Exhibit I. The fees charged by SWA for any tactically managed strategy are be higher than fees charged for other model portfolios due to the actively traded nature of the strategy. On occasion SWA may utilize money managers, sub-advisers, or third-party platforms to trade a tactical strategy; fees are detailed under "3rd Party Platform/ Money Managers" on advisory contract

SWA believes that its annual fee for tactical management is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. In addition to compensation of SWA, Client may also incur transactional charges imposed by the custodian and underlying investment fund level.

Fees for Qualified Retirement Plan ERISA Agreements

Fees for Qualified Retirement Plan ERISA Agreements are up to 2.00%

Fees are based on the extent that services are provided. Higher fees are charged for discretionary or non-fiduciary educational services, while lower fees are charged for non-discretionary services. Fees are generally negotiable based on factors that include, but are not limited to, the amount of plan assets, the number of participants as well as the totality and complexity of the overall services provided to the plan. The final fee schedule is included in the Qualified Retirement Plan Consulting Agreement.

Advisor's Retirement Plan Services fees are billed based on the timing, frequency, and valuation indicated below and may be subject to the billing structure of the custodian/recordkeeper. Fees may be prorated (based on the number of days service is provided during the initial billing period) for an account opened at any time other than the beginning of the billing period.

(a) Direct Bill. If Client elects the Direct Bill option, Advisor will send a detailed billing invoice to Client for each billing period. Fees for Advisor's services will be due within thirty (30) days after Client's receipt of the billing invoice.

(b) Fee Deduction. If Client elects the Fee Deduction option, Client hereby authorizes the Plan custodian to deduct Advisor's Retirement Plan Services Fee and to direct such fee to Advisor. If necessary, Client agrees to complete separate forms for the Plan custodian or service provider regarding Client's authorization for the deduction of the Retirement Plan Services fee.

Advisor believes that its annual fee is reasonable in relation to: (1) services provided under the Agreement; and (2) the fees charged by other investment advisors offering similar services/programs. However, Advisor's annual Service Fee may be higher or lower than that charged by other investment advisors offering similar services and programs. In addition to Advisor's compensation, Client will also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses) and charges imposed by the Plan custodian and Third-Party Administrator (if applicable).

The Plan custodian or the Third-Party Administrator to the Plan will send statements to the Plan, at least quarterly, showing all disbursements from the Plan, including the amount of the Retirement Plan Services fee paid and when such fee is deducted directly from the Plan. Any discrepancies between fee billing notices received from Advisor and the statements received from the Plan custodian or Third-Party Administrator should be immediately reported to Advisor and/or to the issuer of the account statements (the Plan custodian or Third-Party Administrator).

Brokerage commissions and/or transaction ticket fees charged by the custodian will be billed directly to Client by the custodian. Advisor will not receive any portion of such brokerage commissions or transaction fees from the custodian or Client.

In addition, Client may incur certain charges imposed by third parties other than Advisor in connection with investments made through the Plan, including but not limited to, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, and qualified retirement plan fees. Service fees charged by Advisor are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Clients. A description of these fees and expenses are available in each investment company security's prospectus.

Advisor does not reasonably expect to receive any other compensation, direct or indirect, for its Services under the Agreement. If Advisor receives any other compensation for such services, Advisor will (i) offset that compensation against its stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to Client.

Client may terminate the services upon providing Advisor with notice. Advisor may terminate the services upon providing Client with written notice effective upon 30 days after Client receives the written notice. There is no penalty or "termination fee" for the termination of services. If services are terminated within 5 business days of executing an agreement for services with

Advisor, services will be terminated without penalty. If terminated after the initial five business days, Client will be responsible for payment of fees for services completed prior to termination of services. If services are terminated mid-period, a prorated fee is charged based on the number of days that services were provided during that period. If Client has paid Advisor's fee in advance, Advisor will promptly issue a pro-rated refund to Client. Upon termination of the agreement, Advisor will have no obligation to recommend or take any action with regard to the Plan.

Retirement Plans Accessible via Pontera Solutions

We charge a similar fee for standard brokerage accounts compared to 401(k), similar retirement-plan participant accounts and other accounts we access and manage through Pontera Solutions Inc. For such accounts we charge an annual fee where 30 bps of that fee is paid to Pontera Solutions Inc as a platform fee. This creates a conflict of interest in that there is an economic incentive for us to recommend accounts that we do not pay a platform fee. We take steps to manage this conflict of interest arising from its use of a third party through its code of ethics, whereby Advisor and its investment adviser representatives will not exercise investment discretion with respect to changing asset classes or investment product types and will only recommend the change of asset classes or investment products when in the best interest of the client and without regard to the financial interest of Advisor.

The Advisory Fee will be assessed and payable each billing period, in arrears, based on the balance of Client's managed assets using the value of the account on the last business day of the previous quarter, in accordance with the fee schedule listed in Schedule B of the Pontera Addendum. Client agrees that Advisor can use the last value available if there is a delay in updating credentials and is under no obligation to credit any fees for valuations made in good faith during periods when Advisor did not have access to any Held Away Account in calculating its fees. As it is impossible to directly debit the fees from these accounts, those fees will be assigned to the client's non-qualified accounts. If the client does not have a non-qualified account, those fees will be billed directly to the client. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 7 calendar days in advance. Since fees are paid in arrears, no rebate will be needed upon termination of the account.

Payment of PPLI & PPVA Fees

Fees for of PPLI & PPVAs are up to 2.00%

These fees are generally negotiable based on factors that include, but are not limited to, the total managed assets as well as the totality and complexity of the overall advisory services provided to the client. The final fee schedule is included in PPLI & PPVA Addendum. Investors are under no obligation to purchase a PPLI or PPVA using SWA as the asset manager.

Fees are calculated in arrears using the value of the account on the last business day of the previous quarter, including accrued interest. For the first billing cycle on new accounts, fees will be prorated as of the date of receipt of first assets into the account.

Charging higher fees for some strategies versus others is a conflict of interest controlled by investment guidelines, risk tolerance, and investment objectives. The fees charged may be higher than fees charged for other model portfolios due to the complexity of the strategy.

SWA believes that its annual fee for PPLI & PPVA management is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. In addition to compensation of SWA, Client may also incur transactional charges imposed by the custodian and underlying investment fund level.

Selection of Other Advisors Fees

SWA may direct clients to third-party investment advisors. SWA will receive its standard fee on top of the fee paid to the third-party advisor. The fee is divided and paid to (1) SWA (for its services as investment adviser and sponsor of the program), (2) selected third-party investment adviser(s) (i.e., Model Provider, Sub-Adviser) if any, and (3) third-party, administrative service provider(s) if any.

This relationship will be memorialized in each contract between SWA and each third-party advisor. The fees will not exceed any limit imposed by any regulatory agency. The notice of termination requirement and payment of fees for third-party investment advisors will depend on the specific third-party advisor selected.

Payment of Selection of Other Advisors Fees

The timing, frequency, and method of paying fees for selection of third-party managers will depend on the specific third-party advisor selected and will be disclosed to the client prior to entering into a relationship with the third-party advisor in Exhibit II of the contract.

Financial Planning Fees/Fixed Fees

The rate for creating client financial plans is between $1,000 and $100,000. The fees are negotiable, and the final fee schedule will be attached as Exhibit II of the Financial Planning Agreement.

Clients may terminate the agreement without penalty for a full refund of SWA's fees within five business days of signing the Financial Planning Agreement. Thereafter, clients may terminate the Financial Planning Agreement generally upon written notice.

Payment of Financial Planning Fees

Financial planning fees are paid via check or with credit card (SWA does not charge clients any additional fees for paying advisory fees by credit card). Fixed financial planning fees are paid 50% in advance, but never more than six months in advance, with the remainder due upon presentation of the plan.

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B. Client Responsibility for Third Party Fees

Clients are responsible for the payment of all third-party fees (i.e., custodian fees, commissions, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by SWA. Please see Item 12 of this brochure regarding custodian/ third parties.

C. Prepayment of Fees

SWA collects fixed financial planning fees in advance and the remainder of its fees in arrears, as indicated herein. Refunds for fees paid in advance will be returned within fourteen days to the client via check or return deposit back into the client's account.

Fixed fees that are collected in advance will be refunded based on the prorated amount of work completed at the point of termination.

D. Outside Compensation for the Sale of Securities to Clients

Neither SWA nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

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

SWA does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Sub-advisers do not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

SWA generally provides advisory services to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Pension and Profit-Sharing Plans
- Corporations

Minimum Account Size for Portfolio Management

There is an account minimum of $250,000, which may be waived by SWA in its discretion.

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

A. Methods of Analysis and Investment Strategies

SWA's methods of analysis include fundamental analysis, and tactical analysis.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. Fundamental Analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages. 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.

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.

Tactical analysis is a short-term speculative strategy, which utilizes technical analysis to track and predict the short-term movement of major stock indices. The strategies remain in cash until such time the analysis identifies a "high probability" trade. These strategies are designed for an investor's risk capital; it is for investors with capacity and tolerance for risk and is not for conservative investors.

Singer Wealth Advisors does not assume any responsibility or liability for investment results. Using a market timing trading strategy may result in tax consequences. There is more risk involved with this strategy than with other strategies.

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

B. Risks of Specific Securities Utilized

Mutual Funds carry 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 (lower risk) or stock "equity" nature (mentioned below).

Equity investments 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 fluctuates 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 and frequency of the payments can vary. This type of investment can include corporate and government debt securities, municipal bonds, leveraged loans, high yield, investment grade debt, and structured products, such as mortgage and other asset-backed securities. Although individual bonds may be the best-known type of fixed income security, 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 (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

Exchange Traded Funds (ETF) is an investment fund traded on stock 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, or Palladium Bullion backed "electronic shares" not physical metal) specifically may be negatively impacted by several unique factors, among them (1) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals, (2) a significant increase in hedging activities by producers of gold or other precious metals, (3) a significant change in the attitude of speculators and investors.

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 due to changes in national or local economic conditions or changes in local property market characteristics; 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 retirement 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 requirement or other long-term goals. An annuity is not a life insurance policy. 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.

Advisory Fixed-Income Annuities are fee-based and can be used to save additional money for retirement on a tax deferred basis. They are meant to provide consistent lifetime income. Returns may be low and fixed-income annuities are not intended for growth. Fees, commissions, and other charges may apply. A fixed-income annuity may not be liquid and has limited inflation protection. Non-fee-based fixed income annuities are available as an alternative.

Commodities are tangible assets used to manufacture and produce goods or services. Commodity prices are affected by different risk factors, such as disease, storage capacity, supply, demand, delivery constraints and weather. Because of those risk factors, even a well-diversified investment in commodities can be uncertain.

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 and Derivatives involve risks and are not suitable for every investor. Options trading can be speculative in nature and carry substantial risk of loss. *Characteristics and Risks of Standardized Options* should be read prior to investing.

Structured Products involve significant risks. For a detailed discussion of the risks involved in investing in any particular structured product, reference the relevant offering materials for that investment. Singer Wealth Advisors, LLC does not guarantee in any way the obligations or the financial condition of any issuer or the accuracy of any financial information provided by any issuer. Structured products may have limited or no liquidity, and investors should be prepared to hold their investment to maturity. The tax treatment of a structured product may be complex and may differ from a direct investment in the underlying asset. Investors should consult their own tax advisor about their tax situation before investing in any securities. Investing in structured products is not suitable for all clients given their complexity and significant risks.

Private Mortgage Investment

- Default risk: If the borrower fails to make timely payment that will adversely affect the timing of expected cash flows.
- Collateral risk: If the collateral drops in value and the borrower defaults private lenders could lose a portion of their investment.
- Liquidity risk: There is a possibility that there will be no secondary market for the loan if the lender wishes to get their money back prior to maturity.
- Interest rate risk: Once the loan matures, there is no guarantee that there will be another similar loan available in which to reinvest the repaid loan proceeds.
- Servicing risk: If the loan servicer fails to fulfill their contractual obligations or becomes insolvent a majority of the borrowers will need to appoint a new servicer.
- Participation risk: All decisions related to the servicing and management of the loan is subject to a majority of the owners of the loan. It's possible that not all of the investors may agree on the appropriate course of action.

Private Lending Opportunities

- Default risk: If the borrower fails to make timely payment that will adversely affect the timing of expected cash flows.
- Collateral risk: If the collateral drops in value and the borrower defaults private lenders could lose a portion of their investment.
- Liquidity risk: There is a possibility that there will be no secondary market for the loan if the lender wishes to get their money back prior to maturity.
- Interest rate risk: Once the loan matures, there is no guarantee that there will be another similar loan available in which to reinvest the repaid loan proceeds.
- Servicing risk: If the loan servicer fails to fulfill their contractual obligations or becomes insolvent a majority of the borrowers will need to appoint a new servicer.
- Participation risk: All decisions related to the servicing and management of the loan is subject to a majority of the owners of the loan. It's possible that not all of the investors may agree on the appropriate course of action.

Non-Publicly Traded Alternative Investments

- Liquidity risk: There is a possibility that there will be no secondary market for the loan if the lender wishes to get their money back prior to maturity.
- Performance risk: There is risk that the investment will not do well or be profitable.
- May have complex legal and tax considerations.
- May be highly leveraged.

Private Placement Life Insurance (PPLI):

- PPLI is tailored for high-net-worth individuals seeking tax-efficient investment and estate planning solutions.
- They typically require a significant minimum investment and will involve fees and charges collected each year by the insurance company.
- Risks include the performance of the underlying investments, which can affect the policy's cash value and potential payouts.
- If the policy is surrendered before the death of the insured all unrealized gains will become taxable.

Private Placement Variable Annuities (PPVA):

- PPVA contracts usually include mortality and expense charges and administrative fees.
- Investment performance within the annuity can directly impact the amount of income received.

Considerations and Associated Risks of PPLI & PPVA:

- Investors should carefully assess the liquidity needs and time horizon as PPLI and PPVA are generally long-term commitments.
- Market risk is inherent in both products, as the value of the underlying investments can fluctuate.
- Policyholders should understand the impact of fees and charges on overall returns.

- PPVA carries the risk of surrender charges if the investor needs to withdraw funds early, reducing the amount received.
- Both products may not be suitable for investors seeking short-term or easily accessible investments.

All contributions to the policy will be reduced by insurance costs, premium taxes, administrative costs and loads. Premium taxes are charged by the state the policy is issued in. Insurance costs are based on the difference between the amount of the death benefit and the account value. The account value will change every day based on the performance of the underlying investments. The insurance carriers will provide you with a breakdown of all projected costs.

These products offer unique benefits for tax-efficient investing and estate planning for high-net-worth individuals. However, they come with complex features, fees, and risks that should be carefully considered. Investors are advised to work closely with their financial advisor, tax and legal professionals to understand these products fully. Before investing in PPLI or PPVA, investors should review the offering documents, understand the risks, and assess suitability for their financial goals and risk tolerance.

Initial Public Offering (IPO)

Investments in Pre-IPO funds are considered high risk. Investors should have a high-risk tolerance and be willing to accept the possibility of losing some or all of their investment. Investments in Pre-IPO funds are illiquid because the underlying investments are in private companies. Investors should be prepared to have their capital tied up for an extended period, often several years, until the company goes public or is acquired. After a company goes public, there is typically a lock-up period during which early investors, including Pre-IPO funds, are restricted from selling their shares. Investors should be aware of this lock-up period and its implications for liquidity. Pre-IPO funds often have high minimum investment requirements, making them suitable for accredited investors or institutional investors.

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

Item 9: Disciplinary Information

A. Criminal or Civil Actions

Steven Eric Trachtenberg plead No contest to trespassing and no plea for possession. He was charged with possession of a controlled substance. Steven Eric Trachtenberg attended drug court 2007- 2008.

Evan McLeod plead guilty for aggravated assault in 1999. Evan McLeod completed 18 months' probation between 1999 & 2001.

B. Administrative Proceedings

Kurt Stein has two legal events that are material to a client's or prospective client's evaluation of this advisory business.

Event one involved a client loss and unsuitable investments while employed with Merrill Lynch, Merrill settled with the client in November 2019. Kurt was the advisor for the client but was not named in the settlement.

Event two involved a client who claimed there was misrepresentation regarding and investment, again while employed with Merrill Lynch. Merrill settled with the client in August 2022. Kurt was the advisor for the client but was not named in the settlement.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither SWA nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

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

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

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

Keith Eric Singer, Janyl Smith, Steven Eric Trachtenberg, Nathaniel Kalil, Charles Landry Jake Butler, David Rocci Friedland, Tyler Venditti, & Bianca Desai are licensed insurance agents under Insured Returns LLC. Brett Maggard, Johnathon Ho-On, & Mohammad Abood are licensed insurance agents under Magard Wealth Management. Michala Almstead is a licensed insurance agent under Tampa Bay Wealth Management. Veronica Gillotte is a licensed insurance agent under E320 Wealth. From time to time, they will offer clients advice or products from those activities. Clients should be aware that these services pay a commission that typically range from

4-8% and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. SWA always acts in the best interest of the client, including the sale of commissionable products to advisory clients. Clients always have the right to decide whether or not to utilize the services of any representative of SWA in such individuals outside capacities. Compensation on the sale of non-advisory fixed income annuities include direct commission from insurance companies as well as additional cash and non-cash compensation from marketing organizations. Some insurance companies will offer additional incentives for higher levels of production.

Bianca Desai and Mohammad Abood are also licensed Medicare agents. Medicare-related services offered by these individuals are not affiliated with, endorsed by, or sponsored by the U.S. government or the federal Medicare program. If clients choose to purchase insurance products through these individuals, they may receive customary commissions. This creates a potential conflict of interest, as there is a financial incentive to recommend insurance products. Clients are under no obligation to use these representatives for insurance services and may obtain such services through any provider of their choice.

Singer Wealth Holdings, LLC (dba Singer Wealth) is the parent company of Singer Wealth Advisors, LLC and Insured Returns, LLC, an insurance agency. Keith Singer serves as the Managing Member of Singer Wealth Holdings, LLC.

Keith Singer is the president of Keith Singer PLLC and holds his J.D. Legal services are offered through Keith Singer PLLC in a capacity separate from Singer Wealth Advisors. Clients are under no obligation to engage Keith Singer PLLC and are free to retain any attorney of their choosing. Because Keith Singer may receive compensation for legal services, this arrangement presents a conflict of interest. SWA mitigates this conflict by obtaining the client's informed written consent prior to the engagement of legal services and by making recommendations based solely on the client's best interests. Fees for legal services are separate from, and independent of, advisory fees charged by SWA. SWA does not consider legal services provided through Keith Singer PLLC to be a profit center.

Keith Singer is the president of Insured Returns LLC (dba Singer Wealth Management), through this firm he sells fixed indexed annuities, life insurance, long-term care insurance, and acts as a factoring company for structured settlements. Clients should be aware that these services pay a commission or spread and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. SWA always acts in the best interest of the client, including the sale of commissionable products to advisory clients. Clients always have the right to decide whether or not to utilize the services of any representative of SWA in such individuals outside capacities.

Keith Singer is the president of Sara Tax and Accounting LLC, a separate business providing tax preparation and accounting services. Clients of the Adviser are under no obligation to use Sara Tax and Accounting LLC for tax or accounting services. This affiliation presents a potential conflict of interest because Keith Singer has an incentive to recommend or refer clients to Sara Tax and Accounting LLC. SWA mitigates this conflict by making all recommendations based

solely on the client's objectives, needs, and best interests, without regard to any economic benefit to SWA or its personnel.

Steven Trachtenberg is the owner of SET Wealth LLC, Vineyards LLC, and Zama LLC. Steven Trachtenberg has acquired 10% ownership in Singer Wealth Advisors LLC.

Janyl Smith is the president of Janyl Smith P.A and holds her J.D. Engaging Janyl Smith P.A for legal services is a conflict of interest in that it generates additional revenue for Janyl Smith. This conflict is mitigated by attaining informed consent from the client acknowledging their understanding between the conflict of Janyl Smith P.A and SWA. Clients are under no obligation to hire Janyl Smith P.A for legal services, and clients are free to engage any attorney of their choice. Offering of legal services through Janyl Smith P.A is made as an accommodation to the client and when legal services are in the best interest of the client.

Roy Daniel Rosner is currently the sole owner and sole employee of Futureproof Finances LLC. From time to time, he may offer clients advice or products from those activities and clients should be aware that these services may involve a conflict of interest. SWA always acts in the best interest of the client and clients always have the right to decide whether or not to utilize the services of any representative of SWA in such individuals outside capacities.

Brett Maggard is the founder and owner of Maggard Wealth Management, an S Corporation. Through that firm, he sells fixed indexed annuities, life insurance, and long-term care insurance.

David Friedland is a direct owner of the following funds: Rocman Management Inc.(50%), Rocman Management LLC (50%), Masters Research Partners Inc.(10%), FMB Management Inc. (50%), Magnum Asset Management Inc.(33%), Magnum U.S Investments Inc.(50%). He earns a salary from Magnum U.S. Investments Inc.

David Friedland is an indirect owner of Masters Research Partners LLC, Rocman Management Inc is a 20% owner, making David a 10% indirect owner. He is also affiliated with Magnum Crypto Fund L.P, Masters Research Partners, L.P, Jericho All-Weather Opportunity Fund LP, & Magnum Select Fund Ltd.

David Friedland is Director of Radical Waters (Pty) Ltd., a South African company that sells electro-chemical activation (ECA) equipment to food and beverage processing companies around the world. David receives a small consulting fee from the company. The company is privately held by Dion Friedland, David's father. David participates in an early morning zoom call every Thursday with the executive committee of the company.

David Friedland is Director of ECA Consortium A/S, a Danish company (a consortium of a dozen ECA companies mostly in Europe) that helps its member ECA companies and outside ECA companies comply with the recently enacted European Union directive that is applicable to the use of ECA. David's responsibilities include a zoom meeting every two months and one in person meeting a year, usually in Europe. I was asked to join the board as I speak English and my legal background.

There may be conflict of interest due to the involvement with the fund companies. To mitigate this conflict. SWA is not permitted to solicit clients to any of the fund companies David is affiliated with directly or indirectly. Existing investors in the fund may be solicited by David to invest with SWA, in these cases the investors will undergo our full onboarding process including the Vision Quest, Risk Assessment, and Investment Plan creation.

David Friedland is Of Counsel to Keith Singer PLLC and is licensed to practice law. Legal services are offered through Keith Singer PLLC in a capacity separate from Singer Wealth Advisors. Clients are under no obligation to engage Keith Singer PLLC and are free to retain any attorney of their choosing. Because David Friedland may receive compensation for legal services, this arrangement presents a conflict of interest. SWA mitigates this conflict by obtaining the client's informed written consent prior to the engagement of legal services and by making recommendations based solely on the client's best interests. Fees for legal services are separate from, and independent of, advisory fees charged by SWA. SWA does not consider legal services provided through Keith Singer PLLC to be a profit center.

Kurt Stein does outside consulting as a managing member of Skymount LLC, which consists of various Fundraising, Job Placement and Administrative services to religious organizations. He is compensated for each of these engagements, which will be determined on a case-by-case basis. This is not investment related.

Veronica Gillotte is the president of E320 Wealth, through this firm she sells fixed indexed annuities, life insurance & long-term care insurance. Clients should be aware that these services pay a commission or spread and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. SWA always acts in the best interest of the client, including the sale of commissionable products to advisory clients. Clients always have the right to decide whether or not to utilize the services of any representative of SWA in such individuals outside capacities.

Michala Almstead is the founder of Tampa Bay Wealth Management, through this firm she sells fixed indexed annuities, life insurance & long-term care insurance. Clients should be aware that these services pay a commission or spread and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. SWA always acts in the best interest of the client, including the sale of commissionable products to advisory clients. Clients always have the right to decide whether or not to utilize the services of any representative of SWA in such individuals outside capacities.

Charging higher or lower fees for some strategies versus others is a conflict of interest controlled by investment guidelines, risk tolerance, and investment objectives as described in Exhibit I Investment Advisory Contract.

SWA believes that its annual fee for tactical or cash management is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. In addition to compensation of SWA, Client may also incur transactional charges imposed by the custodian and underlying investment fund level.

SWA receives non-cash compensation, such as event sponsorships or educational benefits, from unaffiliated investment sponsors. See Item 12 for additional information.

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

SWA may direct clients to third-party investment advisors. Clients will pay SWA its standard fee in addition to the standard fee for the advisors to which; it directs those clients. This relationship will be memorialized in Exhibit II of each contract between SWA and each third-party advisor. The fees will not exceed any limit imposed by any regulatory agency. SWA will always act in the best interests of the client, including when determining which third-party investment advisor to recommend to clients. SWA will ensure that all recommended advisors are licensed, or notice filed in the states in which SWA is recommending them to clients.

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

A. Code of Ethics

SWA has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties. SWA's Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

SWA does not recommend that clients buy or sell any security in which a related person to SWA or SWA has a material financial interest.

C. Investing/Trading Personal Money in the Same Securities as Clients

From time to time, representatives of SWA may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of SWA to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. SWA will document any transactions that could be construed

as conflicts of interest and will never engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Third Parties.

Custodians/third parties will be recommended based on SWA's duty to seek "best execution," which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances. Clients will not necessarily pay the lowest commission or commission equivalent, and SWA may also consider the market expertise and research access provided by the custodian/third parties, 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 SWA's research efforts. SWA will never charge a premium or commission on transactions, beyond the actual cost imposed by the custodian/third parties.

SWA recommends and currently has an investment advisors service agreement with Charles Schwab & Co., Inc., (CRD # 5393) as a custodian.

Research and Other Soft-Dollar Benefits
While SWA has no formal soft dollar's program in which soft dollars are used to pay for third party services, SWA may receive research, products, or other services from custodians and broker-dealers in connection with client securities transactions ("soft dollar benefits"). SWA may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended. There can be no assurance that any client will benefit from soft dollar research, whether or not the client's transactions paid for it, and SWA does not seek to allocate benefits to client accounts proportionate to any soft dollar credits generated by the accounts. SWA benefits by not having to produce or pay for the research, products, or services, and SWA will have an incentive to recommend a custodian based on receiving research or services. Clients should be aware that SWA's acceptance of soft dollar benefits may result in higher commissions charged to the client.

In addition, Advisor or its representatives may attend or host educational, client, or marketing events that are sponsored in whole or in part by alternative investment sponsors, fund managers, or other third parties. Such sponsorships may include payment or reimbursement for meals, lodging, travel, or event-related expenses. These benefits are not tied to any specific client transaction or investment recommendation and are not used to offset advisory fees charged to clients. However, the receipt of such benefits creates a conflict of interest because Advisor has an incentive to recommend investments or maintain relationships with sponsors that provide such benefits.

Third Party Client Referrals

SWA receives no referrals from a third party in exchange for using that third party.

Clients Directing Which Brokerage/Custodian/Third Party to Use
SWA may permit clients to direct it to execute transactions through a specified custodian/third party. If a client directs brokerage, then the client will be required to acknowledge in writing that the client's direction with respect to the use of custodians/third parties supersedes any authority granted to SWA to select custodians/third parties; this direction may result in higher commissions, which may result in a disparity between free and directed accounts; the client may be unable to participate in block trades (unless SWA is able to engage in "step outs"); and trades for the client and other directed accounts may be executed after trades for free accounts, which may result in less favorable prices, particularly for illiquid securities or during volatile market conditions. Not all investment advisors allow their clients to direct brokerage.

Although we utilize our preferred brokerage platforms for directly managed accounts, we can also manage and monitor accounts not held at a platform we recommend. Through an arrangement with Pontera Solutions Inc., we can gain access to your accounts not held at one of our primary brokerage platforms using the Pontera Order Management System.

The Pontera Order Management System is a third-party software platform which allows us to access and trade accounts. Clients receive a link from Pontera allowing them to connect an account(s) to the platform. The platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. We pay the platform 30 bps to Pontara based on assets on the Pontera OMS platform on the last day of the prior quarter

These are typically, but not limited to, 401(k), HSAs, and similar retirement-plan participant accounts. If you choose to grant Pontera Solutions Inc. access to these accounts, we can regularly review the investment options in the accounts, monitor them, rebalance and trade them to implement investment strategies the same way we do for accounts under our management.

B. Aggregating (Block) Trading for Multiple Client Accounts

If SWA 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 case, SWA would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. SWA would determine the appropriate number of shares and select the appropriate brokers consistent with its duty to seek best execution, except for those accounts with specific brokerage direction (if any).

Item 13: Reviews of Accounts

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

All client portfolio managed accounts are reviewed at least annually an assigned financial advisor regarding clients' respective investment policies and risk tolerance levels. The assigned financial advisor reviews client accounts each time any material changes occur within the account or client circumstances.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by the investment plan department. There is only one level of review for financial planning, and that is the total review conducted to create the financial plan.

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

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive a quarterly report detailing the client's account, including assets held, asset value, and fees. This written report will come from SWA or the custodian.

With respect to financial plans, SWA's services will generally conclude upon delivery of the financial plan. Each client will receive the financial plan upon its completion.

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)

SWA does not receive cash compensation for referrals but may receive non-cash benefits such as educational or event sponsorships.

In addition, SWA may host client appreciation events, including birthday celebrations, for certain clients meeting specified asset thresholds. These events may include meals or hosted gatherings for the client and invited guests. Participation is discretionary, and availability of these events may vary among clients. While these events are provided at the Adviser's expense, they create a potential conflict of interest because the Adviser may have an incentive to favor clients eligible for such events. The Adviser mitigates this conflict by making investment recommendations based solely on clients' objectives and best interests.

B. Compensation to Non – Advisory Personnel for Client Referrals

SWA does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

C. New Promotor Arrangements

Pursuant to Rule 206(4)-1 under the Investment Advisers Act of 1940, Singer Wealth Advisors ("SWA") may use testimonials, endorsements, and third-party ratings in its marketing materials.

Testimonials are statements by current clients regarding their experience with SWA or its investment adviser representatives.

Endorsements are statements by persons other than current clients indicating approval, support, or recommendation of SWA or describing their experience with SWA or its personnel.

SWA may also use **third-party ratings**, including ratings or reviews published on independent websites such as Google. Third-party ratings are not representative of any one client's experience and are not indicative of future performance or success. Ratings and reviews may not be representative of the experience of all clients.

Where required, SWA provides all disclosures required under Rule 206(4)-1, including, as applicable:

- The relationship between the person providing the testimonial, endorsement, or rating and SWA;
- Whether the person providing the testimonial, endorsement, or rating was compensated directly or indirectly;
- Material conflicts of interest associated with the testimonial, endorsement, or rating; and
- Any additional disclosures necessary to prevent the communication from being misleading.

SWA does not compensate clients for testimonials or endorsements unless such arrangement complies with Rule 206(4)-1 and is appropriately disclosed. Any promoter arrangements entered into by SWA will be documented and maintained in accordance with applicable regulatory requirements.

Item 15: Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

SWA is deemed to have custody of client funds and securities whenever the firm is given the authority to have fees deducted directly from client accounts.

SWA is also deemed to have custody of client funds and securities whenever the firm is given written authorization from the client using a Standing Letter of Authorization ("SLOA") to Third Parties.

Upon authorization from clients, SWA can affect asset/fund transfers from client accounts to one or more third parties designated, by the client without obtaining written client consent for each separate, individual transaction, as long as the client has provided us with written authorization to do so. Such written authorization is known as an SLOA. An adviser with authority to conduct such third party asset/fund transfers has access to the client's assets, and therefore has custody of the client's assets in any related accounts.

Based on an SEC no-action letter, we do not have to obtain a surprise annual audit, as we otherwise would be required to by reason of having custody, as long as we meet the following criteria:

1. The client provides a written, signed instruction to the qualified custodian that includes the third party's name and address or account number at a custodian;

2. The client authorizes us, in writing, to direct transfers to the third party either on a specified schedule or from time to time;

3. The client's qualified custodian verifies the authorization (e.g., signature review) and provides a transfer of funds notice to client promptly after each transfer;

4. The client can terminate or change the instruction;

5. We have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party;

6. We maintain records showing that the third party is not a related party to us nor located at the same address as us; and

7. The client's qualified custodian sends client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

We hereby confirm that we meet the above criteria.

Item 16: Investment Discretion

SWA provides discretionary investment advisory services to clients. The Investment Advisory Contract established with each client sets forth the discretionary authority for trading. Where investment discretion has been granted, SWA generally manages the client's account and makes

investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share.

SWA provides discretion for the fiduciary management services elected in the Qualified Retirement Plan Agreement. In all discretionary fiduciary management services the Advisor will be acting as an Investment Manager to the Plan, as defined by ERISA section 3(38), and the Advisor hereby acknowledges that it is a fiduciary with respect to those services.

Custody is disclosed in Form ADV because SWA has authority to transfer money from client account(s), which constitutes a standing letter or authorization (SLOA). Accordingly, SWA will follow the safeguards specified by the SEC rather than undergo an annual audit.

Item 17: Voting Client Securities (Proxy Voting)

SWA will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

For any recommended/selected Model Provider please reference their form ADV Part 2A with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account.

Item 18: Financial Information

A. Balance Sheet

SWA neither requires nor solicits prepayment of more than $1,200 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither SWA nor its management has any financial condition that is likely to reasonably impair SWA's ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

SWA has not been the subject of a bankruptcy petition in the last ten years.