

PEACE OF MIND

— Wealth Management —

PART 2A APPENDIX 1 OF FORM ADV:

WRAP FEE PROGRAM BROCHURE

1024 E Grand River Ave Brighton MI 48116

Office: (810) 207-5311

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This wrap fee brochure provides information about the qualifications and business practices of Peace of Mind Private Wealth Management, LLC also referred to as “Peace of Mind Wealth Management”, “Peace of Mind”, “POM”, and “Firm”. If you have any questions about the contents of this brochure, please contact us at (810) 207-5311 or by email to info@pomwealthmanagement.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. Using the term “Registered Investment Advisor” does not imply a certain level of skill or training.

Additional information about Peace of Mind Wealth Management is also available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our Firm's CRD number is 317455.

ITEM 2: MATERIAL CHANGES

At times, we may perform routine checks for grammar, punctuation, etc. and make necessary updates. Additionally, we may make updates within certain sections of this brochure for better clarity. These types of changes would not be considered a material change. Below is the summary of material changes since the last submission on October 28, 2021:

- Added Fee calculation example under the “Fees” section on page 4.
- Clarification added to the “Other Fees and Expenses” section on page 4.
- Under ITEM 9: ADDITIONAL INFORMATION in the Client Referrals and Other Compensation section on page 9, a change has been made to reflect that POM may engage solicitors for referring potential Clients to our firm.

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ITEM 4: SERVICES, FEES AND COMPENSATION

Services

Peace Of Mind Wealth Management’s goal is to offer customized advisory services for our Client or Clients (hereafter referred to as the “Clients”) based on their needs, goals, objectives, and risk tolerance. These services are provided to the Clients by Investment Advisor Representatives, hereafter referred to as the “IAR”, of the Firm. The Firm offers services that may incorporate any or all of following: 1) Investment Management Services 2) Financial Planning Services 3) Consulting & Advisory Services, also referred to as Assets Under Advisement (AUA), and 4) Retirement Plan Services.

In this brochure supplement, the focus will be on the Investment Management Services that the Firm offers through it’s Wrap Fee Program known as the Peace of Mind Wrap Fee Program, here after known as the “POMWFP”.

The POMWFP is an advisory program in which the Firm receives a portion of the fees charged through the POMWFP which includes a single fee for investment management oversight, administrative and custodial services, trading fees, ticket charges, advisory services, financial planning, and third-party investment advisor (“TPIA”) services.

Through the POMWFP, Clients are provided with portfolio management services using model and/or asset allocation portfolios. Each model portfolio focuses on a particular investment goal.

The IAR will assist Clients in understanding the nature of the POMWFP and determining its suitability, identifying the Client’s investment objectives, establishing the Client’s risk tolerance; all based on

information provided by the Clients concerning their financial situation, personal and financial goals, risk tolerance, investment time horizon and other similar factors.

Once the Client's goals and objectives are established and an investment profile is created, the IAR may provide a copy of the Client's investment profile to the TPIA, also commonly known as a portfolio manager or investment manager, for implementation. The IAR may continue to monitor the Client's POMWFP account to evaluate if the investment style and portfolio model selected by the Clients continues to match the Client's investment profile. The IAR must meet with the Clients at least annually (either in person or via telephone) to evaluate the Client's ongoing participation and specifically determine whether there has been any change in the Client's financial circumstances. Any such changes by the Clients will be communicated and facilitated by the IAR with the TPIA. It is important to note that models & allocations are always managed by the TPIA based on the discipline of each individual model or allocation. If the Client's personal circumstances change, they should contact their IAR to consider a reallocation of their portfolio accordingly.

The Clients have the opportunity to place reasonable restrictions on the types of investments to be held in their account. The Clients will retain individual ownership of all securities.

Account supervision is guided by the Client's stated objectives (i.e., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations.

The POMWFP Investment Management Agreement ("IMA") which is the document between the Firm and the Clients may be modified from time to time upon such terms and conditions that may be mutually agreed upon in writing, if deemed necessary.

This POMWFP Brochure is limited to describing the services, fees, and other necessary information Clients should consider prior to becoming Clients within the POMWFP. For a complete description of the other services and fees offered by our Firm, Clients should refer to our Form ADV Part 2: Firm Brochure.

You should have received a copy of our Firm Brochure from your IAR. If you did not, please contact us at (810) 207-5311 or by email to info@pomwealthmanagment.com and a copy will be sent to you.

Fees

The annual percentage single fee charged to Clients for the POMWFP is **1.99%**. If these services were rendered separately, Clients may be able to secure a lower or higher total cost, depending on where the collective and identical services are being rendered.

Fees are paid from the POMWFP to each TPIA for sub-advisory services provided to the Clients in accordance with each agreement. These fees vary from each TPIA, based on various factors such as strategy type, complexity, trading frequency, and total assets managed by each TPIA acting as a sub-advisor for the Firm's Clients.

The Firm reserves the right to negotiate fees with the Clients. The Clients may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific products, models, holdings, and TPIA(s) making up their total portfolio. This program may cost the Clients more or less than purchasing securities or advisory services separately. The factors that bear upon the relative cost of the program may include but are not limited to some or all of the following:

- Trading activity
- TPIA/Sub-Advisor fees
- Record and Performance keeping services
- Administrative services
- Complexity and strategy implemented
- Advisory and financial services

➤ Asset types

➤ Custodial and Administrative fees

Wrap fees are withdrawn from the Client's account held at TD Ameritrade Institutional and will be calculated by the Firm's accounting department.

The POMWFP fees are charged quarterly in advance based on the ending account balance as of the last business day of the month prior to the start of the quarter.

The POMWFP fee will be calculated as follows:

The annual Advisory Management Fee is **1.99%**. It is calculated by applying the 1.99% percentage rate to the total asset value being managed. These fees apply to the total managed assets in the Client(s) account(s) which may be fully invested, partial invested or entirely in cash. For accounts opened and/or addition of assets added to account interim quarter, the fee will be calculated the same but then prorated for the balance of the total days left in the quarter from the time the AUM that was added to the Client(s) custodial account. The following example shows how the quarterly fee is calculated based on the quarterly ending asset value.

In this example, the quarterly Investment Management Fee will be calculated based on the last day quarterly ending AUM value of \$365,000 x 1.99% (Annual Management Fee) = \$7,263.5 ÷ 365 (days in a year) x 90 (days in the quarter) = \$1,791 quarterly fee to be billed on or around the 7th of the month following the end of the quarter.

NOTE: Days calculated in this example are based 90 days in a quarter and 365 days in a year. Depending on the quarter or year, the days may differ and should be applied accordingly.

The minimum amount required to open an account is \$250,000 for asset management services. However, in its sole discretion, the IAR may waive or lower this minimum. IARs that elect to lower the required minimum amount to open an account for Clients will specify that a minimum quarterly fee of \$75.00 per individual per account will take precedence if the quarterly fee calculated based on the asset amount is less than \$75.00.

Clients are cautioned that depending on the level of fees charged by the executing broker-dealer, and the amount of portfolio activity in the Clients' account, the value of the services provided under the POMWFP may exceed the total cost of such services had they been provided separately. In addition, the POMWFP Fee may be higher or lower than that charged by other sponsors of comparable Wrap Fee Programs. Additionally, a disparity in wrap fees may exist between the wrap fees charged to other Clients.

Other Fees and Expenses

The POMWFP fees do not include expenses of mutual funds and electronically traded funds (ETFs), mark-ups, mark-downs, or spreads paid to market makers, and/or odd-lot differential fees.

All accounts are subject to a minimum quarterly fee of \$75.00 per account, billed quarterly in advance. Additionally, there are certain type of Step-Out fee that are not included in the wrap-fee. These fees are assessed on every account regardless of account or fee type which include a monthly technology fee of \$3.25 per account, if the client requests held-away asset aggregation a fee of \$2.50 per month per type of account i.e., IRA account linking to held-away IRA account. Both of these fees are billed quarterly in advance. Additionally, a separate fee of \$25 per Mutual Fund for all incoming or transferred in-kind Mutual Fund's to be liquidated and allocated accordingly. Reg. D securities held at the custodian will be charged \$250.00 per security annually. These fees will either be charged directly by the custodian or debited to the Firm, in which the Firm will bill the client(s) separately for reimbursement.

Note: The Firm does not receive any compensation for fees charged by the custodian. If the Client(s) chooses to close their account with the Firm and transfer their account(s) to another custodian, the custodian will charge a transfer/closing fee of \$125.00 to assist with the completion of the asset transfer process. Please, carefully review your contract with your current custodian to better understand these fees and other fees that they may charge for various services.

Compensation

The Firm and its IARs are compensated from the fees paid through the POMWFP. A portion of this compensation may be more or less than what the Firm and IAR would receive if Clients participated in other programs or paid separately for similar financial and asset management advice and/or services. This compensation is based on the remainder of the fees paid after all administrative costs and expenses are paid for along with TPIAs and Sub-Advisors expenses within the POMWFP. The expense range between 25-125 basis points (bp) for providing but not limited to: consulting, signals, sub-advisory and asset management services. Although these internal amounts may be changed from time to time without notice to the Clients, such changes will **not** impact the total Wrap Fee paid and agreed to by Clients.

Refund/Termination Of Advisory Relationship

The Investment Management Agreement may be canceled at any time, by either party, for any reason upon receipt of 5 business days written notice. As disclosed above, certain fees are paid in advance of services provided. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. Once a Client's account(s) have been transferred (Closed) to another custodian, the Clients should contact the Advisor and/or the Firm to initiate facilitate a pro-rata fee refund in a timely manner. If the Firm is not contacted by the Clients, the Firm's accounting system will be notified of the transfer at the end of the billing cycle. A Firm personnel will contact the Clients to discuss the pro-rata refund. This refund timing may take up to 90 days based on when the Clients transferred their account. We encourage the Clients to notify the Firm as soon as possible when they transfer their account so that the refund process can be started as soon as possible. The pro-rata refund amount owed to Clients will be calculated as follows:

Fees paid to Firm during the current calendar quarter ÷ (divided) by the number of days in the current quarter x (multiplied) by the number of days remaining until the end of current calendar quarter less the account closing fee by the Firm = (equals) the amount to be refunded. Please note and check with the custodian as there also may be an account closing fee assessed by the Custodian as well.

*NOTE: For notice of termination by Clients, please contact us at (810) 207-5311 or by email to info@pomwealthmanagement.com.

The Clients has the right to terminate an agreement without penalty within 5 business days after entering into the agreement.

ITEM 5: ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

Minimum Account Requirements

Participation in this POMWFP is subject to certain minimum account requirements. For a more detailed understanding of these requirements, please review the disclosures provided in the preceding section.

Minimum amount generally required to open an account is \$250,000 for asset management services. However, in its sole discretion, the IAR may waive or lower this minimum.

Types of Clients

The Firm may provide advisory services in the POMWFP, where appropriate, to:

- Individuals
- High net worth individuals & family offices
- Small to mid-sized banks and credit unions
- Non-profit entities
- Qualified Plan Sponsored - 403(b), 457, 401(k) plans
- Various type of operating business structures
- Sponsors of private company defined contribution plans (qualified and non-qualified)
- Trusts

For retail Clients, accounts must be held at a qualified custodian designated for retail Clients. The respective custodian has its own account opening, maintenance, and compliance requirements. Each account must be approved by the respective custodian.

ITEM 6: PORTFOLIO MANAGER SELECTION AND EVALUATION

The Firm will not refer Clients to any Sub-Advisor or Third-Party Money Manager “TPIA” that is not appropriately State or SEC registered.

Portfolio Manager Selection

As previously disclosed, the Firm provides access so the IAR may recommend the services of various TPIA’s to provide asset management services based on the Client’s individual needs. The Firm’s Advisors may recommend the use of A Smarter Way to Invest, Inc. (“ASWTI”) as its TPIA. ASWTI provides various types of asset management services for both non-retirement and retirement plan assets and plan types i.e., IRA’s Trusts, joint accounts, 401(k) plans, profit sharing, cash balance plans, etc. Additionally, ASWTI offers an exclusive multi-manager investment portfolio of risk-based allocations called: A Smarter Way to Invest^{M2} (“ASWTI^{M2}”). If chosen, by the Advisor and the Client’s assets will then be managed by ASWTI^{M2} based upon the Client’s stated investment goals, objectives, and risk tolerance of the Client’s. ASWTI has access to additional TPIAs and/or Sub-Advisors as well as our IAR’s may request or want to consider for their Client’s once approved by the Firm.

The Firm’s IAR’s may not recommend a TPIA without our Firm’s due-diligence reviews and approval, as well as the TPIA must be registered or exempt from registration as an investment advisor in the Client’s home state. We evaluate TPIAs based on information provided by that TPIA, including descriptions of its investment process, asset allocation strategies, sample portfolios, and the TPIA’s disclosure brochure. We also analyze performance, risk characteristics and management style. TPIA performance is reviewed periodically.

Circumstances under which a TPIA might be removed include (but are not limited to) poor performance, significant deviation from the TPIA’s stated investment discipline, or material changes in the organization. Similarly, the Firm may, as an alternative, recommend changing TPIAs for any of the foregoing or other reasons, including a Client’s dissatisfaction.

Portfolio Performance Reporting

As disclosed in Services, Fees and Compensation in Item 4 of this brochure, participating Clients assets are managed by TPIAs or sub-advisors thereof. These firms may provide Clients with periodic newsletters and performance reporting.

The Firm periodically reviews TPIAs that provide sub-advisory services to the Firm's Clients to determine their ongoing utility. The Firm includes in its review the underlying expenses, relative performance, limitations of strategies and correlations to other TPIAs. The Firm seeks to provide its Clients with a suite of diverse TPIAs.

Performance History:

The Firm evaluates the relative and absolute performance history of each prospective TPIA to examine performance during various market conditions.

Investment Cost:

The Firm may examine the cost of underlying holdings, where applicable, in order to determine if a given TPIA has any conflicts of interest or if a TPIA has an excessively expensive strategy. Because our managed fees are wrapped, the Firm looks to minimize any expense which cannot be reimbursed such as ETF and mutual fund expenses. TPIAs who use 1X's, 2X's, 3X's times leveraged and sector-based exchange-traded funds (ETFs) will be evaluated to determine if they are seeking to minimize excessive costs.

Total Assets Under Management:

The Firm may evaluate the level of assets managed by each TPIA and within each strategy offered by each TPIA. This is to determine the long-term viability and limitations of each strategy which may arise from either insufficient capital or excess capital being associated with each strategy.

MAR and/or CALMAR Ratio:

The Firm may examine each TPIA's MAR or CALMAR ratio to determine the relative value of annual performance realized against the largest drawdown each strategy has had over a specific period of time. Each TPIA employs their own methods of analysis in providing sub-advisory services.

Affiliated Portfolio Managers

Selection of Affiliated Portfolio Managers

In addition to utilizing portfolio managers unaffiliated with our firm, participating asset managers in this POMWFP include portfolio managers of firms affiliated with the Firm through common ownership or control of our firms (hereinafter referred to as "Affiliated Managers"). The Firm's processes for evaluating Affiliated Managers are consistent with those used for unaffiliated managers. We recognize the inherent conflicts of interest when assessing Affiliated Managers and assisting Clients in selecting investment managers, because the Firm and/or our affiliates may receive more aggregate fees if Clients select an investment manager that is affiliated with our firm. We seek to mitigate some of the associated conflicts of interest by applying these uniform standards to ensure that Client's assets are managed in a fiduciary and best interest standard.

ITEM 7: CLIENT INFORMATION PROVIDED TO IAR

IARs with our firm are responsible for developing an initial financial profile of the prospective Clients. Prior to opening an account, we may assist in determining a participant's profile for the POMWFP by obtaining from the participant appropriate information (i.e., investment objectives, risk tolerance, time horizon, and any reasonable restrictions Clients wishes to impose upon the management of the account). Initial investment strategy is jointly determined based on an assessment of the information provided by Clients.

While the IAR will provide Clients with periodic reminders, it remains the Client's responsibility to advise us of any changes to the information previously provided that might impact the ongoing suitability of any prior determined investment strategy(ies) and/or objectives.

The Firm's IARs are expected to contact each of their Clients at least annually to verify that there has been no change(s) in the Client's financial circumstances and/or investment objectives.

ITEM 8: CLIENT CONTACT WITH PORTFOLIO MANAGERS

The Client's IAR is available to discuss the management and performance of the Client's account and changes in the Client's situation which may have an impact on the management of the Client's account with the TPIA.

Clients are in direct contact with their IAR, but **not** generally in direct contact with the TPIA. The Advisor provides the TPIA with the Clients desired allocation(s) for their portfolio.

ITEM 9: ADDITIONAL INFORMATION

Disciplinary Information

Our Firm nor any of its management persons has been the subject of any legal or disciplinary events. For further details regarding this topic please refer to Item 9 of Peace Of Mind Wealth Management's ADV 2A Brochure.

Other Financial Industry Activities and Affiliations

POM does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker-dealer.

IARs of the Firm may be licensed and appointed to sell insurance products through various insurance companies. These insurance products including but not limited to: life insurance, disability, Health & Medicare supplement insurance and fixed or indexed annuities, may be offered through "Advisor Share", a third-party Independent Marketing Organization ("IMO") to assist the Firm's IARs with fulfilling their Clients planning needs, using fixed products, as necessary. IARs will receive commissions and other incentives paid directly from the insurance carrier or the IMO. These commissions are in addition to and separate from the advisory fees charged. Clients are not obligated to implement insurance product recommendations made by the Firm's IARs. Additionally, the Firm also does receive a "compliance oversight" fee from the IMO for the sale of insurance products by its IARs. As a fiduciary, the Firm's IARs will act in the best interest of the Clients, independent of the amount of commission received.

For further details regarding this topic please refer to Item 10 of Peace Of Mind Wealth Management's ADV 2A Brochure.

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

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

POM and our personnel owe a duty of loyalty, fairness, and good faith towards our Clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

A copy of our Code of Ethics is available to our advisory Clients and prospective Clients. You can submit a request for a copy to info@pomwealthmanagement.com, or by calling us at (810) 207-5311.

For further details regarding this topic please refer to Item 11 - Code of Ethics, Participation, or Interest in Client Transactions and Personal Trading in Peace Of Mind Wealth Management's ADV 2A Brochure.

Review of Accounts

At least annually, IARs will contact the Clients (either in person or over the phone) to review and update, as necessary, the Client's investment profile. However, should there be any material change in the Client's personal and/or financial situation, we should be notified immediately to determine whether any review and/or revision of the Client's investment profile is warranted.

For further details regarding this topic please refer to Item 13 – Review of Accounts in Peace Of Mind Wealth Management's ADV 2A Brochure.

Client Referrals and Other Compensation

POM may engage solicitors for referring potential Clients to our firm. If solicitors are engaged, the solicitors will meet the appropriate requirements to perform such duties. If applicable, please review the Solicitors agreement.

POM does not accept or allow our related persons to accept any form of compensation, including cash, sales awards, or other prizes, from a non-Client in conjunction with the advisory services we provide to our Clients.

Financial Information

As an advisory firm that maintains discretionary authority for Clients accounts, we are required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. POM has no additional financial circumstances to report.

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per Client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

POM has not been the subject of a bankruptcy petition at any time since its inception.