ASPIRE

WEALTH MANAGEMENT
& TAX CENTER

7400 W. 130th St., Suite 130
Overland Park, KS 66213
United States

913.322.3500
https://aspirewealthmgt.com
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This wrap fee program brochure provides information about the qualifications and business practices of Aspire Wealth Management. If you have any questions about the contents of this Brochure, please contact us at (913) 322-3500 or via email at ToddSchick@AspireWealthMgt.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.

Aspire Wealth Management is a Registered Investment Adviser. Registration of an investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information that you may use to determine whether to hire or retain them.

Additional information about Aspire Wealth Management is also available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as CRD number. The CRD number for Aspire Wealth Management is 311368. The SEC's web site also provides information about any persons affiliated with Aspire Wealth Management who are registered, or are required to be registered, as Investment Adviser Representatives of Aspire Wealth Management.

ITEM 2 MATERIAL CHANGES

Since our most recent annual update on March 30, 2022, we have registered with the SEC.

In the future, this section of the brochure will discuss only the specific material changes that were made to the Brochure and will provide you with a summary of all material changes that have occurred since the last filing of this Brochure. This section will also identify the date of our last annual brochure update.

Currently, our Brochure may be requested at any time, without charge, by contacting Aspire Wealth Management at (913) 322-3500.

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ITEM 4 – SERVICES, FEES AND COMPENSATION

Aspire Wealth Management is a Registered Investment Adviser ("Adviser") which offers investment advice, securities, insurance, and other financial services to clients ("you"). We have applied for registration with the SEC.

We provide investment advice through Investment Adviser Representatives ("Representative") associated with us. These individuals are appropriately licensed, qualified, and authorized to provide advisory services on our behalf. In addition, all Representatives are required to have commensurate industry or educational experience.

Aspire Wealth Management was founded in 2015 by Managing Member Todd A. Schick, CFP, CLU, ChFC. We registered to provide Investment Advisory Services in 2020. Prior to 2020, Aspire Wealth Management operated as a DBA through which we provided insurance related services and provided investment advisory services through AE Wealth Management, LLC. We provide portfolio management services primarily to clients, consisting of individuals, high net worth individuals, estates, and small businesses through a wrap fee program.

Wrap Fee Program

We provide asset management services to individuals and businesses. Our focus is on helping you develop and execute plans that are designed to build and preserve your wealth. We currently provide our asset management services in investment programs that bundle or "wrap" services (investment advice, trade execution, custody, etc.) together and charge a single fee based on the value of assets under management.

This is a program that allows us to create an investment model portfolio and manage it within your investment guidelines and financial parameters. This program enables you to pursue your investment objectives with us as manager all in one consolidated portfolio. We will serve as the investment Adviser to manage only one asset class (e.g., large capitalization common stock portfolio or duration-limited fixed income portfolio) or one investment style from its investment product offering. In such an investment advisory relationship, the portfolio's investment strategy is more limited by the specific product or investment style being sought by the client. The investments in the portfolio account may include mutual funds, stocks, bonds, ETFs, closed end funds, etc.

We will meet with you to discuss your financial circumstances, investment goals and objectives, and to determine your risk tolerance. We will ask you to provide statements summarizing current investments, income and other earnings, recent tax returns, retirement plan information, other assets and liabilities, wills and trusts, insurance policies, and other pertinent information.

Based on the information you share with us, we will analyze your situation and recommend an appropriate Wrap Fee Program. You will be provided with a targeted strategic allocation of assets by class.

As part of our asset management services provided with our Wrap Fee Programs, we will:

- Review your present financial situation
- Monitor and track assets under management
- Provide portfolio statements, asset allocation statement, rebalanced statements as needed
- Advise on asset selection
- Determine market divisions through asset allocation models
- Provide research and information on performance and fund management changes
- Build a risk management profile for you
- Monitor our portfolios for style drift and benchmark performance, and provide portfolio rebalancing as necessary
- Assist you in setting and monitoring goals and objectives
- Provide personal consultations as necessary upon your request or as needed.

You must notify us promptly when your financial situation, goals, objectives, personal circumstances, or needs change.

You shall not have the ability to impose restrictions on the management of your account.

Under certain conditions, securities from outside accounts may be transferred into your advisory account; however, we may recommend that you sell any security if we believe that it is not suitable for the current recommended investment strategy. You are responsible for any taxable events in these instances. Certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is not indicative of future results.

We manage assets on a discretionary basis, which means you have given us the authority to determine the following without your consent:

- Securities to be bought or sold for your account
- Amount of securities to be bought or sold for your account
- Broker-dealer to be used for a purchase or sale of securities for your account.
- Commission rates to be paid to a broker or dealer for your securities transaction.

Trading may be required to meet initial allocation targets, after substantial cash deposits that require investment allocation, and/or after a request for a withdrawal that requires liquidation of a position. Additionally, your account may be rebalanced or reallocated periodically in order to reestablish the targeted percentages of your initial asset allocation. This rebalancing or reallocation will occur on the schedule we have determined together. You will be responsible for any and all tax consequences resulting from any rebalancing or reallocation of the account. We are not tax professionals and do not give tax advice. However, we will work with your tax professional to assist you with tax planning. You will have the opportunity to meet with us periodically to review the assets in your account.

We will help you open a custodial account(s). The funds in your account will be held in a separate account, in your name, at an independent custodian, and not with us. We require that our clients use Charles Schwab & Co., Inc. (Schwab), a FINRA-registered broker-dealer, member SIPC, as the qualified custodian. . You may also choose to incorporate financial planning, as described in our ADV Part 2A, as a part of your wrap fee. Clients will also have the option of having recurring subscription fees for financial planning. The recurring subscription will automatically renew at the end of the billing period unless cancelled by either party. Either party may terminate the Agreement at any time, for any reason, and prepaid consulting fees will be refunded on a pro-rated basis. Such termination will be effective upon receipt by the non-terminating party of written notification from the other party that the Agreement is terminated.

You will also receive our Advisory Agreement which describes what services you will receive and what fees you will be charged. We are available during normal business hours either by telephone, fax, email, or in person by appointment to answer your questions.

Fees and Compensation

A wrap fee program allows you to pay a specified fee for portfolio management services and the execution of transactions. The fee is not based directly upon transactions in your account. The fee is bundled with our costs for executing transactions in your account(s).

The minimum account opening balance is $25,000, which is negotiable based upon certain circumstances and at the Adviser's discretion. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees are charged monthly, in arrears. Payments are due and will be assessed on the last day of each month, based on the monthly ending balance of the account(s) under management for the preceding month. The Adviser will pro rate for deposits and withdrawals in the account during the billing period. For clients who do not choose to incorporate our financial planning services, fees will be calculated as follows:

Fee Schedule without Financial Planning	
AUM	**Fee Percent (negotiable range)**
Up to $99,999.99 billed at	1%-1.99%
Next, $100,000 to $749,999.99 billed at	.75%-1.99%
Next $750,000 to $1,999,999.99 billed at	.5%-1.99%
$2,000,000 bill and over billed at	.25%-1.99%

For clients who choose to incorporate our financial planning services, fees will be calculated as follows:

Fee Schedule with Financial Planning	
AUM	**Fee Percent (negotiable range)**
Up to $99,999.99 billed at	1.5%-2.5%
Next, $100,000 to $749,999.99 billed at	1.0 %-2.5%

Next $750,000 to $1,999,999.99 billed at	.75 %-2.2%
$2,000,000 bill and over billed at	.5 %-2%

* The fees for clients who choose to incorporate our financial planning services are higher than the industry average. This is because, in addition to discretionary asset management services, we also include financial planning services and consulting. Financial planning and consulting may include, but is not restricted to, ongoing reviews concerning assets held away from Aspire Wealth Management.

Our Advisory Agreement defines what fees are charged and their frequency. The fees shown above are annual fees and are negotiable based upon certain circumstances. Fees for partial periods will be charged on a pro rata basis based on the number of days remaining in the billing period. No increase in the wrap fee shall be effective without prior written notification to you. We believe our wrap fee is reasonable considering the fees charged by other investment Advisers offering similar services/programs. Our fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of your funds.

If the Wrap Fee Brochure is not delivered to the Client at least 48 hours prior to entering into the management agreement, the Client may terminate the agreement for services within five business days of execution without penalty. After the five-day period, either party, upon 30 days written notice to the other, may terminate the management agreement. The management fee will be pro-rated for the month in which the cancellation notice was given and any unearned fees will be returned to the client via check.

You will authorize the custodian to directly debit fees from your account held at the custodian and to pay us. By doing so, you shall authorize the Custodian to pay directly to Aspire Wealth Management upon receipt of notice, the Account's investment advisory services fee. Fee withdrawals will occur no more frequently than monthly from the Client's Account, unless specifically instructed otherwise by the Client. Management fees are prorated for each contribution and withdrawal made during the applicable calendar quarter (with the exception of small inconsequential contributions and withdrawals). You will be provided with a quarterly statement reflecting deduction of the advisory fees. If you do not want us to charge your account for the fee, you may pay the fee directly to us. We will send you an invoice detailing the fee calculation. Fees are due in full fifteen (15) days after receipt of the invoice.

By participating in a wrap fee program, Clients may end up paying more or less than they would through a non-wrap fee program. The relative cost of the program includes trade execution costs that would typically be passed directly through to the Client by the executing broker. Clients could invest in debt and equities directly, without the Adviser's services. In that case, Clients would not receive the services provided by the Adviser which are designed, among other things, to assist in determining which funds are appropriate for the portfolio and the Client's Account.

In our wrap fee program, we include all trade charges for your account; however, our fees do not include other related costs and expenses. You may incur certain charges imposed by custodians, and other third parties. These include custodial fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds, money market funds and exchange-traded funds (ETFs) also charge internal management fees, which are disclosed in the fund's prospectus. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as "12(b)(1) fees". These 12(b)(1) fees come from fund assets, and thus indirectly from clients' assets. We do not receive any compensation from these fees. All of these fees are in addition to the management fee you pay us. You should review all fees charged to fully understand the total amount of fees you will pay. Services similar to those offered by us may be available elsewhere for more or less than the amounts we charge.

Since the Adviser does not charge Clients fees based on trading activity, the Representative may have an incentive to limit trading activities in Client account(s) because the Adviser is charged for executing trades. In addition, the amount of compensation received by the Adviser may be more than what the Adviser would receive if the Client paid separately ("unbundled") for investment advice, brokerage, and other services. Therefore, the Representative a may have a financial incentive to recommend the wrap fee program over other programs or services. The Adviser monitors all Client accounts to ensure that the Adviser's fiduciary duty is met for all Clients. Any breaches of the Adviser's fiduciary duty are noted and appropriate repercussions are initiated to deter such behavior.

Independent Managers

Aspire Wealth Management may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Adviser may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Adviser will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its Clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s], will be provided with the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures). As part of the Adviser's due diligence efforts, the Adviser will also ensure the Independent Manager is properly registered or noticed file in the state in which the Client resides.

The Client should carefully review the ADV Part 2 disclosure document of the Independent Manager for complete details on the charges and fees you will incur.

The Client will be separately charged an asset-based fee by the Independent Manager[s] for discretionary investment management. The Adviser does not share in these fees nor have the ability to negotiate these fees. Independent Manager fees will generally range from 0.25% to 0.50% annually. The Representative will ensure the Client receives all disclosures regarding the Adviser's fees and the Independent Manager's fees. Clients should refer to the Independent Manager's Form ADV Part 2A for additional information regarding fees.

The fee to each Independent Manager shall be incorporated into Negotiated Annual Fee described in your Advisory Agreement. The Independent Manager shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] for the respective monthly-ending period pursuant to the Independent Manager[s] contractual fee methodology. All securities held in accounts will be independently valued by the Custodian or the Independent Manager[s]. The Adviser will not have the authority or responsibility to value portfolio securities.

As of December 31, 2022, we had $138,400,000 in Assets under Management. Of these assets, $60,955,551 was managed on a discretionary basis and $77,444,449 was managed on a non-discretionary basis.

ITEM 5 – ACCOUNT REQUIREMENTS TYPES OF CLIENTS

We normally require an initial minimum account size opening balance of $25,000. However, the account size is negotiable based upon the individual circumstances and at the discretion of the Adviser. Participation in the wrap fee program generally is initiated by submitting a completed account application, advisory agreement, and risk questionnaire.
The Adviser provides portfolio management services to individuals, high net worth individuals, estates, corporations, trusts, and small business owners.

ITEM 6 – PORTFOLIO MANAGER SELECTION AND EVALUATION

Portfolio Managers

Our Independent Manager, A.E. Wealth Management, serves as the portfolio manager for all Client accounts for the wrap fee program. All client accounts are managed by the portfolio manager: Todd Schick. The portfolio manager's background information can be found in their Form ADV Part 2AB and Wrap Brochure. Please review the Form ADV Part 2AB and Wrap Brochure of your Independent Manager for details.

Aspire Wealth Management reviews performance information provided through the Custodian.

Advisory Business

While we tailor our services for individual client need, we do not allow clients to impose restrictions on investing in certain securities or types of securities. We will review your financial circumstances, investment goals and objectives, and to determine your risk tolerance and then use this information to determine which investment strategy is appropriate for your circumstances.
In addition to the services described above, we also offer financial planning and consulting services. Please see Item 4 of our ADV Part 2A for additional details regarding our other services.

Performance-Based Fees and Side-by-Side Management

The Adviser does not charge any performance-based fees. These are fees based on a share of capital gains on or capital appreciation of the assets of a Client. The Adviser does not perform side-by-side management.

Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

We use a wide array of different long-term strategies as part of our overall investment management discipline with the aim of meeting your investment goals; the implementation of these analyses as part of our investment advisory services to you may include any, all or a combination of the following:

Fundamental Analysis

Fundamental analysis is a technique that attempts to determine a security's value by focusing on the underlying factors that affect a company's actual business and its future prospects. Fundamental analysis is about using real data to evaluate a security's value. It refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements.

The end goal of performing fundamental analysis is to produce a value that we can compare with the security's current price, with the aim of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short).

Modern Portfolio Theory (MPT)

We use Modern Portfolio Theory to help select the funds we use in your account.

Modern portfolio theory tries to understand the market as a whole, rather than looking for what makes each investment opportunity unique. Investments are described statistically, in terms of their expected long-term return rate and their expected short-term volatility. The volatility is equated with "risk," measuring how much worse than average an investment's bad years are likely to be. The end goal is to identify your acceptable level of risk tolerance, and then to find a portfolio with the maximum expected return for that level of risk.

Technical Analysis

Technical Analysis is a technique that attempts to determine a security's value by developing models and trading rules based upon price and volume transformation. Technical analysis assumes that a market's price reflects all relevant information so the analysis focuses on the history of a security's trading behavior rather than external drivers such as economic, fundamental and news events. The practice of technical analysis incorporates the importance of understanding how market participants perceive and act upon relevant information rather than focusing on the information itself. Ultimately, technical analysts develop trading models and rules by evaluating factors such as market trends, market participant behaviors, supply and demand and pricing patterns and correlations.

As with other types of analysis, the predictive nature of technical analysis can vary greatly; models and rules are often modified and updated as new patterns and behaviors develop. Past performance is not an indicator of future return.

Economic Analysis and Stress Testing

Stress testing is a risk management tool and analysis used to simulate an economic crisis and determine if this event could impact a client's assets. By implementing a stress test, we are able to identify potential worst-case scenarios in order to manage a client's exposure to risk. Based on the results of stress testing, we can take strategic actions such as adjusting economic capital levels or adjusting portfolio mix, which might result in enhanced economic returns.

Cyclical Analysis

While we do not attempt to time the market, we may use cyclical analysis in conjunction with other strategies to help determine if shifts are required in your investment strategies depending upon long and short-term trends in financial markets and the performance of the overall national and global economy.

Charting Analysis

Charting analysis is a method utilized to perform analysis and forecasting of the stock market or commodity market prices and trends. Some of the charts that are used for the analysis are bar charts, point-and-finger charts and candlestick charts. The charts are used to plot factors such as average price movement, highs and lows of prices, open interest, settlement prices and volume trading.

As with other types of analysis, the predictive nature of charting analysis can vary greatly; models and rules are often modified and updated as new patterns and behaviors develop. Past performance is not an indicator of future returns.

Investment Strategies

In order to perform this analysis, we use many resources including, but not limited to:

- Financial newspapers and magazines (e.g. Wall Street Journal, Forbes, etc.)
- Morningstar
- Annual reports, prospectuses, filings
- Online Financial Resources
- Onsite visits
- Company press releases and websites

The investment strategies we use to implement any investment advice given to you include, but are not limited to:

- Long term purchases -securities held at least a year
- Trading -securities sold within 30 days

Risk of Loss

We cannot guarantee our analysis methods will yield a return. In fact, a loss of principal is always a risk. Investing in securities involves a risk of loss that you should be prepared to bear. You need to understand that investment decisions made for your account by us are subject to various market, currency, economic, political and business risks. The investment decisions we make for you will not always be profitable nor can we guarantee any level of performance.

A list of all risks associated with the strategies, products and methodology we offer are listed below:

Bond Fund Risk

Bond funds generally have higher risks than money market funds, largely because they typically pursue strategies aimed at producing higher yields of the risks associated with bond funds include:

- Call Risk - The possibility that falling interest rates will cause a bond issuer to redeem—or call—its high-yielding bond before the bond's maturity date.
- Credit Risk — the possibility that companies or other issuers whose bonds are owned by the fund may fail to pay their debts (including the debt owed to holders of their bonds). Credit risk is less of a factor for bond funds that invest in insured bonds or U.S. Treasury bonds. By contrast, those that invest in the bonds of companies with poor credit ratings generally will be subject to higher risk.
- Interest Rate Risk — the risk that the market value of the bonds will go down when interest rates go up. Because of this, you can lose money in any bond fund, including those that invest only in insured bonds or Treasury bonds.
- Prepayment Risk — the chance that a bond will be paid off early. For example, if interest rates fall, a bond issuer may decide to pay off (or "retire") its debt and issue new bonds that pay a lower rate. When this happens, the fund may not be able to reinvest the proceeds in an investment with as high a return or yield.
- It ignores the influence of random events such as oil spills, product defects being exposed, and acts of God and so on.

Fundamental Analysis Risk

Fundamental analysis, when used in isolation, has a number of risks:

- There are an infinite number of factors that can affect the earnings of a company, and its stock price, over time. These can include economic, political and social factors, in addition to the various company statistics.
- The data used may be out of date.
- It is difficult to give appropriate weightings to the factors.
- It assumes that the analyst is competent.
- It ignores the influence of random events such as oil spills, product defects being exposed, and acts of God and so on.

Modern Portfolio Theory (MPT) Risk

Modern Portfolio Theory tries to understand the market as a whole and measure market risk in an attempt to reduce the inherent risks of investing in the market. However, with every financial investment strategy there is a risk of a loss of principal. Not every investment decision will be profitable, and there can be no guarantee of any level of performance.

Cyclical Analysis Risk

Looking at market cycles in conjunction with other investment strategies can be useful when making investment decisions. However, market cycles are not always predictable. Each financial investment strategy has benefits and risks. Not every investment decision will be profitable, and there can be no guarantee of any level of performance.

Exchange Traded Fund ("ETF") Risk

Most ETFs are passively managed investment companies whose shares are purchased and sold on a securities exchange. An ETF represents a portfolio of securities designed to track a particular market segment or index. ETFs are subject to the following risks that do not apply to conventional funds:

- The market price of the ETF's shares may trade at a premium or a discount to their net asset value;
- An active trading market for an ETF's shares may not develop or be maintained; and
- There is no assurance that the requirements of the exchange necessary to maintain the listing of an ETF will continue to be met or remain unchanged.

Insurance Product Risk

The rate of return on variable insurance products is not stable, but varies with the stock, bond and money market subaccounts that you choose as investment options. There is no guarantee that you will earn any return on your investment and there is a risk that you will lose money. Before you consider purchasing a variable product, make sure you fully understand all of its terms. Carefully read the prospectus. Some of the major risks include:

- Liquidity and Early Withdrawal Risk – There may be a surrender charges for withdrawals within a specified period, which can be as long as six to eight years. Any withdrawals before a client reaches the age of 59 ½ are generally subject to a 10 percent income tax penalty in addition to any gain being taxed as ordinary income.
- Sales and Surrender Charges – Asset-based sales charges or surrender charges. These charges normally decline and eventually are eliminated the longer you hold your shares. For example, a surrender charge could start at 7 percent in the first year and decline by 1 percent per year until it reaches zero.
- Fees and Expenses – There are a variety of fees and expenses which can reach 2% and more such as:
    - Mortality and expense risk charges
    - Administrative fees
    - Underlying fund expenses
    - Charges for any special features or riders.
- Bonus Credits – Some products offer bonus credits that can add a specified percentage to the amount invested ranging from 1 percent to 5 percent for each premium payment. Bonus credits, however, are usually not free. In order to fund them, insurance companies typically impose high mortality and expense charges and lengthy surrender charge periods.
- Guarantees – Insurance companies provide a number of specific guarantees. For example, they may guarantee a death benefit or an annuity payout option that can provide income for life. These guarantees are only as good as the insurance company that gives them.
- Market Risk – The possibility that stock fund or bond fund prices overall will decline over short or even extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- Principal Risk – The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Mutual Funds Risk

The following is a list of some general risks associated with investing in mutual funds:

- Country Risk - The possibility that political events (a war, national elections), financial problems (rising inflation, government default), or natural disasters (an earthquake, a poor harvest) will weaken a country's economy and cause investments in that country to decline.
- Currency Risk -The possibility that returns could be reduced for Americans investing in foreign securities because of a rise in the value of the U.S. dollar against foreign currencies. Also called exchange-rate risk.
- Income Risk - The possibility that a fixed-income fund's dividends will decline as a result of falling overall interest rates.
- Industry Risk - The possibility that a group of stocks in a single industry will decline in price due to developments in that industry.
- Inflation Risk - The possibility that increases in the cost of living will reduce or eliminate a fund's real inflation-adjusted returns.
- Manager Risk -The possibility that an actively managed mutual fund's investment adviser will fail to execute the fund's investment strategy effectively resulting in the failure of stated objectives.
- Market Risk -The possibility that stock fund or bond fund prices overall will decline over short or even extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- Principal Risk -The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Stock Fund Risk

Overall "market risk" poses the greatest potential danger for investors in stocks funds. Stock prices can fluctuate for a broad range of reasons, such as the overall strength of the economy or demand for particular products or services.

Technical Analysis risk

- Technical analysis is derived from the study of market participant behavior and its efficacy is a matter of controversy.
- Methods vary greatly and can be highly subjective; different technical analysts can sometimes make contradictory predictions from the same data.
- Models and rules can incur sufficiently high transaction costs.

Independent Manager Risks

Performance of an Independent Manager may include the above-referenced risks. Further, an Independent Manager may not achieve the expected performance for its strategy[ies].

Overall Risks

Clients need to remember that past performance is no guarantee of future results. All funds carry some level of risk. You may lose some or all of the money you invest, including your principal, because the securities held by a fund goes up and down in value. Dividend or interest payments may also fluctuate, or stop completely, as market conditions change.

Before you invest, be sure to read a fund's prospectus and shareholder reports to learn about its investment strategy and the potential risks. Funds with higher rates of return may take risks that are beyond your comfort level and are inconsistent with your financial goals.

While past performance does not necessarily predict future returns, it can tell you how volatile (or stable) a fund has been over a period of time. Generally, the more volatile a fund, the higher the investment risk. If you'll need your money to meet a financial goal in the near-term, you probably can't afford the risk of investing in a fund with a volatile history because you will not have enough time to ride out any declines in the stock market.

Voting Client Securities

As a matter of firm policy and practice, we do not have any authority to and does not vote proxies on behalf of Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in your portfolios. We are authorized to instruct the custodian to forward you copies of all proxies and shareholder communications relating to your account assets. Further, the Adviser will not be required to take any action or render any advice with respect to any securities held in the Account, which are named in or subject to class action lawsuits. The Adviser will, however, forward to the Client any information the Firm receives regarding class action legal matters involving any security held in the Account and discuss such information if the Client so desires.

ITEM 7 – CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

The Adviser has access to all Client information obtained by the Representative with respect to the particular Client accounts that they manage. The Adviser does not provide Client information to any other portfolio managers.

ITEM 8 – CLIENT CONTACT WITH PORTFOLIO MANAGERS

The primary point of contact for Clients with respect to this wrap fee program is Todd Schick. Clients are always free to directly contact him with any questions or concerns they have about their portfolios or other matters.

ITEM 9 – ADDITIONAL INFORMATION

Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. We adhere to high ethical standards for all Investment Adviser Representatives and associates. We strive to do what is in your best interests.

During his previous employment at Park Avenue Securities, Todd Schick was the subject of a customer dispute involving the alleged unauthorized sale of equity securities. This matter was settled in 2008 in the amount of $8,497.10. Information regarding this event is available the SEC's website at www.adviserinfo.sec.gov.

Other Financial Industry Activities and Affiliations

Todd Schick, the Managing Member and Chief Compliance Officer for Aspire Wealth Management, is also a licensed insurance agent/broker with various companies. The sale of these products accounts for approximately 15 hours per month. He may attempt to sell those recommended insurance products to clients. When such recommendations or sales are made, a conflict of interest exists as insurance licensed Investment Adviser Representatives earn insurance commissions for the sale of those products, which may create an incentive to recommend such products. We require that all Investment Adviser Representatives disclose this conflict of interest when such recommendations are made. Also, we require Investment Adviser Representatives to disclose that clients may purchase recommended insurance products from other insurance agents not affiliated with us.

Todd Schick is also an investment Adviser representative for AE Wealth Management, LLC, another Registered Investment Adviser. His position with AE Wealth Management, LLC accounts for approximately 10 hours per month.

Todd Schick is also a registered representative of AE Financial Services, a FINRA-registered broker-dealer. Therefore, he has the ability to recommend securities products that will pay him a commission through his broker-dealer relationship. When such recommendations or sales are made, a conflict of interest exists as the registered representatives may receive more commissions from the sale of these products than from providing you with advisory services. Todd Schick spends approximately 8 hours per month in this role. We require that all IARs disclose this conflict of interest if and when such recommendations are made. We also require IARs to disclose to clients that they may purchase recommended products from other representatives not affiliated with us. Our Code of Ethics requires our IARs do what is in the client's best interests at all times. Todd Schick monitors all transactions to ensure that we put the needs of our clients first, not the commission he may receive. The broker-dealer also monitors all transaction to make certain they are suitable for the client.

Independent Managers

Aspire Wealth Management will be compensated by Independent Managers from advisory fees collected from the client. Details of these fees are/will be described in Item 5 – Fees and Compensation, and on the ADV Part 2A of the Independent Manager. This causes a conflict of interest in recommending certain Independent Managers since we may receive compensation for referring clients to these Managers. In order to mitigate this conflict of interest, we require all Investment Adviser Representatives to inform the client that they are under no obligation to implement any recommendations made by us or the Independent Manager.

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

General Information

We have adopted a Code of Ethics for all supervised persons of the firm describing its high standards of business conduct, and fiduciary duty to you, our client. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All of our supervised persons must acknowledge the terms of the Code of Ethics annually, or as amended.

Participation or Interest in Client Accounts

We may recommend securities to you that we have purchased for our own accounts. We may trade securities in our account that we have recommended to you as long as we place our orders after your orders. This policy is meant to prevent us from benefiting as a result of transactions placed on behalf of advisory accounts.

The following acts are prohibited:

- Employing any device, scheme or artifice to defraud
- Making any untrue statement of a material fact
- Omitting to state a material fact necessary in order to make a statement, in light of the circumstances under which it is made, not misleading
- Engaging in any fraudulent or deceitful act, practice or course of business
- Engaging in any manipulative practices
- Participating in client accounts

Clients and prospective clients may request a copy of the firm's Code of Ethics by contacting the Chief Compliance Officer.

Personal Trading

We may recommend securities to you that we will purchase for our own accounts. We may trade securities in our account that we have recommended to you as long as we place our orders after your orders. This policy is meant to prevent us from benefiting as a result of transactions placed on behalf of advisory accounts.

Certain affiliated accounts may trade in the same securities with your accounts on an aggregated basis when consistent with our obligation of best execution. When trades are aggregated, all parties will share the costs in proportion to their investment. We will retain records of the trade Order (specifying each participating account) and its allocation. Completed Orders will be allocated as specified in the initial trade order. Partially filled Orders will be allocated on a pro rata basis. Any exceptions will be explained on the Order.

We have established the following restrictions in order to ensure our fiduciary responsibilities regarding insider trading are met:

- No securities for our personal portfolio(s) shall be bought or sold where this decision is substantially derived, in whole or in part, from the role of Investment Adviser Representative(s) of Aspire Wealth Management, unless the information is also available to the investing public on reasonable inquiry. In no case, shall we put our own interests ahead of yours.

Aspire Wealth Management has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of "Access Persons". The policy requires that an Access Person of the firm provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Adviser selects; provided, however that at any time that the Adviser has only one Access Person, he or she shall not be required to submit any securities report described above.

Conflicts of Interest

Aspire Wealth Management representatives may employ the same strategy for personal investment account as they do for clients. However, orders will not be placed in a way to benefit from the purchase or sale of a security.
We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interests of all the accounts we advise.

Review of Accounts

Reviews will be conducted at least annually or as agreed to by us. Reviews will be conducted by our Chief Compliance Officer and Managing Member, Todd Schick. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, we will monitor for changes and shifts in the economy, changes to the management and structure of a mutual fund or company in which client assets are invested, and market shifts and corrections.

Reports

You will be provided with account statements reflecting the transactions occurring in the account on at least a quarterly basis. These statements will be written or electronic depending upon what you selected when you opened the account. You will be provided with paper confirmations for each securities transaction executed in the account. You are obligated to notify us of any discrepancies in the account(s) or any concerns you have about the account(s).

Client Referrals and Other Compensation

We do not receive any economic benefit from someone who is not a client for providing investment advice or other advisory services to our clients nor do we directly or indirectly pay any compensation to another person if they refer clients to us. However, we do utilize the services of A.E. Wealth Management as a Turnkey Asset Management Program (TAMP) to assist with billing and portfolio selection.

Financial Information

We do not solicit fees of more than $500, per client, six months or more in advance. We are required to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that would impair our ability to meet any contractual and fiduciary commitments to you, our client. We have not been the subject of any bankruptcy proceedings.