



Client Relationship Summary

Composition Wealth, LLC (CRD# 143483)

Our firm, Composition Wealth, LLC, is registered as an investment adviser with the U.S. Securities and Exchange Commission. Brokerage and investment advisory services and fees differ and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

RELATIONSHIPS AND SERVICES

What investment services and advice can you provide me?

- **Services:** We offer investment advisory services to retail investors. These services include comprehensive investment management which is a combination of discretionary portfolio management and financial planning or consulting. We may also offer portfolio management or financial planning and consulting services on a standalone basis. We do sponsor a legacy wrap fee program where we combine securities transaction fees and other fees and expenses with our investment advisory services. We work closely with you to identify your investment goals and objectives, as well as risk tolerance and financial situation in order to develop an investment approach.
- **Accounts, Investments, and Monitoring:** We provide services to individual, joint, retirement, trust and estate accounts. We primarily use exchange-traded funds, individual stocks, individual bonds and mutual funds in constructing portfolios. On a case by case basis, we may recommend the use of options as well as the use of illiquid investments such as private investment funds, hedge funds, and structured notes. We do not make available or offer advice with respect to only proprietary products or a limited menu of products or types of investments. As part of our services, we monitor portfolios and securities in accounts on a regular and continuous basis. We also meet with you at least annually, or more frequently, depending on your needs.
- **Investment Authority:** We provide our services on a perpetual and discretionary basis. We execute investment recommendations in accordance with your investment objectives without your prior approval of each specific transaction. Our engagement will continue until you notify us otherwise in writing.
- **Account Minimums & Other Requirements:** We generally require a minimum relationship size of \$500,000 in order to effectively implement our investment process. This amount may be waived or reduced at our sole discretion.
- **Additional Information:** For more detailed information on our relationships and services, please see Item 4 – Advisory Services, Item 13 – Review of Accounts and Item 7 – Types of Clients of our Form ADV Part 2A available via our firm’s [Investment Adviser Public Disclosure Page](#).

Conversation Starters: Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

FEES, COSTS, CONFLICTS, AND STANDARD OF CONDUCT

What fees will I pay?

- **Asset-Based Fees:** Our asset-based fees for comprehensive investment management or portfolio management services range up to 1.50% annually. This fee is collected on a quarterly basis and calculated as a percentage of the value of the cash and investments in your account[s] that we manage. This presents a conflict of interest as we are financially incentivized to encourage you to place more assets in your advisory account as you will pay more in advisory fees. If you are in our legacy wrap fee Program, you will not incur transaction fees to a broker dealer or bank that has custody of our assets, and therefore you can potentially have a higher asset-based advisory fee.
- **Fixed fees:** Our fixed project-based fees for financial planning range between \$2,000 and \$50,000. Fixed fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement, with the balance due upon completion of the agreed upon deliverable[s]. We provide you with an estimate of the total cost prior to engaging us for these services. Our fixed annual fees for ongoing financial planning range between \$2,000 and \$50,000 per year or will be based on a formula tied to client asset level. This fee is collected on a monthly or quarterly basis. Fixed

fees for project-based financial planning and ongoing financial planning are negotiable based on the nature and complexity of the services to be provided and the overall relationship with us.

- **Other Fees & Costs:** In addition to our advisory fee, you will also be responsible for third party manager fees, custody fees, account administrative fees, fees and expenses related to mutual funds and exchange-traded funds and applicable securities transaction fees. If you are in our wrap fee program, applicable securities transaction fees will be included in our advisory fees.
- **Additional Information: You will pay fees and costs whether you make or lose money on your investments.** Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For more detailed information on our fees, please see Item 5 – Fees and Compensation of our Form ADV Part 2A available via our firm’s [Investment Adviser Public Disclosure Page](#).

Conversation Starters: Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN ACTING AS MY INVESTMENT ADVISER?

How else does your firm make money and what conflicts of interest do you have?

- When we act as your investment adviser, we have to act in your best interest and not put our interests ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here is an example to help you understand what this means.

We are a licensed insurance agency and certain financial professionals are licensed as insurance professionals. We will earn commission-based compensation for selling insurance products, including insurance products sold to our clients. Insurance commissions earned by us are separate and in addition to advisory fees. However, we will never earn both a commission and an ongoing advisory fee on the same assets. You are under no obligation to purchase insurance products through us or any person affiliated with us.

- **Additional Information:** For more detailed information, please see Item 10 – Financial Industry Activities and Affiliations, Item 12 – Brokerage Practices and Item 14 – Client Referrals and Other Compensation of our Form ADV Part 2A available via our firm’s [Investment Adviser Public Disclosure Page](#).

Conversation Starters: How might your conflicts of interest affect me, and how will you address them?

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

- Our financial professionals are compensated based upon different structures. This includes either an agreed-upon salary or compensation based on the amount of assets that the financial professional advises on, or a combination of both. This means that, in some cases, financial professionals have an incentive to increase the asset size in the relationship or solicit new business, taking time away from the day-to-day servicing of existing clients.

DISCIPLINARY HISTORY

Do you or your financial professionals have legal or disciplinary history?

- Yes. You can visit Investor.gov/CRS for a free and simple search tool to research our firm and our financial professionals.

Conversation Starters: As a financial professional, do you have any disciplinary history? For what type of conduct?

ADDITIONAL INFORMATION

- You can find additional information about our investment advisory services by viewing our Form ADV Part 2A available via our firm’s [Investment Adviser Public Disclosure Page](#) and searching with our CRD# 143483 or by visiting Composition.com. You can request up to date information and a copy of our client relationship summary by contacting us at Info@Composition.com or **310.246.1243**.

Conversation Starters: Who is my primary contact person? Is he or she a representative of an investment advisor? Who can I talk to if I have concerns about how this person is treating me?



EXHIBIT

Material Changes

- The following material changes have been made to our Form CRS:
 - We have amended our legal and primary business name to Composition Wealth, LLC.
 - We have amended our fixed fee billing frequency for financial planning.



Form ADV Part 2A – Disclosure Brochure Effective: March 31, 2025

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Composition Wealth, LLC (“Composition Wealth” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (310) 246- 1243.

Composition Wealth is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Composition Wealth to assist you in determining whether to retain the Advisor.

Additional information about Composition Wealth and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 143483.





Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Composition Wealth.

Composition Wealth believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Composition Wealth encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last annual amendment filing on March 6th, 2025:

- The Advisor has amended its legal and business name from Miracle Mile Advisors, LLC to Composition Wealth, LLC.
- The Advisor has updated its disclosures to acknowledge the acceptance of proxy voting authority for specific legacy accounts and Clients in certain model portfolios. Please see item 17 for additional information.
- The Advisor has amended its fee methodology for Financial Planning Services. Please see item 5 for additional information.
- Matthew Dmytryszyn has been appointed as Chief Investment Officer of Composition Wealth, LLC.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 143483. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (310) 246-1243.

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Item 4 – Advisory Services

A. FIRM INFORMATION

Composition Wealth, LLC (“Composition Wealth” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company (LLC) under the laws of the State of California. Composition Wealth was founded in May 2007 and is a wholly owned subsidiary of Composition Wealth Holdings LLC (“Composition Wealth Holdings”). Composition Wealth Holdings, through various intermediate subsidiaries is owned by Angels Management LLC and Corsair VI Capital Partners AIV L.P. Angels Management LLC is primarily owned by Karp Family Holdings Corporation and Duncan E. Rolph. Karp Family Holdings Corporation is wholly owned by the Karp Family Trust U/A 6/27/2006. Corsair VI Capital Partners AIV L.P is primarily owned by Corsair VI Capital Partners Investors, LLC.

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Composition Wealth. For additional information please contact Marla Wooton (Chief Compliance Officer) at (310) 246-1243.

B. ADVISORY SERVICES OFFERED

Composition Wealth offers investment advisory services, which includes investment management, financial planning and retirement plan advisory services, to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, insurance companies, third party broker-dealers and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Composition Wealth’ fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Wealth Management Services

Composition Wealth typically provides clients with comprehensive wealth management services which generally includes financial planning and/or consulting services in conjunction with ongoing investment management of Client Portfolios. Composition Wealth works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy.

Financial Planning and Consulting Services – Composition Wealth will typically provide a variety of financial planning and consulting services to Clients as part of its wealth management services. Composition Wealth may also offer financial planning and consulting services on a standalone basis pursuant to a separate written financial planning and consulting agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client’s financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Composition Wealth may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client’s financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management



services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Portfolio Management Services – Composition Wealth will typically provide portfolio management services to Clients as part of its wealth management services. Composition Wealth may also offer portfolio management services on a standalone basis pursuant to a separate written agreement. Whether through wealth management or portfolio management services, Composition Wealth will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”), individual stocks and bonds to achieve the Client’s investment goals. On a case-by-case basis, the Advisor may recommend the use of options, independent third-party money managers (See Use of Independent Managers below) as well as the use of illiquid investments such as private investment funds, hedge funds, and structured notes to meet the needs of its Clients. The Advisor may retain other types of investments from the Client’s legacy portfolio due to fit with the overall portfolio strategy, tax-related reasons, or other reasons as identified between the Advisor and the Client.

Composition Wealth’ investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Composition Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Composition Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Composition Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Composition Wealth may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Composition Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Composition Wealth accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Use of Independent Managers – When it’s deemed to be in the Client’s best interest, Composition Wealth will recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio, based on the Client’s needs and objectives. In such instances, the Client may be required to authorize and enter into an investment management agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients’ investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager’s Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

Retirement Plan Advisory Services

Composition Wealth provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services available include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Investment Oversight (ERISA 3(21))
- Investment Management (ERISA 3(38))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- Provider Search
- ERISA 404(c) Assistance
- Benchmarking Services

These services are provided by Composition Wealth serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Composition Wealth’ fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

Financial Institution Consulting Services

Composition Wealth provides investment consulting services to certain broker/dealers’ customers (“Brokerage Customers”) who provide written consent requesting to receive the firm’s consulting services. Brokerage Customers have entered into a written advisory agreement with Composition Wealth.

C. CLIENT ACCOUNT MANAGEMENT

Prior to engaging Composition Wealth to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Composition Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- Asset Allocation – Composition Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Composition Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Composition Wealth will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. WRAP FEE PROGRAMS

Composition Wealth sponsors a legacy wrap fee program but does not place any new Client assets into the program. Depending on the level of trading required for the Client’s account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure for additional information

E. ASSETS UNDER MANAGEMENT

As of December 31, 2024, Composition Wealth manages \$6,714,187,844 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

A. FEES FOR ADVISORY SERVICES

Wealth Management Services and Portfolio Management Services

Wealth management and portfolio management fees are paid quarterly, either in advance of or at the end of each calendar quarter pursuant to the terms of the investment advisory agreement. Wealth management fees and portfolio management services are based on the market value of assets under management as of the last day of the respective quarter or the average of the account's month-end balances for the three calendar months included within the applicable quarter. Wealth management and portfolio management fees will be adjusted for deposits and withdrawals made during the quarter and will be deducted from the Client's account(s).

Wealth management and portfolio management fees range up to 1.50% annually based on several factors, including: the scope and complexity of the services to be provided; the level of assets to be managed; and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The wealth management and portfolio management fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Composition Wealth will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing.

Composition Wealth may alternatively charge a fixed dollar fee for wealth management and portfolio management services. Fixed fees are billed quarterly in advance or arrears as specified in the wealth management or portfolio management agreement with the Client. A client's fixed fee may exceed the asset-based fee stated above.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial Planning and Consulting Services

Composition Wealth typically offers financial planning and consulting services as part of its overall wealth management services. Clients can also engage Composition Wealth for standalone financial planning and consulting services. CW will generally charge a one-time fixed fee ranging between

\$2,000 and \$50,000 for the initial plan. Fees for ongoing services will either be a fixed fee or based on a formula tied to client asset level. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and overall costs will be provided to the Client prior to engaging for these services.

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers will not typically offer any fee discounts, but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee will not exceed 2.00% annually.



Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00% based on the market value of assets under management in the Plan. Retirement plan advisory fees are billed quarterly either in advance of, or at the end of each quarter. Fees may be negotiable depending on the size and complexity of the Plan.

Financial Institution Consulting Services

Composition Wealth receives a consulting fee based on the Assets Under Management from Brokerage Customers who have provided written consent to a broker/dealer to receive the investment consulting service from Composition Wealth and have entered into a written advisory contract with Composition Wealth. The consulting fee is set based on a percentage "target" of gross revenue produced by the assigned accounts, but the actual consulting Fee will vary quarterly based on the assets Composition Wealth is managing. The consulting fee is calculated by multiplying the Target by the quarterly gross, divided by the total assigned assets under management, minus non- producing account fees.

B. FEE BILLING

Wealth Management Services and Portfolio Management Services

Wealth management and portfolio management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning or end of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Composition Wealth at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management or portfolio management fee. Clients are urged to review the brokerage statement provided by the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Composition Wealth to be paid directly from their account[s] held by the Custodian as part of the wealth management or portfolio management agreement and separate account forms provided by the Custodian. Client may elect to pay by check rather than having payment deducted directly from their account.

Financial Planning and Consulting Services

Fees charged for ongoing financial planning services are invoiced by the Advisor either monthly or quarterly, pursuant to the terms of the financial planning and consulting agreement. **One-time planning engagements may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed-upon deliverable[s]. The Advisor will not collect fees of \$1,200 or more for financial planning and consulting services to be performed six months or more in advance.**

Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees may include Composition Wealth' wealth management or portfolio management fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager[s], as applicable. In certain instances, the Independent Manager or the Advisor may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s].

Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

Financial Institution Consulting Services

Composition Wealth shall be compensated for its consulting services within thirty (30) days of the previous quarter close.

C. OTHER FEES AND EXPENSES

Clients may incur certain fees or charges imposed by third parties, other than Composition Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is typically responsible for all custody and securities execution fees charged by the Custodian, as applicable, unless the Client is in the Advisor's wrap fee program. Please see Appendix 1 – Wrap Fee Program Brochure for additional information

The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Composition Wealth are separate and distinct from these custody and execution fees.

In addition, all fees paid to Composition Wealth for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Composition Wealth, but would not receive the services provided by Composition Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Composition Wealth to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. ADVANCE PAYMENT OF FEES AND TERMINATION

Wealth Management Services and Portfolio Management Services

Composition Wealth may be compensated for its wealth management services and portfolio management services in advance of, or at the end of the quarter in which services are rendered. Either party may terminate the wealth management or portfolio management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the wealth management or portfolio management agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid wealth management or portfolio management fees from the effective date of termination to the end of the quarter. The Client's wealth management or portfolio management agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning and Consulting Services

Composition Wealth may require an advance deposit as described above. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed the percentage of the engagement scope completed by the Advisor. For any fees charged in advance, upon termination, the Advisor will refund any unearned, prepaid planning fees from the effective date of termination to the end of the quarter. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest or a Client should wish to terminate their relationship with the Independent Manager, the terms for termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Composition Wealth will assist the Client with the termination and transition as appropriate.

Retirement Plan Advisory Services

Composition Wealth may be compensated in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other

party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

E. COMPENSATION FOR SALES OF SECURITIES

Composition Wealth does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

Composition Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Composition Wealth are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Composition Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Composition Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, third party broker-dealers and retirement plans. Composition Wealth generally requires a minimum relationship size of \$500,000 to effectively implement its investment process. This minimum may be waived at the sole discretion of the Advisor.

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

A. METHODS OF ANALYSIS

Composition Wealth employs fundamental and technical analysis in developing investment strategies for its Clients. Research and analysis from Composition Wealth are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Composition Wealth will be able to accurately predict such a reoccurrence.



As noted above, Composition Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Composition Wealth will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Composition Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. RISK OF LOSS

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Composition Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based

upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Equity Risks

Investing in the stocks of individual companies in return for receiving a future payment of dividends and capital gains if the value of the stock increases. There is an innate risk involved when purchasing a stock that it may decrease in value and the investment may incur a loss.

Fixed Income Risks

Fixed income is subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which

includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Certain Mutual Funds also invest in the equity securities of private operating or growth companies or real estate and are structured as a closed-end interval fund. Similar to a private fund, these mutual funds can also bear a high degree of risk, be leveraged, speculative and volatile, and an investor could lose all or a substantial amount of their investment. Interval funds are less liquid than a standard mutual fund, as they usually limit shareholders to quarterly or other specific repurchase window and may also be limited as to the dollar amount that can be liquidated in each window.

Option Contracts Risks

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

Alternative Investment (Limited Partnerships) Risks

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

Leveraged and Inverse ETF Risks

Leveraged ETFs seek to deliver multiples of the performance of the index or benchmark they track. Some ETFs are "inverse" or "short" funds, meaning that they seek to deliver the opposite of the performance of the index or benchmark they track. Some funds are both leveraged and short, meaning that they seek to achieve a return that is a multiple of the inverse performance of the underlying index. Most leveraged and inverse ETFs "reset" daily, meaning that they are designed to achieve their stated objectives on a daily basis. Due to the effect of compounding, their performance over longer periods of time can differ significantly from the performance (or inverse of the performance) of their underlying index during the same period of time. This effect is magnified by the use of leverage. Therefore, leveraged and inverse ETFs that are reset daily may be unsuitable for retail investors who plan to hold them for weeks or months, particularly in volatile markets.

Structured Notes Risks

Structured notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The terms and risks of each structured note vary materially depending on the nature and volatility of the referenced asset, the credit-worthiness of the issuer, and the maturity of the instrument, among other factors. The general risks associated with this type of investment include, but are not limited to, non-payment risk (payment of interest and return of principal may be reduced, in whole or in part, due to underperformance of the referenced asset); counter-party risk (for reasons such as bankruptcy, the issuer of the structured note may fail to pay all or a portion of the principal and interest due on the structured note); underperformance risk (depending on market conditions, the structured note may underperform alternative allocations to traditional bonds, the referenced asset, or a combination of such investments). Structured notes are significantly riskier than conventional debt instruments. There is a risk of loss of some or all of the principal at maturity

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Composition Wealth or its management person[s].

Composition Wealth values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 143483.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

Composition Wealth is also a licensed insurance agency and certain Advisory Persons are licensed as insurance professionals. Composition Wealth will earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned Composition Wealth are separate and in addition to advisory fees. However, Composition Wealth will never earn both a commission and an ongoing advisory fee on the same assets. Clients are under no obligation to purchase insurance products through Composition Wealth or any person affiliated with Composition Wealth.

Broker-Dealer Affiliations

Certain Advisory Persons are also registered representatives of Johnstone Brokerage Services, LLC (“JBS”). JBS is a limited purpose registered broker-dealer (CRD No. 301394), member FINRA, SIPC. Advisory Persons of Composition Wealth will not be selling any commissionable securities. All business with JBS is legacy and JBS does not provide any other brokerage services. Please refer to JBS’s Form CRS (Customer Relationship Summary) for more information about fees and the services provided.

Additionally, Composition Wealth has an advisory agreement with JBS provide investment consulting services to Brokerage Customers. JBS pays compensation to Composition Wealth for providing investment consulting services to Customers. This consulting arrangement does not include assuming discretionary authority over Customers’ brokerage accounts or the monitoring of securities. These consulting services offered to Brokerage Customers may include a general review of Brokerage Customers’ investment holdings, which may or may not result in Composition Wealth investment adviser representative making specific securities recommendations or offering general investment advice. Brokerage Customers will execute a written advisory agreement directly with Composition Wealth. This relationship presents conflicts of interest. Potential conflicts are mitigated by Brokerage Customers consenting to receive investment consulting services from Composition Wealth; by Composition Wealth not accepting or billing for additional compensation on broker/dealers’ Assets Under Management beyond the consulting fees disclosed in Item 5 in connection with the investment consulting services; and by Composition Wealth not engaging as, or holding itself out to the public as, a securities broker/dealer. Composition Wealth is not affiliated with any broker/dealer.

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

A. CODE OF ETHICS

Composition Wealth has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with Composition Wealth (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to each Client. Composition Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Composition Wealth’ Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (310) 246-1243.

B. PERSONAL TRADING WITH MATERIAL INTEREST

Composition Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Composition Wealth does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Composition Wealth does not have a material interest in any securities traded in Client accounts.

C. PERSONAL TRADING IN SAME SECURITIES AS CLIENTS

Composition Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Composition Wealth requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”) or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. PERSONAL TRADING AT SAME TIME AS CLIENT

While Composition Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Composition Wealth, or any Supervised Person of Composition Wealth, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. RECOMMENDATION OF CUSTODIAN[S]

Composition Wealth does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Composition Wealth to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Composition Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Composition Wealth does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost from the Advisor associated with using a custodian not recommended by Composition Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Composition Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian’s offices.

The Advisor typically recommends that Clients establish accounts at Charles Schwab & Co., Inc. (“Schwab”) or Fidelity Clearing & Custody Solutions and related entities of Fidelity Investments, Inc. (“Fidelity”), each a member FINRA/SIPC. Schwab and Fidelity are each an independent and unaffiliated SEC-registered broker-dealer. Schwab and Fidelity offer to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. Composition Wealth maintains an institutional relationship with Schwab and Fidelity, whereby the Advisor receives economic benefits from Schwab and Fidelity.

Following are additional details regarding the brokerage practices of the Advisor:

1. **Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Composition Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**
2. **Brokerage Referrals** - Composition Wealth does not receive any compensation from any third party in connection with the recommendation for establishing an account.
3. **Directed Brokerage** - All Clients are serviced on a “directed brokerage basis”, where Composition Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). Composition Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. AGGREGATING AND ALLOCATING TRADES

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Composition Wealth will execute its transactions through the Custodian as authorized by the Client. Composition Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients’ accounts.

Item 13 – Review of Accounts

A. FREQUENCY OF REVIEWS

Securities in Client accounts are monitored on a regular and continuous basis by Advisors Persons of Composition Wealth. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. CAUSES FOR REVIEWS

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client’s request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account[s]. The Client is encouraged to notify Composition Wealth if changes occur in the Client’s personal financial situation that might adversely affect the Client’s investment plan. Additional reviews may be triggered by material market, economic or political events.

C. REVIEW REPORTS

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian’s website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client’s account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. COMPENSATION RECEIVED BY COMPOSITION WEALTH

Composition Wealth is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Composition Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Composition Wealth may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Composition Wealth may receive non-compensated referrals of new Clients from various third-parties.

Participation in Institutional Advisor Platform

Schwab – Composition Wealth has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like Composition Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Composition Wealth receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor’s recommendation of this custodian over one that does not furnish similar software, systems support, or services.

1. *Services that Benefit the Client* – Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client’s funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.
2. *Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.
3. *Services that May Only Benefit the Advisor* – Schwab also offers other services to Composition Wealth that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Composition Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Fidelity – The Advisor has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. Access to the Fidelity Institutional platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor’s recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Fidelity: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Referral to Other Investment Managers

The Advisor also will serve as a solicitor for various unaffiliated investment managers that have agreed to pay an ongoing referral fee for any such Client referrals made by the Advisor. As a solicitor, any conflict of interest will be fully disclosed to any Client who may be referred. The amount of the on-going referral fee will be negotiated with each investment manager but typically based on a percentage



of assets managed by the investment manager. In the event a referred Client terminates its arrangement with the investment manager to which the Advisor referred the client, any unearned fees will be refunded immediately. The Advisor will continue to receive solicitor compensation as long as the Client's funds remain under the management of the investment manager.

B. COMPENSATION FOR CLIENT REFERRALS

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor, and shall not result in any additional charge to the Client.

Item 15 – Custody

Composition Wealth does not accept or maintain custody of Client accounts, except for the limited circumstances outlined below:

Deduction of Advisory Fees - To ensure compliance with regulatory requirements associated with the deduction of advisory fees, all Clients for whom Composition Wealth exercises discretionary authority must hold their assets with a "qualified custodian." Clients are responsible for engaging a "qualified custodian" to safeguard their funds and securities and must instruct Composition Wealth to utilize that Custodian for securities transactions on their behalf. Clients are encouraged to review statements provided by the Custodian and compare to any reports provided by Composition Wealth to ensure accuracy, as the Custodian does not perform this review.

Money Movement Authorization - For instances where Clients authorize Composition Wealth to move funds between their accounts, Composition Wealth and the Custodian have implemented safeguards to ensure that all money movement activities are conducted strictly in accordance with the Client's documented instructions.

Item 16 – Investment Discretion

Composition Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Composition Wealth. Discretionary authority will

only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Composition Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Composition Wealth's general practice is to not vote client proxies. However, legacy Clients and Clients in specific investment strategies may elect to have Composition Wealth accept proxy-voting responsibility. In such instances Clients may opt-out from this general practice on a security specific basis or in its entirety by providing written notice to Composition Wealth. When Composition Wealth accepts proxy-voting responsibility, Composition Wealth will vote each proxy in accordance with its fiduciary duty to its advisory clients. In instances where the client elects an investment solution where a third-party subadvisor is used, the sub-advisor will retain responsibility for voting proxies, subject to the firm's proxy voting policies.

Composition Wealth has engaged Broadridge Investor Communication Solutions, Inc ("Broadridge"), a third-party, independent proxy advisory firm to vote proxies on our clients behalf. Although Composition Wealth expects to generally vote proxies in line



with management recommendations. However, Composition Wealth may from time to time vote against the recommendation of management, where it deems appropriate.

Where Composition Wealth is responsible for voting proxies on behalf of a Client, the Client cannot direct the vote on a particular solicitation. The Client can decline to assign proxy voting authority to Composition Wealth during the account opening process. Proxies will then be sent to the address of record by default. In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that Composition Wealth maintains with persons having an interest in the outcome of certain votes, Composition Wealth will take appropriate steps to ensure that proxy voting decisions are made in what it believes is in the best interest of its Client's and are not the product of any such conflict.

Item 18 – Financial Information

Neither Composition Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Composition Wealth to meet all obligations to its Clients. Neither Composition Wealth, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Composition Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future.



Privacy Policy

Effective: March 31, 2025

Our Commitment to You

Composition Wealth, LLC (“Composition Wealth” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Composition Wealth (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Composition Wealth complies with all applicable federal and state regulations in the United States concerning the protection, use, and sharing of personal information. This includes, but is not limited to, adhering to the standards set forth by:

- The Gramm-Leach-Bliley Act (GLBA) for safeguarding personal financial information.
- Applicable California Consumer Privacy Act (CCPA) provisions for California residents.
- Securities and Exchange Commission (SEC) and other financial regulatory requirements related to handling personal data while providing investment advisory services.

Our policies and procedures are designed to ensure that your personal information is processed in a manner consistent with these regulations, providing you with transparency, control, and confidence in how your data is managed.

Composition Wealth does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<p>Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.</p>	Yes	No
<p>Marketing Purposes Composition Wealth does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Composition Wealth or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.</p>	No	Not Shared
<p>Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].</p>	Yes	Yes
<p>Information About Former Clients Composition Wealth does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.</p>	No	Not Shared



State Specific Regulations

California

In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (310) 246-1243.