



**Davis Wealth Advisors LLC
d/b/a: Davis Wealth Advisors**

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**FORM ADV PART 2A
BROCHURE**

This brochure provides information about the qualifications and business practices of Davis Wealth Advisors. If you have any questions about the contents of this brochure, contact us at 603-836-3477. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Davis Wealth Advisors (CRD/IARD # 287736) is available on the SEC's website at www.adviserinfo.sec.gov.

Davis Wealth Advisors is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since the filing of our last annual updating amendment, dated March 28, 2024, the firm has filed for registration with the Securities and Exchange Commission, and it no longer offers clients a wrap program.

If you have questions or would like a copy of our most recent brochure, you can request one free of charge at any time by contacting us at (603) 836-3477.

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Item 4 Advisory Business

Description of Davis Wealth Advisors

Davis Wealth Advisors LLC d/b/a Davis Wealth Advisors is a registered investment adviser based in Salem, New Hampshire. We are organized as a limited liability company ("LLC") under the laws of the State of New Hampshire. We have been providing investment advisory services since April 8, 2017. We are owned by Melinda Kay Davis.

Our firm's advisory services consist of Wealth Management Services (which is a combination of ongoing investment management and financial planning), Financial Planning or Consulting Services, Business and Financial Consulting Services, Pension Consulting Services and Educational Seminars.

The following paragraphs describe our services and fees. Refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we," "our," and "us" refer to Davis Wealth Advisors and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm.

Wealth Management Services

We offer discretionary and non-discretionary wealth management services. Our investment advice is tailored to meet our clients' needs and investment objectives. If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing. We may also offer non-discretionary wealth management services. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Additionally, depending on the client's objectives, we offer and can arrange for a direct lending solution where we assist clients to obtain a securities-backed line of credit. This can be a strategic alternative to liquidating assets, to pay for unexpected expenses, a business opportunity, or a personal goal, any of which could trigger capital gain taxes. This service provides clients with an alternative source of financing. We do not receive a fee for arranging these loans; however, this does represent a conflict as we continue to manage the assets used to secure the loan and charge a fee on those assets for our services which would not be the case if you liquidated those assets. Mitigating this conflict is the fact that we only make recommendations to obtain such loans when it is in the best interests of clients and that the ultimate decision to obtain such loans is the client's alone.

In addition to investment management services, we provide comprehensive financial planning and additional services. We will work with the client to determine which service is most appropriate based on their needs. Advice is provided by consultation with the client and may include the following: determination of financial objectives, identification of financial issues, net worth and cash flow analysis, tax planning, insurance review, education funding analysis, retirement planning, investment review, risk tolerance and estate planning. An initial financial plan is developed for the client over the first year of our relationship as the first step in financial management.

Financial Planning or Consulting à la carte

We also offer à la carte financial planning or consulting services which typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. These services can range from broad-based financial planning to consultative or single subject planning. If you retain our firm for financial planning or consulting services, we will meet with you to gather information about your financial circumstances and objectives. We may also use financial planning software to determine your current financial position and to define and quantify your long-term goals and objectives. Once we specify those long-term objectives (both financial and non-financial), we will develop shorter-term, targeted objectives. Once we review and analyze the information you provide to our firm and the data derived from our financial planning software, we will deliver a written plan to you, designed to help you achieve your stated financial goals and objectives.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

Selection and Monitoring of Other Advisers

We may recommend that you use the services of a third-party money manager/ sub-adviser ("TPMM") to manage all, or a portion of, your investment portfolio. After gathering information about your financial situation and objectives, we may recommend that you engage a specific TPMM or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the TPMM's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. We will monitor the TPMM(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives. For clients who accept our recommendation to utilize TPMMs, they will enter into agreements with those TPMMs as may be required based on our agreement with the TPMM. Clients who enter into separate agreements with TPMMs will receive copies of their agreements. All clients who accept our recommendation to utilize TPMMs will receive disclosure documents for TPMMs that set forth the services and fees to clients.

The TPMM(s) will actively manage your portfolio and will assume discretionary investment authority over your account. We will assume discretionary authority to hire and fire TPMM(s) and/or reallocate your assets to other TPMM(s) where we deem such action appropriate. Please see the *Types of Clients* section for additional information related to TPMM(s) that we recommend.

55ip: Davis Wealth Advisors also uses 55I, LLC (also known as 55ip) as a sub-advisor for some or all assets held in the client accounts. 55I, LLC effects transactions based on the model portfolios selected by Davis Wealth Advisors. Models predominantly utilize BlackRock and iShares ETFs. 55I, LLC is paid a fee by BlackRock, which allows 55I, LLC to provide this service at no additional fee to Davis Wealth Advisors or the client.

Business and Financial Consulting Services

We offer business and financial consulting services that primarily involve advising clients on specific financial-related topics. The topics we address may include, but are not limited to, business succession planning, risk assessment/management, investment planning, tax planning, financial organization, or financial decision making/negotiation.

3(21) Pension Consulting Services

We offer pension consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. These pension consulting services will generally be non-discretionary and advisory in nature. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational seminars may include other investment-related topics specific to the particular plan.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Either party to the pension consulting agreement may terminate the agreement upon written notice to the other party in accordance with the terms of the agreement for services. The pension consulting fees will be prorated for the quarter in which the termination notice is given, and any unearned fees will be refunded to the client.

Educational Seminars

We conduct seminars on an "as announced" basis for groups seeking general advice on investments and other areas of personal finance. The content of these seminars will vary depending upon the needs of the attendees. These seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual's personal needs, nor does Davis Wealth Advisors provide individualized investment advice to attendees during these seminars.

Additional Services

We offer reporting and administration services for outside investment accounts and alternative investments. Reporting services include tracking and reporting of transactions and values as well as preparation and distribution of quarterly performance reports. Administration services preparation and execution of required capital calls, assistance completing paperwork, and document reviews.

Types of Investments

We primarily offer advice on exchange traded funds ("ETFs") and mutual funds. Additionally, we may advise you on various types of investments based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship. Refer to the *Methods of Analysis, Investment Strategies and Risk of Loss* below for additional disclosures on this topic.

Since our investment strategies and advice are based on each client's specific financial situation, the investment advice we provide to you may be different or conflicting with the advice we give to other clients regarding the same security or investment.

Rollover Recommendations

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

Assets Under Management

As of May 31, 2024, we provided continuous management services for \$132,706,833 in client assets on a discretionary basis, and \$3,084,360 in client assets on a non-discretionary basis.

Item 5 Fees and Compensation

We have legacy clients who pay fees for services that differ from those outlined below and are no longer on offer.

Wealth Management Services

Our fee for wealth management services is calculated in two parts. It includes a fixed financial planning fee and an investment management fee based on a percentage of the assets in your account and is set forth below and in the following annual fee schedule:

Financial Planning Fee:

Fixed financial planning advisory fees are in addition to the annual investment management fee for wealth management clients. Fixed planning fees are billed and paid quarterly in advance through the qualified custodian via a direct deduction or directly billed if the client requests. The fixed planning fee is negotiable and adjusts annually based on the complexity of planning needs, which will vary with each client. The fee for financial planning ranges from \$5,000 - \$60,000 based on a client's service needs and planning complexity.

Investment Management Fee:

Assets Under Management ("AUM")	Investment Management Fee
First \$1,000,000	0.70%
Next \$1,000,000 (\$1,000,001- \$2M)	0.60%
Next \$3,000,000 (\$2,000,001- \$5M)	0.50%
Next \$5,000,000 (\$5,000,001- \$10M)	0.45%
More than \$10,000,000 (\$10,000,001+)	0.35%

The investment management fee automatically adjusts as AUM rises and falls.

Our annual investment management fee is billed and payable, quarterly in advance, based on the previous quarter-end balance. The investment management fee adjusts quarterly based on assets under management as of the end of the preceding calendar quarter. The corresponding investment management fee for a client with \$1,500,000 would be an annual 0.70% on the first \$1,000,000 and 0.60% fee on the next \$500,000 based on the assets in your account.

If the investment advisory agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

We charge a minimum annual fee in the amount of \$10,000, or \$2,500 per quarter, for wealth management services for clients whose combined assets under our management and financial planning fee would fall below this fee amount. At our discretion, we may waive or reduce the minimum fee. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum or to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We may provide account services for members of current client households or their families. When we expect to provide short-term or one-off planning or account services, we may complete them without additional fees. In situations where we expect our services to be long-term and ongoing, we may include this complexity in setting the client fee. We will deduct our fee directly from your account through the qualified custodian holding your funds and securities or you can choose to be billed directly using a compliance approved payment processing provider. Listed below are the industry requirements our firm must adhere to prior to deducting any fees.

We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian;
- We send the qualified custodian an invoice or statement of the amount of the fee to be deducted from your account;

- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, the time period covered by the fee, and the specific manner in which the fee was calculated; and
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts disbursed from your account including the amount of the advisory fee paid directly to our firm.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, call our main office number located on the cover page of this brochure.

You may terminate the wealth management agreement upon written notice. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Fees of TPMMs/Sub-Advisers

Advisory fees charged by TPMMs are separate and in addition to our advisory fee. Advisory fees that you pay to the TPMM are established and payable in accordance with the agreement that you sign with the TPMM, where applicable, and/or as disclosed in the brochure provided by each TPMM to whom you are referred and can range from 0.13% to 0.65% depending upon the TPMM and the amount of assets under the TPMM's management. The TPMM's disclosure documents will indicate whether these fees are negotiable. You should review the recommended TPMM's brochure and take into consideration the TPMM's fees along with our fees to determine the total amount of fees associated with the management of your account. Please refer to the *Types of Clients* section for information related to minimum account size for the TPMM's that we recommend.

Stand Alone Financial Planning or Consulting Services

We offer à la carte financial planning and consulting services on both a fixed fee basis and an hourly fee basis. Our fixed fee is negotiable between the range of \$4,000 - \$8,000 based on the complexity and scope of the planning services rendered. Our hourly fee is \$300.

For financial planning consulting, the first half of the fixed fee is due in advance of services rendered with the remaining balance payable upon completion of the contracted services. We will provide you with a fixed cost at the start of the advisory relationship. For hourly consulting, we will provide you with an estimate at the beginning of the engagement. Hourly consulting fees are due upon completion of services rendered. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. All terms of our engagement will be evidenced in the agreement that you sign with our firm. Under no circumstances will we require prepayment of a fee in excess of \$1,200 for services not performed within six months of the advanced payment.

For clients in need of ongoing financial planning, we offer a retainer-based solution that ranges from \$10,000 - \$60,000 annually, with a minimum fee of \$10,000 per year. The fixed fee is negotiable, payable quarterly in advance, and is also based on the complexity and scope of the services rendered. The minimum quarterly fee of \$2,500 is billed and payable quarterly in advance.

You may terminate the financial planning or consulting services agreement upon written notice to our firm. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees. Otherwise, you will be responsible for a prorated fee based on services performed.

Business and Financial Consulting Services

We also offer advice on single subject financial consulting services and business consulting at the same hourly rate as our hourly financial planning fee and the fee is negotiable depending upon the complexity and scope of the services rendered. Our consulting fee is payable upon completion of the agreed upon consulting services.

For clients in need of ongoing business consulting, we offer a retainer-based solution. Due to the unique needs of our business clients, the ongoing fee is negotiated based on the complexity and scope of work required and on a case-by-case basis. Business consulting fees are charged quarterly in advance as invoiced. In certain instances, we may require a deposit at the onset of the relationship, however, under no circumstances will we require prepayment of a fee in excess of \$1,200 for services not performed within six months of the advanced payment.

You may terminate the advisory consulting services agreement upon written notice to our firm. If you have pre-paid business consulting fees that we have not yet earned, you will receive a prorated refund of those fees.

3(21) Pension Consulting Services

Our fee for pension consulting services is based on a percentage of the assets in your account and is set forth in the following annual fee schedule:

Assets Under Management	Annual Fee Schedule
\$0 - \$1,000,000	0.55%
\$1,000,001 - \$2,000,000	0.50%
\$2,000,001 - \$5,000,000	0.40%
\$5,000,001 - \$10,000,000	0.30%
Over \$10,000,000	0.20%

We also offer pension consulting services for a fixed fee that ranges between \$1,500 and \$30,000 annually, depending on the complexity and scope of the agreed-upon services. The fees are billed and payable quarterly in advance. The Platform Provider can either pay us directly by check or have the fee deducted quarterly as outlined below.

The Platform Provider will deduct our fee on a quarterly basis, in advance, based on the previous end of quarter balance. If the pension consulting agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our pension consulting fee is not negotiable.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian;
- We send the qualified custodian an invoice or statement of the amount of the fee to be deducted from your account;
- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, the time period covered by the fee, and the specific manner in which the fee was calculated; and
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all

amounts disbursed from your account including the amount of the advisory fee paid directly to our firm.

You may terminate the pension consulting services agreement upon written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Educational Seminars

Educational Seminars may be offered for free or for a fee, depending on the circumstances. All fees charged will be fixed per event. Fees and payment arrangements are negotiable and will vary on a case-by-case basis. However, we do not anticipate the fee to exceed \$15,000 per event.

Additional Services

Reporting services for outside investment accounts and alternative investments are offered for an annual fee of \$600 per outside account/alternative investment. Reporting and administration services are offered for an annual fee of \$1,000 per outside account/alternative investment. Fees for reporting and administration services of outside accounts and alternative investments will be billed and payable, quarterly in advance.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, refer to the *Brokerage Practices* section of this brochure.

Note: We have legacy clients who engaged us prior to December 2020 have grandfathered fees. These clients may have a lower fee than our current minimum and are not subject to the higher minimum fee.

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

We do not accept performance-based fees or participate in side-by-side management. Our fees are calculated as described in the *Fees and Compensation* section above and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We offer wealth management services to individuals, including high net worth individuals, pension and profit-sharing plans (but not the plan participants).

In general, we do not require a minimum dollar amount to open and maintain an advisory Account; however, we have the right to terminate your account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively.

We charge a minimum annual fee in the amount of \$10,000, or \$2,500 per quarter, for wealth management services. At our discretion, we may waive or reduce the minimum fee. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum. Our minimum annual fee is based on comprehensive wealth management services as described under the *Advisory Business* section.

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

Our Methods of Analysis and Investment Strategies

We use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

Risk: The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Modern Portfolio Theory - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

Risk: Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

Risk: Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Risk: Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Our investment strategies and advice may vary depending upon each client's specific financial

situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. **It is important that you notify us immediately with respect to any material changes to your financial circumstances, including for example, a change in your current or expected income level, tax circumstances, or employment status.**

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Custodians and broker-dealers must report the cost basis of equities acquired in client accounts. Your custodian will default to the First-In First-Out ("FIFO") accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Other Risk Considerations

When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive but should be considered carefully by a prospective client before retaining our services.

Liquidity Risk: The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price, or it may not be possible to sell the investment at all.

Credit Risk: Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Inflation and Interest Rate Risk: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

Horizon and Longevity Risk: The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for

people who are retired or are nearing retirement.

Recommendation of Particular Types of Securities

We primarily recommend mostly exchange traded funds ("ETFs") and mutual funds. However, we may advise on other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

Mutual Funds and Exchange Traded Funds: Mutual funds and exchange traded funds ("ETF") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs of managing the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of its underlying index or other benchmark, which may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their underlying indices or benchmarks on a daily basis, mathematical compounding may prevent the ETF from correlating with performance of its benchmark. In addition, an ETF may not have investment exposure to all the securities included in its underlying index, or its weighting of investment exposure to such securities may vary from that of the underlying index. Some ETFs may invest in securities or financial instruments that are not included in the underlying index, but which are expected to yield similar performance.

Money Market Funds: A money market fund is technically a security. The fund managers attempt to keep the share price constant at \$1/share. However, there is no guarantee that the share price will stay at \$1/share. If the share price goes down, you can lose some, or all, of your principal. The U.S. Securities and Exchange Commission ("SEC") notes that "While investor losses in money market funds have been rare, they are possible." In return for this risk, you should earn a greater return on your cash than you would expect from a Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next, money market fund rates are variable. In other words, you do not know how much you will earn from your investment next month. The rate could go up or go down. If it goes up, that may result in a positive outcome. However, if it goes down and you earn less than you expected to earn, you may end up needing more cash. A final risk you are taking with money market funds has to do with inflation. Because money market funds are considered to be safer than other investments like stocks, long-term average returns on money market funds tend to be less than long term average returns on riskier investments. Over long periods of time, inflation can eat away at your returns.

Item 9 Disciplinary Information

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management.

On December 16, 2021, the Massachusetts Securities Division (the "Division") entered a Consent Order finding that Davis Wealth Advisors ("DWA") violated the Massachusetts Uniform Securities Act ("Act") by receiving investment advisory fees from Massachusetts clients without being registered in Massachusetts as an investment adviser. The Division also found that DWA violated the Act by employing two investment adviser representatives who provided services to Massachusetts clients when those individuals were not registered with the Division. DWA agreed to permanently cease and desist from violations of sections 201(c) and 201(d) of the Act and to pay an administrative fine of \$25,000. On December 20, 2021, DWA paid the administrative fine. On December 16, 2021, the Division licensed DWA and the two investment adviser representatives in the State of Massachusetts.

Item 10 Other Financial Industry Activities and Affiliations

Our other financial industry activities and affiliations is limited to the Selection of Other Advisers as disclosed below.

Recommendation of Other Advisers

We may recommend that you use a third-party money manager ("TPMM") based on your needs and suitability. We will not receive separate compensation, directly or indirectly, from the TPMM for recommending that you use their services. Moreover, we do not have any other business relationships with the recommended TPMMs.

We currently recommend the following third-party money managers:

- Parametric Portfolio Associates LLC ("Parametric") - Parametric has a minimum account size of \$250,000, with some indexes and benchmarks requiring a higher minimum. Please refer to Parametric's ADV Disclosure Brochure for additional information related to account minimums.
- Stonebridge Capital Advisors, LLC ("Stonebridge") - Stonebridge has a minimum account size of \$300,000. Please refer to the Stonebridge ADV Disclosure Brochure for additional information related to account minimums.
- Cornerstone Investment Partners, LLC ("Cornerstone") – Cornerstone has a minimum account size of \$100,000. Please refer to the Cornerstone ADV Disclosure Brochure for additional information related to account minimums.
- SpiderRock Advisors ("SpiderRock") - SpiderRock has a minimum account size of \$250,000, with some indexes and benchmarks requiring a higher minimum. Please refer to SpiderRock's ADV Disclosure Brochure for additional information related to account minimums.

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

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies

reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

Participation or Interest in Client Transactions

Neither our firm nor any persons associated with our firm has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Item 12 Brokerage Practices

We recommend the brokerage and custodial services of Fidelity Clearing & Custody Solutions through Fidelity Brokerage Services, LLC ("Fidelity" or "Custodian"), member New York Stock Exchange and the Securities Investor Protection Corporation. Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. In recognition of the value of the services the Custodian provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere. Our selection of custodian is based on many factors, including the level of services provided, the custodian's financial stability, and the cost of services provided by the custodian to our clients, which includes the yield on cash sweep choices, commissions, custody fees and other fees or expenses.

We seek to recommend a custodian/broker that will hold your assets and execute transactions on terms that are, overall, the most favorable compared to other available providers and their services. We consider various factors, including:

- Capability to buy and sell securities for your account itself or to facilitate such services.
- The likelihood that your trades will be executed.
- Availability of investment research and tools.
- Overall quality of services.
- Competitiveness of price.
- Reputation, financial strength, and stability.
- Existing relationship with our firm and our other clients.

Research and Other Soft Dollar Benefits

We do not have any formal soft dollar arrangements.

Economic Benefits

As a registered investment adviser, we have access to the institutional platform of your account custodian. As such, we will also have access to research products and services from your account custodian and/or other brokerage firm. These products may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers

that utilize the institutional services platforms of these firms and are not considered to be paid for with soft dollars. However, you should be aware that the transaction fees charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts another broker-dealer who did not provide research services or products might charge.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

Clients may direct us to use a particular broker for custodial or transaction services on behalf of the client's portfolio. In directed brokerage arrangements, the client is responsible for negotiating the commission rates and other fees to be paid to the broker. When a client directs brokerage, we may be unable to achieve most favorable execution of client transactions, and this practice may cost clients more money and result in a certain degree of delay in executing trades for their account(s) and otherwise adversely impact management of their account(s). Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

Aggregated Trades

We do not combine multiple orders for shares of the same securities purchased for advisory accounts we manage (the practice of combining multiple orders for shares of the same securities is commonly referred to as "aggregated or block trading"). Accordingly, you may pay different prices for the same securities transactions than other clients pay. Furthermore, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than other clients. Clients are referred to the TPMM's ADV for their practices regarding aggregated or block trading.

Mutual Fund Share Classes

Mutual funds are sold with different share classes, which carry different cost structures. Each available share class is described in the mutual fund's prospectus. When we purchase, or recommend the purchase of, mutual funds for a client, we select the share class that is deemed to be in the client's best interest, taking into consideration the availability of advisory, institutional or retirement plan share classes, initial and ongoing share class costs, transaction costs (if any), tax implications, cost basis and other factors. We also review the mutual funds held in accounts that come under our management to determine whether a more beneficial share class is available, considering cost, tax implications, and the impact of contingent or deferred sales charges.

Item 13 Review of Accounts

A DWA Wealth Advisor will monitor your accounts on an ongoing basis and will conduct account reviews at least annually, or as agreed to in your advisory agreement, to ensure the advisory services provided to you are consistent with your investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to: contributions and withdrawals, year-end tax planning, market moving events, security specific events, and/or, changes in your risk/return objectives.

We will provide you with a written report in conjunction with account reviews. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc. We will also provide a financial planning update on an annual basis. You will receive trade confirmations and monthly or quarterly statements from your account

custodian(s).

For à la carte financial planning services, we recommend meeting with you at least annually to review and update your plan if needed. Additional reviews will be conducted upon your request. Written updates to the financial plan will be provided in conjunction with the review. If you implement financial planning advice, you will receive trade confirmations and monthly or quarterly statements from relevant custodians.

Item 14 Client Referrals and Other Compensation

We do not receive any compensation from any third party in connection with providing investment advice to you nor do we compensate any individual or firm for client referrals.

Refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

Item 15 Custody

Your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian;
- We send the qualified custodian an invoice or statement of the amount of the fee to be deducted from your account;
- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, the time period covered by the fee, and the specific manner in which the fee was calculated; and
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts disbursed from your account including the amount of the advisory fee paid directly to our firm.

You should compare our invoice with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement, or if you did not receive a statement from your custodian, contact us immediately at the telephone number on the cover page of this brochure.

Wire Transfer, Check Issuance, ACH Transfer Authority and/or Standing Letter of Authorization

Our firm, or persons associated with our firm, may effect wire transfers, ACH transfers, and issue checks from client accounts to one or more third parties designated, in writing, by the client without obtaining written client consent for each separate, individual transaction as long as the client has provided us with written authorization to do so. Such written authorization is known as a Standing

Letter of Authorization. An adviser with authority to conduct such third party wire transfers has access to the client's assets, and therefore has custody of the client's assets in any related accounts.

However, we do not have to obtain a surprise annual audit, as we otherwise would be required to by reason of having custody, as long as we meet the following criteria:

1. You provide a written, signed instruction to the qualified custodian that includes the third party's name and address or account number at a custodian;
2. You authorize us in writing to direct transfers to the third party either on a specified schedule or from time to time;
3. Your qualified custodian verifies your authorization (e.g., signature review) and provides a transfer of funds notice to you promptly after each transfer;
4. You can terminate or change the instruction;
5. We have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party;
6. We maintain records showing that the third party is not a related party to us nor located at the same address as us; and
7. Your qualified custodian sends you, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

We hereby confirm that we meet the above criteria.

Item 16 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and the appropriate trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Refer to the *Advisory Business* section in this brochure for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

You have an unrestricted right to decline to implement any financial planning or financial consulting advice or recommendations provided by our firm.

Item 17 Voting Client Securities

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder. Pursuant to the terms of the firm's engagement with the TPMM for a client's account, our firm authorizes the TPMM with the authority to vote our clients' proxies for the securities held in the client's portfolio pursuant to the sub-adviser's policies and procedures as more fully described in the TPMM's Form ADV Part 2A.

In cases where you are responsible for voting proxies for the securities in your account, you will receive proxy materials directly from the account custodian. In the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

Item 18 Financial Information

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and we do not require the prepayment of more than \$1,200 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this brochure.

We have not filed a bankruptcy petition at any time in the past ten years.