



ReFrame Wealth, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 25, 2026

SEC# 801-120695

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of ReFrame Wealth, LLC (“ReFrame Wealth” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (571) 354-8471.

ReFrame 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 ReFrame Wealth to assist you in determining whether to retain the Advisor.

Additional information about ReFrame 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# 313386.

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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 ReFrame Wealth. For convenience, the Advisor has combined these documents into a single disclosure document.

ReFrame 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. ReFrame 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 change has been made to this Disclosure Brochure since the last filing and distribution to Clients:

Item 4 has been revised to provide additional information regarding our advisory services. Items 4, 5 and 12 have been revised to indicate that we may recommend Fidelity Investments for brokerage and custodial services.

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# 313386. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (571) 354-8471.

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Item 4 – Advisory Services

A. Firm Information

ReFrame Wealth, LLC (“ReFrame Wealth” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor was organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Virginia in March 2021 and became a registered investment advisor in April 2021. ReFrame Wealth is owned and operated by Mitchell M. Falter, AIF®, CFP® (Principal & Co- Founder) and Jessica L. Doll, CFP® (Principal, Co-Founder). Erin E. Cummings has replaced Jessica Doll as the Firm’s CCO).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by ReFrame Wealth.

B. Advisory Services Offered

ReFrame Wealth offers discretionary wealth management services which include investment management, financial planning and/or other advisory services to individuals, high net worth individuals, trusts, and estates (each referred to as a “Client”) on a fee basis as discussed at Item 5 below. Before engaging Advisor to provide investment advisory services, clients are generally required to enter into an Investment Advisory Agreement with Advisor setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the fee that is due from the client. To commence the investment advisory process, Advisor will ascertain each client’s investment objective(s) and then allocate the client’s assets consistent with the client’s designated investment objective(s). Once allocated, Advisor provides ongoing supervision of the account(s).

For individual retail (i.e., non-institutional) clients, ReFrame Wealth’s annual investment advisory fee shall generally (exceptions can occur-see below) include investment advisory services, and, to the extent specifically requested by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Advisor), Advisor may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the 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. ReFrame Wealth’s 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.

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. To the extent requested by the client, Advisor will generally provide financial planning and related consulting services regarding matters such as tax and estate planning, insurance, etc. Advisor will generally provide such consulting services inclusive of its advisory fee set forth at Item 5 below (exceptions could occur based upon assets under management, extraordinary matters, special projects, stand-alone planning engagements, etc. for which Firm may charge a separate or additional fee). Please Note. Advisor believes that it is important for the client to address financial planning issues on an ongoing basis. ReFrame Wealth’s advisory fee, as set forth at Item 5 below, will remain the same regardless of whether or not the client determines to address financial planning issues with ReFrame Wealth. Please Also Note: Advisor does not serve as an attorney, accountant, or insurance agent, and no portion of our services should be construed as same. Accordingly, Advisor does not prepare legal documents or tax returns, nor does it offer or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purpose (i.e., attorneys, accountants, insurance, etc.). The client is not under any obligation to engage any such professional(s). The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Advisor and/or its representatives. If the client engages any professional (i.e., attorney, accountant, insurance agent, etc.), recommended or otherwise, and a dispute arises thereafter relative to such engagement, the engaged professional shall remain exclusively responsible for resolving any such dispute with the client. At all times, the engaged licensed professional([s]) (i.e., attorney, accountant, insurance agent, etc.), and not ReFrame Wealth, shall be responsible for the quality and competency of the services provided.

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Wealth Management Services. ReFrame Wealth provides customized wealth management services for its Clients, which generally includes a broad range of comprehensive financial planning services in connection with discretionary and non-discretionary management of investment portfolios. This is achieved through continuous personal Client contact and interaction 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. ReFrame Wealth, through its sub-advisory relationship with Savant Wealth Management (herein “Savant”), will construct an investment portfolio, consisting of exchange-traded funds (“ETFs”), open-end mutual funds, individual stocks, individual bonds, and/or other types in investments, as appropriate, to meet the needs of the Client. The Advisor may retain certain types of investments based on a Client’s legacy investments based on portfolio fit and/or tax considerations.

In connection with the above referenced services, ReFrame Wealth may provide college planning support. ReFrame Wealth leverages certain third party services, College Aid Pro and Pay for Ed to assist clients with modeling college costs and loan repayment schedules.

ReFrame 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.

Savant. ReFrame Wealth has engaged Savant, an independent investment advisor registered with the U.S. Securities and Exchange Commission (“SEC”) to provide sub-advisory services on behalf of the Advisor. Services include investment portfolio construction, research and discretionary trading in the Client’s account[s]. ReFrame Wealth will perform initial and ongoing oversight and due diligence over Savant to ensure the Client’s investment portfolios are managed consistent with the Client’s investment objectives and overall best interests.

ReFrame Wealth’s 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. ReFrame 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.

ReFrame Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. ReFrame Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. ReFrame 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. ReFrame 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.

The financial planning services are offered in several areas of a Client’s financial situation, depending on their goals, objectives and financial situation. 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.

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Use of Independent Managers. ReFrame Wealth may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers’ strategies and target allocations remain aligned with its clients’ investment objectives and overall best interests. Factors that Advisor shall consider in recommending Independent Manager[s] include the client’s designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. Please Note. The investment management fee charged by the Independent Manager[s] is separate from, and in addition to, Advisor’s investment advisory fee disclosed at Item 5 below. The Client, prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s], will be provided with the Independent Manager’s Form ADV 2A (or a brochure that makes the appropriate disclosures).

At no time will ReFrame 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.

Direct Indexing. For certain clients, Reframe Wealth , via its engagement of Savant’s sub-advisory services, may employ an investment strategy referred to as Direct Indexing, a strategy that seeks to replicate an existing stock index, like the S&P 500, through direct ownership of individual stocks. Direct Indexing allows for portfolio customization and adjusting exposure to specific stocks or sectors. It can also provide a tax-loss harvesting benefit, which may help reduce tax bills by offsetting capital gains with losses from other positions. Reframe Wealth’s Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding Direct Indexing.

Long/Short Equity Strategy: Reframe Wealth can allocate client assets to an unaffiliated separate account manager (the “Manager”) that employs a long/short equity investment strategy (the “Strategy”) whereby both long and short positions will be maintained within the same portfolio. Long-short equity is an investment strategy that seeks to take a long position in underpriced stocks while selling short, overpriced shares. Please Note: There can be no assurance that the Strategy will prove successful. Please Also Note: The Strategy employs margin. The use of margin permits the Manager to borrow money to buy securities. The broker/custodian for the Strategy account charges the account interest for the right to borrow money and uses the account securities as collateral. By using borrowed funds, the customer is employing leverage that will magnify both account gains and losses. Two Separate Strategy Advisory Fees. The client will incur separate advisory fees for the Manager and Reframe Wealth. Opt-Out: A client can advise Reframe Wealth, in writing, not to allocate any assets to the Strategy.

Retirement Accounts. Retirement Rollovers-Potential for Conflict of Interest. A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer’s plan, if permitted, (ii) roll over the assets to the new employer’s plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account (“IRA”), or (iv) cash out the account value (which could, depending upon the client’s age, result in adverse tax consequences). If ReFrame Wealth recommends that a client roll over their retirement plan assets into an account to be managed by ReFrame Wealth, such a recommendation creates a conflict of interest if ReFrame Wealth will earn new (or increase its current) compensation as a result of the rollover. If ReFrame Wealth provides a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer’s plan or an existing IRA), ReFrame Wealth is acting as a fiduciary 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. No client is under any obligation to roll over retirement plan assets to an account managed by ReFrame Wealth, whether it is from an employer’s plan or an existing IRA

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Custodian Charges – Additional Fees. As discussed below at Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, ReFrame Wealth generally recommends that Charles Schwab and Co., Inc. (“Schwab”) or Fidelity Brokerage Services, LLC and National Financial Services, LLC (“Fidelity”) serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab and Fidelity charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, dealer spreads and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian. While certain custodians, including Schwab and Fidelity, generally (with the potential exception for exceptions) do not currently charge fees on individual equity transactions (including ETFs), others do. Please Note: there can be no assurance that Schwab or Fidelity will not change their transaction fee pricing in the future. Please Also Note Schwab may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically. To the extent that clients participate in the Firm’s wrap fee program, most brokerage and custodial costs are covered by ReFrame Wealth

Tradeaways: When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom ReFrame Wealth and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a “trade-away” fee charged by Schwab). The above fees/charges are in addition to ReFrame Wealth’s investment advisory fee at Item 5 below. Advisor does not receive any portion of these fees/charges.

Schwab and other custodians have eliminated commissions [or transaction fees] for online trade of U.S. equities, ETFs and options (subject to \$0.65 per contract fee). This means that, in most cases, when we buy and sell these types of securities, we will not have to pay any commissions to Schwab. We encourage you to review Schwab’s pricing to compare the total costs of entering into a wrap fee arrangement versus a non-wrap fee arrangement. If you choose to enter into a wrap fee arrangement, your total cost to invest could exceed the cost of paying for brokerage advisory fees separately. To see what you would pay for transactions in a non-wrap account please refer to Schwab’s most recent price schedules available at [schwab.com/aspricingguide](https://www.schwab.com/aspricingguide). Fidelity’s pricing may be found at <https://www.Fidelity.com>

Portfolio Activity. ReFrame Wealth has a fiduciary duty to provide services consistent with the client’s best interest. Advisor will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, fund manager tenure, style drift, account additions or /withdrawals, and/or a change in the client’s investment objective. Based upon these factors, there may be extended periods of time when . ReFrame Wealth determines that changes to a client’s portfolio are unnecessary. Clients remain subject to the fees described in Item 5 below during periods of portfolio inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by ReFrame Wealth will be profitable or equal any specific performance level(s).

Variable Annuity Sub-accounts. In the event that the client owns a variable annuity product, the client can engage ReFrame Wealth to provide investment management services relative to the investment subdivisions that comprise the variable annuity product. . ReFrame Wealth’s investment selection shall be limited to those provided by the variable annuity sponsor. If so engaged, ReFrame Wealth shall charge an ongoing advisory fee based upon the market value of the assets per its fee schedule at Item 5 below. Please Note: Neither . ReFrame Wealth, nor any of its employees, offers to sell variable annuity products to its clients. Neither . ReFrame Wealth, nor any of its employees, are registered as, or associated with, a broker-dealer or an insurance agency. In the event that the client owns a variable annuity product and/or seeks to purchase a variable annuity product, . ReFrame Wealth shall refer the client to an unaffiliated broker- dealer/insurance agency to advise on same, and if agreed upon by the client, engage the unaffiliated broker- dealer/insurance agency to exchange a current, or purchase a new, variable annuity product. Neither ReFrame Wealth, nor any of its employees, shall receive any portion of the fees earned by the unaffiliated broker- dealer/insurance agency. . ReFrame Wealth’s only compensation shall be limited to the management of the investment subdivisions that comprise the variable annuity product, should the client engage

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Advisor to do so. The client is under no obligation to engage ReFrame Wealth to provide such management services, nor is the client under any obligation to consider addressing variable annuity issues with the unaffiliated broker-dealer/insurance agency that may be recommended by ReFrame Wealth.

ReFrame Wealth may recommend insurance products provided by a third party insurance provider, DPL Financial Partners, LLC. These products are commission-free. However, we have a financial interest in recommending these products because of our relationship with DPL. We address this conflict by ensuring our recommendations are in the client's best interest. ReFrame Wealth is not compensated by DPL, nor does it receive other economic benefits in connection with this relationship. ReFrame Wealth may bill on the variable annuity subaccounts when clients obtain variable annuities through DPL.

Cybersecurity Risk. The information technology systems and networks that Reframe Wealth and its third-party service providers use to provide services to Reframe Wealth's clients employ various controls that are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Reframe Wealth's operations and/or result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Reframe Wealth are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur financial losses and/or other adverse consequences. Although Reframe Wealth has established processes to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that Reframe Wealth does not control the cybersecurity measures and policies employed by third-party service providers, issuers of securities, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchanges and other financial market operators and providers.

Client Privacy and Confidentiality. Reframe Wealth maintains policies and procedures designed to help protect the confidentiality and security of client nonpublic personal information ("NPPI"). NPPI includes, but is not limited to, social security numbers, credit or debit card numbers, state identification card numbers, driver's license number and account numbers. Reframe Wealth maintains administrative, technical, and physical safeguards designed to protect such information from unauthorized access, use, loss, or destruction. These safeguards include controls relating to data access, information security, and incident response, and are reviewed to address changes in risk and business. Client information may be disclosed in response to regulatory requests, legal obligations, or as otherwise permitted by law, and any such disclosure is made in accordance with applicable privacy and confidentiality requirements.

Reframe Wealth may engage non-affiliated service providers in connection with providing advisory services, and such providers may have access to client NPPI, as necessary, to perform their functions. Reframe Wealth confirms that service providers maintain safeguards designed to protect client information from unauthorized access or use and provide notice to Reframe Wealth in the event of a cybersecurity incident involving client information maintained by the service provider. While Reframe Wealth maintains policies and procedures designed to protect client information, such measures cannot eliminate all risk. Reframe Wealth will notify clients in the event of a data breach involving their NPPI as may be required by applicable state and federal laws.

Cash Sweep Accounts. Certain account custodians can require that cash proceeds from account transactions or new deposits, be swept to and/or initially maintained in a specific custodian designated sweep account. The yield on the sweep account will generally be lower than those available for other money market accounts. When this occurs, to help mitigate the corresponding yield dispersion, ReFrame Wealth shall (usually within 30 days thereafter) generally (with exceptions) purchase a higher yielding money market fund (or other type security) available on the custodian's platform, unless ReFrame Wealth reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to the amount of dispersion between the sweep account and a money market fund, the size of the cash balance, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account.

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The above does not apply to the cash component maintained within Reframe Wealth's actively managed investment strategy (the cash balances for which shall generally remain in the custodian designated cash sweep account), an indication from the client of a need for access to such cash, assets allocated to an unaffiliated investment manager, and cash balances maintained for fee billing purposes. Please Also Note: The client shall remain exclusively responsible for yield dispersion/cash balance decisions and corresponding transactions for cash balances maintained in any of the ReFrame Wealth's unmanaged accounts.

Use of Mutual and Exchange Traded Funds. ReFrame Wealth utilizes mutual funds and exchange traded funds for its client portfolios. In addition to ReFrame Wealth's investment advisory fee described below, and transaction and/or custodial fees discussed above, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses). The mutual funds and exchange traded funds utilized by the Advisor are generally available directly to the public. Thus, a client can generally obtain the funds recommended and/or utilized by Advisor independent of engaging Advisor as an investment advisor. However, if a prospective client does so, then he/she/they will not receive ReFrame Wealth's initial and ongoing investment advisory services.

Use of DFA Mutual Funds. ReFrame Wealth utilizes the mutual funds issued by Dimensional Fund Advisors ("DFA"). DFA funds are generally only available through registered investment advisers approved by DFA. Thus, if the client was to terminate ReFrame Wealth's services, and transition to another adviser who has not been approved by DFA to utilize DFA funds, restrictions regarding additional purchases of, or reallocation among other DFA funds, will generally apply.

Socially Responsible (ESG) Investing Limitations. Socially Responsible Investing involves the incorporation of Environmental, Social and Governance ("ESG") considerations into the investment due diligence process. ESG investing incorporates a set of criteria/factors used in evaluating potential investments: Environmental (i.e., considers how a company safeguards the environment); Social (i.e., the manner in which a company manages relationships with its employees, customers, and the communities in which it operates); and Governance (i.e., company management considerations). The number of companies that meet an acceptable ESG mandate can be limited when compared to those that do not, and could underperform broad market indices. Investors must accept these limitations, including potential for underperformance. Correspondingly, the number of ESG mutual funds and exchange-traded funds are limited when compared to those that do not maintain such a mandate. As with any type of investment (including any investment and/or investment strategies recommended and/or undertaken by ReFrame Wealth), there can be no assurance that investment in ESG securities or funds will be profitable, or prove successful. ReFrame Wealth generally relies on the assessments undertaken by the unaffiliated mutual fund, exchange traded fund or separate account portfolio manager to determine that the fund's or portfolio's underlying company securities meet a socially responsible mandate.

Cash Positions. Advisor continues to treat cash as an asset class. As such, unless determined to the contrary by ReFrame Wealth, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating ReFrame Wealth's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Advisor may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, ReFrame Wealth's advisory fee could exceed the interest paid by the client's money market fund.

Fee Dispersion. Advisor, in its discretion, may charge a lesser or higher investment advisory fee, charge a flat fee, waive applicable minimum asset or minimum fee levels, waive its fee entirely, or charge a fee on a different interval, based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

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C. Client Account Management

Prior to engaging ReFrame 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 – ReFrame Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – ReFrame 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 – ReFrame 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 – ReFrame Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

ReFrame Wealth includes securities transaction fees, (herein "Covered Costs") together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". The Advisor customizes its investment management services for its Clients. The Advisor sponsors Reframe Wealth Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. 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, which is included as a supplement to this Disclosure Brochure.

The benefits under a wrap fee program depend, in part, upon the size of the account, the costs associated with managing the account, and the frequency or type of securities transactions executed in the account[s] For example, a wrap fee program may not be suitable for all accounts, including but limited to accounts holding primarily, and for any substantial period of time, cash or cash equivalent investments, fixed income securities or no-transaction-fee mutual funds, or any other type of security that can be traded without commissions or other transaction fees. In order to evaluate whether a wrap fee arrangement is appropriate for you, you should compare the agreed-upon Wrap Program Fee and any other costs associated with participating in our Wrap Fee Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and execution costs, and custodial services comparable to those provided under the Wrap Fee Program.

When managing a Client's account on a wrap fee basis, we receive as compensation for our investment advisory services, the balance of the total wrap fee you pay after custodial, trading and other management costs (including execution and transaction fees) have been deducted. Accordingly, we have a conflict of interest because we have a financial incentive to maximize our compensation by seeking to reduce or minimize the total costs incurred in your account[s] subject to a wrap fee.

Client Obligations. In performing our services, Advisor shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, it remains each client's responsibility to promptly notify Advisor if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by ReFrame Wealth) will be profitable or equal any specific performance level(s).

Disclosure Statement. A copy of ReFrame Wealth's written Brochure as set forth on Part 2A of Form ADV and Form CRS (Client Relationship Summary) shall be provided to each client prior to, or contemporaneously with, the execution of an agreement between the client and ReFrame Wealth.

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E. Assets Under Management

As of December 31, 2025, ReFrame Wealth manages approximately \$394,837,521 in Client assets 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 more written agreements with the Advisor.

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid quarterly, at the end of each calendar quarter, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior calendar quarter. Wealth management fees range from 0.40% to 1.00% annually based on the following tiered schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$2,000,000	1.00%
Next \$3,000,000	0.75%
Next \$5,000,000	0.50%
Over \$10,000,000	0.40%

In certain circumstances, the Advisor may engage clients on a fixed fee schedule. This is done on a case-by-case basis.

Legacy Clients may be subject to a previous fee schedule as determined by their executed Client agreement.

The wealth management fee includes sub-advisory fees paid to Savant. The wealth 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. Certain Clients may be offered a fixed rate fee schedule. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by ReFrame Wealth will be independently valued by the Custodian. ReFrame Wealth will conduct periodic reviews of the Custodian's valuations.

ReFrame Wealth generally imposes a minimum fee of \$6,000 for new clients. ReFrame Wealth, in its discretion, may charge a lesser or higher investment advisory fee, charge a flat fee, waive its \$6,000 minimum fee requirement, waive its fee entirely, or charge fee on a different interval, based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

Fees may be negotiable at the sole discretion of the Advisor.

The Advisor's fee is inclusive of any applicable securities transactions. Clients separately would be responsible for certain fees including custody fees, and other related costs and expenses described in Item 5.C below. The Advisor shall not receive any portion of these non-Covered Costs.

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Use of Independent Managers

For Clients referred by the Advisor to an Independent Manager, the Client's fee may be separately billed or deducted from the Client's account[s] by the Independent Manager.

Financial Planning Services

ReFrame Wealth offers financial planning services for an annual subscription fee or a fixed fee engagement ranging up to \$10,000. 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 costs will be determined prior to establishing the advisory relationship.

B. Fee Billing**Wealth Management Services**

Wealth 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 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 ReFrame Wealth at the end of the quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by ReFrame Wealth to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian. Advisor will adjust its fee based upon any intra-quarter additions or withdrawals.

Financial Planning Services

The entire balance of the financial plan will be invoiced at the beginning of the engagement. We do not bill more than \$1,200, more than six months in advance.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. ReFrame Wealth includes Covered Costs as part of its overall investment advisory fee through the ReFrame Wealth Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to ReFrame 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 ReFrame Wealth, but would not receive the services provided by ReFrame 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 ReFrame 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

ReFrame Wealth is compensated for its wealth management services at the end of the quarter after services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the wealth 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. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

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Use of Independent Managers

In the event that 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 and that Independent Manager. ReFrame Wealth will assist the Client with the termination and transition as appropriate.

E. Compensation for Sales of Securities

ReFrame 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

ReFrame Wealth does not charge performance-based fees for its investment advisory services. The fees charged by ReFrame 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.

ReFrame 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

ReFrame Wealth offers investment advisory services to individuals, high net worth individuals, trusts, and estates. ReFrame Wealth generally does not impose a minimum relationship size.

As noted above at Item 5, ReFrame Wealth generally imposes a minimum fee of \$6,000 for new clients. ReFrame Wealth, in its discretion, may charge a lesser or higher investment advisory fee, charge a flat fee, waive its \$6,000 minimum fee requirement, waive its fee entirely, or charge fee on a different interval, based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

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

A. Methods of Analysis

ReFrame Wealth primarily employs the principles of Modern Portfolio Theory in developing investment strategies for its Clients. Research and analysis from ReFrame 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.

ReFrame Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. The Advisor's investment strategy is based upon long-term investment objectives that incorporate the principles of Modern Portfolio Theory. The Advisor's investment approach is firmly rooted in the belief that markets are "efficient," and that investors' returns are determined principally by asset allocation decisions, not market timing or stock picking. ReFrame 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, ReFrame 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.

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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. ReFrame 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. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

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.

Bond ETFs

Bond ETFs are 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

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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.

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 ReFrame Wealth or its management persons. ReFrame 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# 313386.

Item 10 – Other Financial Industry Activities and Affiliations

Neither ReFrame Wealth, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither ReFrame Wealth, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

Savant Wealth Management - As detailed in Item 4, Savant has been engaged as an investment sub-advisor. ReFrame Wealth pays the sub-advisor from its wealth management fee. ReFrame Wealth does not receive any compensation from Savant. Please see Item 4.

The Advisor does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

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

A. Code of Ethics

ReFrame 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 ReFrame Wealth ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. ReFrame Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of ReFrame Wealth's 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 (571) 354-8471.

B. Personal Trading with Material Interest

ReFrame Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. ReFrame 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. ReFrame Wealth does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

ReFrame 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

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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 ReFrame Wealth requiring reporting of personal securities trades by conducting a coordinated review of personal accounts and the accounts of the Clients. 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 ReFrame 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 ReFrame Wealth, or any Supervised Person of ReFrame Wealth, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

ReFrame 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 ReFrame Wealth to direct trades to the Custodian as agreed upon in the wealth management agreement. Further, ReFrame Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where ReFrame 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 Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by ReFrame Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. ReFrame 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. ReFrame Wealth will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab") or Fidelity, both a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". ReFrame Wealth maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab or Fidelity. Please see Item 14 below. Following are additional details regarding the brokerage practices of the Advisor:

Factors that ReFrame Wealth considers in recommending Schwab or Fidelity include historical relationship with the ReFrame Wealth, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by ReFrame Wealth's clients shall comply with ReFrame Wealth's duty to seek best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where ReFrame Wealth determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although ReFrame Wealth will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, ReFrame Wealth's investment management fee. ReFrame Wealth's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

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Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, ReFrame Wealth may receive from Schwab (or another broker-dealer/custodian, investment platform, fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist ReFrame Wealth to better monitor and service client accounts maintained at such institutions. Included within the support services that are obtained by ReFrame Wealth may be proprietary investment-related research, market and economic research, pricing information and market data, software and other technology that provide access to client account data, customizable reporting technology, quarterly fee calculations, no account fees, negotiated trading fees for stocks and exchange traded funds, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by ReFrame Wealth in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that are received may assist ReFrame Wealth in managing and administering client accounts. Others do not directly provide such assistance, but rather assist ReFrame Wealth to manage and further develop its business enterprise.

There is no corresponding commitment made by ReFrame Wealth to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

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. ReFrame 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.

Brokerage Referrals. ReFrame Wealth does not receive any compensation from any third party in connection with the recommendation for establishing an account.

Directed Brokerage. Advisor does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Advisor will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by ReFrame Wealth. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

In the event that the client directs Advisor to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through ReFrame Wealth. Higher transaction costs adversely impact account performance.

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. ReFrame Wealth will execute its transactions through the Custodian as authorized by the Client. ReFrame 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

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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 wealth management Client accounts are monitored on a regular and continuous basis by the CCO of ReFrame Wealth. Formal reviews are generally offered at least annually or more frequently depending on the needs or requests 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 ReFrame 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 ReFrame Wealth

ReFrame Wealth is a fee-based advisory firm that is compensated solely by its Clients and not from any investment product. ReFrame Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. ReFrame 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, ReFrame Wealth may receive non-compensated referrals of new Clients from various third-parties.

Use of Independent Managers

The Advisor may be indirectly compensated by an Independent Manager as described in Item 5 above and does not receive any other forms of compensation with such arrangements.

Participation in Institutional Advisor Platform

ReFrame 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 ReFrame Wealth. ReFrame also participates on the Fidelity Institutional Advisory platform. As a registered investment advisor participating on the Schwab Advisor Services platform or the Fidelity Institutional Advisory platform, ReFrame Wealth receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab or Fidelity. Services provided by Schwab Advisor Services or Fidelity benefit the Advisor and many, but not all services provided by Schwab or Fidelity 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.

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Services that Benefit the Client – Fidelity and 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.

Services that May Indirectly Benefit the Client – Schwab and Fidelity provide 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 and Fidelity. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services and financial support to ReFrame 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 or Fidelity, which results in a potential conflict of interest. ReFrame Wealth believes, however, that the selection of Schwab or Fidelity as Custodian is in the best interests of its Clients.

B. Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Item 15 – Custody

ReFrame Wealth does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor’s fees. All Clients must place their assets with a “qualified custodian”. Clients are required to engage the Custodian to retain their funds and securities and direct ReFrame Wealth to utilize that Custodian for the Client’s security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by ReFrame Wealth to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

Certain clients have established asset transfer authorizations that permit the qualified custodian to rely upon instructions from ReFrame Wealth to transfer client funds or securities to third parties. These arrangements are disclosed at Item 9 of Part 1 of Form ADV. However, in accordance with the guidance provided in the SEC’s February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subject to an annual surprise CPA examination.

Item 16 – Investment Discretion

ReFrame 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. Savant, in its capacity as sub-advisor, will discretion over the selection and amount of securities to be bought or sold in Client accounts. These purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by ReFrame 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 a wealth

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management agreement containing all applicable limitations to such authority. All discretionary trades made by ReFrame Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

ReFrame Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither ReFrame Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of ReFrame Wealth to meet all obligations to its Clients. Neither ReFrame Wealth, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. ReFrame 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.

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