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# Disclosure Form ADV Part 2A

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This brochure provides information about the qualifications and business practices of Maridea Wealth Management LLC (“Maridea” or the “Adviser”). If you have any questions about the contents of this brochure, please contact us at (347) 289-5227. 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 Maridea Wealth Management LLC also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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**Maridea**  
WEALTH MANAGEMENT

## Item 2 – Material Changes

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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 Adviser's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Maridea.

Maridea 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. Maridea encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Adviser.

### Material Changes

The following material changes have been made to this Brochure since our last annual amendment on March 26, 2025:

- Effective May 1, 2025, the Advisor has appointed Robert Pagliuco as Chief Compliance Officer.
- Effective July 14, 2025, the Adviser has appointed Nicholas Crow as Chief Operating Officer and Bryan Hinmon as Chief Investment Officer.
- The Adviser has established a minimum relationship size for the effective servicing of Client accounts. For more information, please see Item 7 of the Disclosure Brochure.
- The Adviser has amended Item 5 to outline that Clients may be charged an advisory fee for assets under advisement with the Adviser.

Additionally, we have made the following non-material updates for clarity and completeness about additional services we are now offering clients:

- The Adviser has established an institutional relationship with Fidelity and AssetMark Brokerage, LLC. Please see Items 12 and 14 for additional details.
- The Adviser has added a new affiliated Tax entity, Maridea Tax & Business Services, LLC. Please see Item 10 for additional details.

### Future Changes

From time to time, the Adviser 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](http://www.adviserinfo.sec.gov) by searching with the Adviser's firm name or CRD# 325523. You may also request a copy of this Disclosure Brochure at any time by contacting the Adviser at (347) 289-5227.

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## Item 4 – Advisory Services

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### A. Firm Information

Maridea Wealth Management LLC (“Maridea” or the “Adviser”) is a registered investment adviser with the U.S. Securities and Exchange Commission. The Adviser is organized as a Limited Liability Company (LLC) under the laws of the State of New York. Maridea was founded in February 2023 and became a registered investment adviser in February 2024. Through various intermediate subsidiaries, Maridea is wholly owned by Maridea Holdings, LLC. Maridea Holdings is primarily owned and controlled by Pelican Maridea Investco LLC. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Maridea.

Certain Advisory Persons and branch offices may use marketing names or other names that are held out to the public. Such names are known as “doing business as” or “DBA” names. The purpose of using a name other than Maridea is for Advisory Persons to create a brand that is specific to the Advisory Person and/or branch but separate from Maridea. Investment advisory activities are provided through Maridea and subject to the supervision of Maridea.

For additional information regarding this Disclosure Brochure, please contact us at (347) 289-5227 or [info@marideawealth.com](mailto:info@marideawealth.com).

### B. Advisory Services Offered

Maridea offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and retirement plans (each referred to as a “Client”).

The Adviser serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Adviser upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Maridea's fiduciary commitment is further described in the Adviser'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.

#### Investment Management Services

Maridea provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Maridea works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Maridea will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (ETFs) to achieve the Client's investment goals. The Adviser may also utilize individual stocks, bonds, or alternative investments to meet the needs of its Clients. The Adviser may retain other types of investments from the Client's legacy portfolio due to fit with the overall portfolio strategy, tax-related reasons, or other reasons as identified between the Adviser and the Client.

Maridea's investment strategies are primarily long-term focused, but the Adviser 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. Maridea 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 Adviser.

Maridea evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Maridea may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Maridea may recommend specific positions to increase sector or asset class weightings. The Adviser may recommend employing cash positions as a possible hedge against market movement.

Maridea may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

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

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

*Use of Independent Managers (Sub-Advisers)* – Maridea 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 and may delegate operational services, model/portfolio management, trading/rebalancing authority. In certain circumstances, the Independent Manager may require liquidation of certain holdings at onboarding, which can create transaction costs and tax effects. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide

investment management and related services. The Adviser may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. When the Adviser is acting in a discretionary capacity over the use of Independent Managers for Client accounts, Maridea retains full discretionary authority over the use of such Independent Managers. The Adviser will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with an 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).

*Cash Management & Treasury Services* – Maridea also offers cash management and treasury management services include the collections, disbursement, information reporting, capital management, currencies, and risk management for businesses. The Adviser tracks and manages the Client's business's clients' cash flow and helps them invest their cash balances in appropriate securities depending on liquidity needs and yield.

#### Financial Planning Services

Maridea will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, estate planning 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.

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

Financial planning and consulting recommendations pose a conflict between the interests of the Adviser and the interests of the Client. For example, the Adviser has an incentive to recommend that Clients engage the Adviser for investment management services or to increase the level of investment assets with the Adviser, as it would increase the amount of advisory fees paid to the Adviser. Clients are not obligated to implement any recommendations made by the Adviser or maintain an ongoing relationship with the

Adviser. If the Client elects to act on any of the recommendations made by the Adviser, the Client is under no obligation to implement the transaction through the Adviser.

#### Retirement Plan Advisory Services

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

- Investment Oversight Service (ERISA 3(21))
- Investment Management Services (ERISA 3(38))
- Performance Reporting
- Ongoing Investment Recommendations and Assistance
- ERISA 404(c) Assistance

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

#### Insurance/Annuity Servicing

The Adviser may assist with servicing existing annuity/insurance contracts and may utilize unaffiliated insurance intermediaries/broker-dealers for Broker-of-Record changes or administration. These parties do not provide investment advisory services.

### **C. Client Account Management**

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

- Establishing an Investment Strategy – Maridea, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- Asset Allocation – Maridea 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 – Maridea will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Maridea will provide investment management and ongoing oversight of the Client’s investment portfolio. At any time, a client may request reasonable restrictions on the types of investments held in their portfolio, subject to the Adviser’s approval.

## **D. Wrap Fee Programs**

Maridea does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Maridea.

## **E. Assets Under Management**

As of January 9, 2026, Maridea manages \$958,721,478 in Client assets, \$933,730,529 of which are managed on a discretionary basis and \$24,990,949 of which is managed on a non-discretionary basis. Clients may request more current information at any time by contacting the Adviser.

### **Assets Under Advisement (“AUA”)**

In addition to AUM, Maridea provides advisory and consulting services for certain client assets over which we do not provide continuous and regular supervision or management services. These assets are classified as Assets Under Advisement (“AUA”), are not included in AUM, and are not a regulatory measure. As of January 9, 2026, Maridea provides advisory services with respect to approximately \$44,906,554 in AUA.

### **Combined AUM and AUA (“AUM/AUA”)**

For transparency and to reflect the full scope of Maridea’s client relationships, Maridea also reports a combined total of AUM and AUA. This combined figure is not a regulatory measure and is provided solely for informational and marketing purposes. As of January 9, 2026, Maridea’s combined AUM/AUA totaled \$1,003,628,032.

## **Item 5 – Fees and Compensation**

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

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment management fees are paid monthly or quarterly (“billing period”), in advance or arrears, pursuant to the terms of the investment management or client advisory agreement. Investment management fees are based on the market value of the assets in the account[s] during the respective billing period. Investment management fees range up to 2.50% annually based on several factors, including: the scope and complexity of the services to be provided; the level of assets to be managed; and the overall relationship with the Adviser. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment management fee in the first billing period of service is prorated from the inception date of the account[s] to the end of the billing period. Fees may be negotiable at the sole discretion of the Adviser. The Client’s fees will take into consideration the aggregate assets under management with the Adviser. All securities held in accounts managed by Maridea will be independently valued by the

Custodian. The Adviser will conduct periodic reviews of the Custodian's valuation to ensure accurate billing. See Fee Billing below for further information.

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

#### Use of Independent Managers

For Clients referred by the Adviser to an Independent Manager, the Client's fee may be separately billed or deducted from the Client's account[s] by or on behalf of the Independent Manager depending on the nature of the relationship between the Adviser and the Independent Manager. In relationships where the Independent Manager is responsible for providing certain investment-related, operational, administrative, and billing services, it creates a conflict of interest because Maridea benefits when Independent Managers perform services that it would otherwise operationally need to perform. In these situations, and where the Independent Manager performs the billing function, they will deduct their fees from the advisory fee before remitting the remainder to Maridea. Hence, there is no additional cost to the Client. See Item 10 for additional information.

#### Assets Under Advisement

As part of the Adviser's investment management services, Clients may also be charged fees for assets under advisement with the Adviser. The fee charged for a Client's assets under advisement will be outlined in the investment management or client advisory agreement and based on the scope of services to be provided to the Client.

#### Cash Management & Treasury Services

Maridea also offers cash management and treasury management services at a fixed fee agreed upon based on the complexity of the scope. Fees will be charged either monthly in advance or in arrears pursuant to the agreement.

#### Financial Planning Services

Maridea offers financial planning services either as a component of investment management services or as a stand-alone engagement. Fixed financial planning fees range up to \$10,000. Hourly financial planning fees range up to \$250 per hour. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Adviser. An estimate for total hours and overall costs will be provided to the Client prior to engaging in these services.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged monthly or quarterly, in arrears or in advance, pursuant to the terms of the retirement plan advisory agreement. Retirement plan fees are based on the market value of assets under management at the end of the respective billing period. Fees range up to 1.00% and may be negotiable depending on the size and complexity of the Plan.

## **B. Fee Billing**

### Investment Management Services

Investment management fees are calculated by the Adviser or its delegate and either invoiced to the Client or deducted from the Client's account[s] at the Custodian. The Adviser shall send a fee billing calculation to the Client, or invoice to the Custodian indicating the amount of the fees to be charged for the billing period. Fees will be calculated and payable in advance or in arrears on a monthly or quarterly basis, as determined by the investment management or client advisory agreement between the Client and the Adviser. The annual percentage or fee rate will be pro-rated for the number of calendar days in the billing period and applied to the market value of assets under management in the Client's account[s] based on the average daily balance for the billing period for fees calculated in arrears, and the beginning of period balance for fees calculated in advance. For fees charged through the Custodian, Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. Clients are urged to review the statements or invoices provided for accuracy. Note, Clients are required to provide written authorization permitting advisory fees to be deducted by Maridea to be paid directly from their account[s] held by the Custodian as part of the investment management agreement and separate account forms provided by the Custodian.

### Use of Independent Managers

For Clients referred by the Adviser to an Independent Manager, the Client's fee may be separately billed or deducted from the Client's account[s] with the respective manager and a portion of the investment advisory fee may be provided to Maridea.

### Assets Under Advisement

Fees that are charged to Clients for their assets under advisement with the Adviser are calculated by the Adviser or its delegate and either invoiced to the Client or deducted from the Client's account as outlined within the investment management or client advisory agreement. Fees will be calculated and payable in advance or in arrears on a monthly or quarterly basis, as determined by the investment management or client advisory agreement between the Client and the Adviser. The annual percentage or fee rate will be pro-rated for the number of calendar days in the billing period and applied to the market value of assets under advisement in the Client's account[s] based on the average daily balance for the billing period for fees calculated in arrears, and the beginning of period balance for fees calculated in advance.

### Financial Planning Services

Financial planning fees are invoiced by the Adviser and are due upon completion of the agreed upon deliverable[s].

### Retirement Plan Advisory Services

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

### Insurance-Related Compensation

In limited circumstances, the Adviser may receive compensation from unaffiliated insurance intermediaries or broker-dealers for administrative servicing, including Broker of Record changes of existing annuity/insurance contracts. These payments are not advisory fees and do not affect the fees charged for investment advisory services.

## **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Maridea, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Adviser's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Maridea are separate and distinct from these custody and execution fees.

In addition, all fees paid to Maridea 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 Maridea, but would not receive the services provided by Maridea 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 Maridea to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

### Trading, Custody, and Third-Party Model Fees

Because Maridea is not operating a wrap fee program, clients are responsible for all brokerage commissions, ticket charges, trading away fees, custodian fees, mutual fund transaction fees, ETF redemption fees, and other execution related expenses. If Maridea uses certain Independent Manager or third-party platforms to access third-party strategists or model providers, those strategists may charge additional fees. These strategist fees are separate from and in addition to Maridea's advisory fee and will reduce the value of client accounts. Clients should carefully review all custodian and third-party pricing schedules and any applicable strategist fee schedules.

## **D. Advance Payment of Fees and Termination**

### Investment Management Services

Maridea may be compensated for its investment management services in advance or arrears. Either party may terminate the investment management or client advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment management agreement within five (5) business days of signing the Adviser'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 investment management agreement with the Adviser is non-transferable without the Client's prior consent.

#### 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. Maridea will assist the Client with the termination and transition as appropriate.

#### Assets Under Advisement

Maridea may be compensated for its investment management services for a client's assets under advisement, in advance or arrears. Either party may terminate the investment management or client advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment management agreement within five (5) business days of signing the Adviser'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 investment management agreement with the Adviser is non-transferable without the Client's prior consent.

#### Financial Planning Services

Maridea is compensated for its financial planning services upon completion of the engagement deliverable[s]. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Adviser's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate. The Client's financial planning agreement with the Adviser is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

Maridea may be compensated for its retirement plan advisory services in advance. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Adviser'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 Adviser will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the billing period. The Client's retirement plan services agreement with the Adviser is non-transferable without the Client's prior consent.

## **E. Compensation for Sales of Securities**

Maridea 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.

In one's separate capacity as registered representative, an Advisory Person of Maridea may implement securities transactions on a commission basis through Private Clients Services ("PCS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to Maridea's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. We mitigate this conflict in two ways. First, Clients always have the right to choose whether to purchase securities products through one of our Advisory Persons. Second, Maridea will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Advisory Persons. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

Maridea 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**

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Maridea offers investment advisory services to individuals, high net worth individuals, foundations, trusts, estates, businesses, employer-sponsored retirement plans, charitable organizations, corporations, limited liability companies, and retirement plans. Maridea generally requires a minimum relationship size of \$100,000 to effectively implement its investment process. This amount may be reduced or waived at the Adviser's sole discretion.

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

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#### **A. Methods of Analysis**

Maridea primarily employs fundamental analysis and modern portfolio theory in developing investment strategies for its Clients. Research and analysis from Maridea are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of

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company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

*Modern portfolio theory* assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns. Costs are a main factor in the Adviser's investment philosophy and controlling fees, expenses and taxes are a priority in the Adviser's investment models.

As noted above, Maridea generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Maridea 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, Maridea may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Maridea 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 Adviser's investment strategies as well as general risks of investing.

While the methods of analysis help the Adviser 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 Adviser monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Adviser'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 Adviser 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 Adviser 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 Adviser will work with each Client to determine their tolerance for risk as part of the portfolio construction process. The following are some of the risks associated with the Adviser'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 have 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 Risks

Bonds 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 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.

#### Alternative Investments (Limited Partnerships)

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

#### Options Contracts

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

#### Corporate Debt & Municipal Securities

Debt is issued by federal, state and foreign governments, municipalities and corporations to finance their operations. Debt obligations offer limited participation in the upside of a business. In exchange holders receive interest and a position that is generally senior to equity in a bankruptcy. Municipal securities are backed by either the full faith and credit of the issuer (General Obligation) or by revenue generated by a specific project (Revenue) for which the securities were issued. The latter type of securities could quickly lose value or even become virtually worthless if the expected project revenue does not meet expectations.

#### Exchange-Traded Note Risk

ETNs are subject to the credit risk of the issuer. The value of an ETN will vary and will be influenced by its time to maturity, level of supply and demand for the ETN, volatility and lack of liquidity in underlying securities, currency and commodities markets as well as changes in the applicable interest rates, changes in the issuer's credit rating, and economic, legal, political, or geographic events that affect the referenced index. There may be restrictions on an account's right to redeem its investment in an ETN, which is meant to be held until maturity. The decision to sell ETN holdings may be limited by the availability of a secondary market.

#### Foreign and Emerging Market Securities Risk

Foreign investments may carry risks associated with investing outside the United States, such as currency fluctuation, economic or financial instability, lack of timely or reliable financial information or unfavorable political or legal developments. Those risks are increased for investments in emerging markets. Foreign securities can be more volatile than domestic (U.S.) securities. Securities markets of other countries are generally smaller than U.S. securities markets. Many foreign securities may also be less liquid than U.S. securities, which could affect the investments.

#### Private Collective Investment Vehicles

Maridea recommends that certain clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting

the investments. There are few limitations on the types of securities or other financial instruments that may be traded and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, they are much less regulated than investment companies. There are numerous other risks in investing in these securities. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

#### American Depositary Receipts ("ADRs")

An ADR is a stock that trades in the United States but represents a specified number of shares in a foreign corporation. Investors buy and sell ADRs on American markets just like regular stocks. Banks and brokerage firms issue/sponsor ADRs. ADRs are subject to additional risks of investing in foreign securities, including, but not limited to, less complete financial information available about foreign issuers, less market liquidity, more market volatility, and political instability. In addition, currency exchange-rate fluctuations affect the U.S. dollar-value of foreign holdings. Some ADRs and ordinary shares of foreign securities pay dividends, and many foreign countries impose dividend withholding taxes up to 30%. Depending on a custodian's ability to reclaim any withheld foreign taxes on dividends, taxable accounts may be able to recoup a portion of these taxes by use of the foreign tax credit. However, tax-exempt accounts, to the extent they pay any foreign withholding taxes, may not be able to utilize the foreign tax credit. Therefore, investors may be unable to recover any foreign taxes withheld on dividends of foreign securities or ADRs.

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 Adviser.

#### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving Maridea or its management persons.** Maridea values the trust Clients place in the Adviser. The Adviser encourages Clients to perform the requisite due diligence on any adviser or service provider that the Client engages. The backgrounds of the Adviser or Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Adviser's firm name or CRD# 325523.

#### **Item 10 – Other Financial Industry Activities and Affiliations**

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##### Maridea Insurance Company, LLC

The Adviser is affiliated through common ownership and control with Maridea Insurance Company, LLC ("Maridea Insurance"). Maridea Insurance is a licensed insurance company and offers access to various life and health insurance policies. When deemed to be in the Client's best interest, the Adviser will recommend that Clients engage Maridea Insurance for their insurance needs. Due to the affiliation between Maridea and Maridea Insurance, owners and management persons have an incentive to recommend Maridea Insurance to Clients as they will benefit financially in their individual capacity if

Clients implement commissionable insurance products through Maridea Insurance. There is no requirement for the Adviser to recommend Maridea Insurance, nor are Clients obligated to engage with Maridea Insurance in order to be/remain a Client with Maridea.

#### Maridea Tax & Business Services, LLC

The Adviser is affiliated through common ownership and control with Maridea Tax & Business Services, LLC (“MTBS”). MTBS is a provider of tax preparation, business, and related consulting services. When deemed to be in the Client’s best interest, the Adviser may recommend MTBS for their tax and other business related needs. Likewise, MTBS may recommend its Clients to the Adviser for investment advisory services. Due to the affiliation between Maridea and MTBS, owners and management have a financial incentive to recommend MTBS to advisory clients and advisory services of the Adviser to MTBS clients. Clients are under no obligation to engage MTBS for tax, business, and other related services to become or remain a client of the Adviser. Similarly, clients of MTBS are under no obligation to engage the Adviser for investment advisory services.

#### Gagni Asset Management LLC

Maridea also controls Gagni Asset Management LLC (“Gagni Wealth Management LLC”) (CRD# 169527), a Registered Investment Adviser (“RIA”) in the State of Texas. Gagni Wealth Management LLC primarily advises individuals and high net worth individuals. Gagni Wealth Management LLC may provide investment advisory services to clients of Maridea. In such instances, Gagni Wealth Management LLC provides each client with all relevant disclosures regarding Gagni Wealth Management LLC. Certain persons associated with Gagni Wealth Management LLC are also associated persons of Maridea. Maridea’s affiliation with Gagni Wealth Management LLC results in certain conflicts of interest, as the firms may be interested to refer business to each other to increase the advisory fees received by their affiliated advisory firms. However, prior to recommending that a client work with Gagni Wealth Management LLC, the Adviser is required to evaluate and determine that such recommendation aligns with the Client’s investment need and objectives.

#### Chief Financial Officer Services

In addition to investment advisory services, Maridea also provides Chief Financial Officer (“CFO”) services for businesses and small businesses. Maridea’s CFO services is a comprehensive approach that includes a combination of financial forecasting, operational turnaround, capital fundraising, merger & acquisition advisory, and succession planning. Maridea charges a fee for CFO services which is dependent on complexity of the services provided. Certain Clients of the Adviser may be offered CFO services. Fees for CFO services are separate and distinct from the investment advisory fees charged to Clients. Clients are not required to engage in CFO services in order to maintain a relationship with Maridea.

#### Broker-Dealer Affiliation

As noted in Item 5.E, certain Advisory Persons are also registered representatives of PCS. In an Advisory Person’s separate capacity as a registered representative, the Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions, this causes a conflict of interest. To mitigate this conflict Clients always have the right to choose whether to implement any

recommendation provided by an Advisory Person of Maridea, with any broker-dealer. The Adviser ensures that the implementation of recommendations to the Client is done in the best interest of the Client. In addition, neither Maridea nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Under supervision by PCS, PCS may have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure.

#### Sub-Adviser and Outsourced Service Provider Relationships

The Adviser may engage unaffiliated or affiliated third-party investment managers ("Sub-Advisers") and outsourced service providers to assist with trading, rebalancing, model delivery, reporting, billing, or other operational functions. These firms may provide the Adviser with operational, technological, administrative, or workflow benefits at no additional cost to the Adviser. These benefits create a potential conflict of interest because the Adviser may be incentivized to select or retain such firms based on the operational efficiencies they provide rather than exclusively on what is in the Client's best interest. To mitigate these conflicts, the Adviser conducts an initial and ongoing due-diligence review of each Sub-Adviser and service provider; evaluates investment strategies, fees, performance, and platform stability against reasonable alternatives; bases Sub-Adviser selection on the Client's stated objectives, restrictions, and suitability; receives no compensation from any Sub-Adviser for selecting or recommending them; discloses any additional fees charged by Sub-Advisers; and periodically reassesses whether each arrangement remains in the Client's best interest.

#### Insurance/Annuity Servicing Relationships

The Adviser may receive compensation from unaffiliated insurance or annuity intermediaries for administrative servicing support or Broker-of-Record servicing on legacy contracts. This compensation creates a potential conflict of interest because the Adviser may have an economic incentive to maintain certain contracts. To mitigate this conflict, the Adviser does not recommend insurance or annuity products based on servicing compensation; evaluates whether retaining or replacing a contract is in the Client's best interest; provides Clients with alternatives when applicable; bases advice on the Client's financial situation, tax profile, and investment objectives.

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

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#### **A. Code of Ethics**

Maridea has implemented a Code of Ethics (the "Code") that defines the Adviser's fiduciary commitment to each Client. This Code applies to all persons associated with Maridea ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Adviser's duties to each Client. Maridea and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Maridea'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 Adviser at (347) 289-5227.

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## **B. Personal Trading with Material Interest**

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

## **C. Personal Trading in Same Securities as Clients**

Maridea allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Adviser 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 Maridea requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Adviser 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 Maridea 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 Maridea, or any Supervised Person of Maridea, transact in any security to the detriment of any Client.

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

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

Where Maridea does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a custodian not recommended by Maridea. However, the Adviser may be limited in the services it can provide if the recommended Custodian is not engaged. Maridea 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. Maridea will generally recommend that Clients establish their account[s] at Interactive Brokers LLC ("IB"), Charles Schwab & Co., Inc. ("Schwab"), Pershing Adviser Solutions a division of Pershing, LLC ("Pershing"), Fidelity Clearing & Custody Solutions and related entities of Fidelity Investments, Inc. (collectively "Fidelity"), or AssetMark Brokerage, LLC ("AssetMark"), all are FINRA-registered broker-dealers and SIPC members (herein collectively the "Custodians"). IB or Schwab will serve as the Client's "qualified custodian". Maridea maintains an institutional relationship with the Custodians, whereby the Adviser receives economic benefits from the Custodians. Please see Item 14 below.

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

1. **Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an adviser enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. Maridea does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Adviser receives certain economic benefits from the Custodians. These services and benefits do not reduce or offset the custodial, trading, or account-level fees that Clients pay to any Custodian. Please see Item 14 below for additional information.

2. **Brokerage Referrals** - Maridea does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. **Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Maridea will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Adviser will not engage in any principal transactions (i.e., trade of any security from or to the Adviser's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Maridea will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

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

Trading Authority of Sub-Advisers — Sub-Advisers may direct brokerage and aggregate trades where permitted; directed brokerage may limit best execution and aggregation.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

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

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Maridea 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 Adviser may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## **Item 14 – Client Referrals and Other Compensation**

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### **A. Compensation Received by Maridea**

Maridea is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Maridea does not receive commissions but may receive reimbursements from product sponsors, broker-dealers or any un-related third party for items such as shared events, venues, and travel to custodial events. Maridea 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, Maridea may receive non-compensated referrals of new Clients from various third-parties.

### **Participation in Institutional Adviser Platform – Interactive Brokers**

Maridea has established an institutional relationship with IB to assist the Adviser in managing Client account[s]. Access to IB's Institutional platform is provided at no charge to the Adviser. The Adviser receives access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at IB. The software and related systems support may benefit the Adviser, but not its Clients directly. In fulfilling its duties to its Clients, the Adviser endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of

economic benefits from the Custodian creates a potential conflict of interest since these benefits may influence the Adviser's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

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

#### **Participation in Institutional Adviser Platform - Schwab**

Maridea has established an institutional relationship with Schwab through its "Schwab Adviser Services" unit, a division of Schwab dedicated to serving independent advisory firms like Maridea. As a registered investment adviser participating on the Schwab Adviser Services platform, Maridea receives access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Adviser Services benefit the Adviser and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Adviser 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 Adviser's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Adviser 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 Adviser 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 provides participating advisors with access to technology, research, discounts and other services. In addition, the Adviser receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Adviser in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Adviser* – Schwab also offers other services to Maridea that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Adviser to recommend Schwab, which results in a potential conflict of interest.

#### **Participation in the Institutional Adviser Platform - Pershing**

Maridea has established an institutional relationship with Pershing to assist the Adviser in managing Client account[s]. Access to the Pershing platform is provided at no charge to the Adviser. The Adviser receives

access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Adviser but not its Clients directly. The Adviser endeavors at all times to put the interests of its Clients first in fulfilling its duties to its Clients. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Adviser's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

#### **Participation in Institutional Advisor Platform - Fidelity**

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

#### **Participation in Institutional Advisor Platform – AssetMark**

Maridea has established institutional relationships with AssetMark to assist the Adviser in managing Client account[s]. Access to the AssetMark platform is provided at no charge to the Adviser. The Adviser receives access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at AssetMark. The software and related systems support may benefit the Adviser but not its Clients directly. The Adviser endeavors at all times to put the interests of its Clients first in fulfilling its duties to its Clients. Clients should be aware, however, that the receipt of economic benefits from Custodians creates a conflict of interest since these benefits may influence the Adviser's recommendation of this Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Adviser will receive the following benefits from AssetMark: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading, which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

#### **Compensation Related to Insurance or Annuity Servicing**

For certain legacy or existing insurance or annuity contracts, the Adviser may receive compensation from an unaffiliated insurance intermediary or broker dealer for administrative or servicing activities related to those contracts. This compensation is separate from and in addition to the Adviser's advisory fees and may create a conflict of interest, as the Adviser has an incentive to recommend or maintain such contracts. Clients are under no obligation to maintain or place their insurance or annuity products with any particular firm.

## **B. Compensation for Client Referrals**

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

### **Item 15 – Custody**

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Maridea is authorized to deduct its fees from the Client's account[s] at the Custodian. The Client must place all assets with a "qualified custodian." The Client is required to engage the Custodian to retain all funds and securities and direct Maridea to utilize that Custodian for securities transactions in the account[s]. The Client should review statements provided by the Custodian, 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 Maridea the authority to move money from one account to another account, Maridea may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and Maridea have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

### **Item 16 – Investment Discretion**

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Maridea generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Maridea. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Maridea will be in accordance with each Client's investment objectives and goals.

### **Item 17 – Voting Client Securities**

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Maridea does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Adviser will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting. However, for accounts managed by certain Sub-Advisers, proxy voting may be assumed by the Sub-Adviser unless the client elects otherwise.

### **Item 18 – Financial Information**

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Neither Maridea, nor its management, have any adverse financial situations that would reasonably impair the ability of Maridea to meet all obligations to its Clients. Neither Maridea, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Maridea is not required to deliver a

balance sheet along with this Disclosure Brochure as the Adviser does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future.