Integrated Wealth Concepts LLC
(also d/b/a Integrated Partners, Integrated Financial Partners and Integrated Family Office and other d/b/a names)

Form ADV Part 2A – Disclosure Brochure

Effective: July 27, 2026

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Integrated Wealth Concepts LLC (also d/b/a Integrated Partners and herein "Integrated" or the "Advisor"). If you have any questions about the contents of this Disclosure Brochure, please contact us at (781) 890-3045.

Integrated 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 through Integrated to assist you in determining whether to retain the Advisor.

Additional information about Integrated and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching for our firm name or our CRD# 284656.

Integrated Partners
200 5th Avenue, 4th Floor, Waltham, MA 02451
Phone: (781) 890-3045 * Fax: (781) 890-5624
http://www.integrated-partners.com

Item 2 – Material Changes

Integrated believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Integrated encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

Integrated's last Annual Updating Amendment to this Brochure is dated March 27, 2025. Under SEC Rules, we are obligated to report to you material changes made in the Annual Updating Amendment or when otherwise incorporated into this Disclosure Brochure. This update contains only immaterial changes to this Disclosure Brochure.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually or more frequently if a material change occurs in the business practices of Integrated that necessitate disclosure to Clients.

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 our firm name or our CRD# 284656. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (781) 890-3045.

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Item 4 – Advisory Services

A. Firm Information

Integrated Wealth Concepts LLC (also d/b/a Integrated Financial Partners, Integrated Partners and herein "Integrated" or the "Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). Integrated is organized as a Limited Liability Company ("LLC") under the laws of the Commonwealth of Massachusetts. Integrated was founded in July 2016 and is owned and operated by Paul Saganey.

Our firm offers services through our network of investment advisor representatives ("Advisory Persons", "Financial Advisors"). Financial Advisors may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. These business names have been adopted by Integrated as d/b/a names under which we provide advisory services. The Client should understand that the businesses are legal entities of the Financial Advisor and not of Integrated. The Financial Advisors are under the supervision of our firm, and the advisory services of the Financial Advisor are provided through Integrated. Integrated provides notice of all of its d/b/a names online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284656. When using d/b/a names, Integrated may not always provide reference to the legal name of the company, Integrated Wealth Concepts. Regardless, when used to refer to the company, the use of a d/b/a name is intended as a pseudonym for our legal company name of Integrated Wealth Concepts. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Integrated.

The Advisor serves as a fiduciary to Clients, as defined under 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. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see "Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading."

B. Advisory Services Offered

Integrated offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans (each referred to as a "Client"). These services generally fall into four categories – Investment Management Services, Financial Planning and Consulting Services, Family Office Services and Retirement Plan Advisory Services.

Investment Management Services

Integrated provides customized wealth management solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Integrated works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. Integrated will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

Integrated's services are provided through independent financial advisors. This is distinguished from some other registered investment advisors that mandate that clients invest only in company-sponsored investment programs. Integrated believes strongly in the flexibility it provides to its independent financial advisors. To the extent that independent financial advisors employ Integrated-sponsored investment programs in client accounts, it is because the independent financial advisor deems the investment program to be suitable for the client and not because of any requirement to do so from Integrated.

Integrated provides investment advisory services and portfolio management services. It does not provide securities custodial services. At no time will Integrated accept or maintain custody of a Client's funds or securities, except for authorized deduction of the Advisor's fees or as a result of a client's implementation of a standing letter of authorization. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client investment advisory agreement. Please see Item 12 – Brokerage Practices.
Below is a description of the various investment management services provided by the Advisor.

Internal Investment Management

Integrated customizes its investment management services for its Clients. Portfolios are primarily constructed using mutual funds, exchange-traded funds ("ETFs"), individual stocks and fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client.

Integrated generally employs a long-term investment approach for Clients, but may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Integrated 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.

The specific advisory program selected by the Client will cost the client more or less than purchasing program services separately. Factors that bear upon the cost of a particular advisory program in relation to the cost of the same services purchased separately include, but may not be limited to, the type and size of the account, the historical or expected size or number of trades for the account, the types of securities and strategies involved, and the number and range of supplementary advisory and client-related services provided to the account.

Integrated may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Integrated 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. Integrated 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 Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

The following paragraphs contain important conflicts of interest to consider. With respect to certain types of accounts, Clients do not pay any transaction charges. Clients should be aware that Integrated is responsible for transaction charges to its custodians for those accounts. The transaction charges paid by Integrated vary based on the type of transaction (e.g., mutual fund, equity or ETF) and for mutual funds based potentially on whether or not the mutual fund pays 12b-1fees (fees paid by the mutual fund to distributors of the funds to cover the cost of distribution and/or shareholder services) and/or recordkeeping fees to the custodian. While Integrated does not participate in these fees, clients should understand that the transaction charges to be incurred by Integrated may be a factor that Integrated considers when deciding which securities to select and how frequently to place transactions in these accounts.

Solicitor Based Third Party Asset Manager Programs

For approriate clients, Integrated recommends that all or a portion of a Client's portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (herein the "Third Party Asset Managers" or "TPAMs"). The Client will be required to enter into one or more separate agreements with the TPAM[s] that provide for discretionary management by the TPAM of the investment platform.

Integrated serves as both a solicitor of accounts to the TPAM and as the Client's primary advisor and relationship manager and will oversee the account to ensure the TPAM is managing consistent with the selected investment strategy or strategies. However, the TPAM will assume discretionary authority for the day-to-day investment management of those assets placed in their control. Integrated will assist and advise the Client in establishing investment objectives for their account, the selection of the TPAM, and defining any restrictions on the account.

TPAM services generally begin with the financial advisor obtaining the necessary financial data from the Client to assist with setting an appropriate investment objective, determining the suitability of the program and in opening an account with the TPAM. Depending on the program, the financial advisor may also assist the client with selecting a model portfolio of securities designed and managed by either the TPAM or a selected portfolio management firm available through the TPAM responsible for providing discretionary asset management services. The TPAM or other third-party investment advisor is granted authority in its client agreement to purchase and sell securities on a discretionary basis pursuant to investment objective chosen by the Client. In doing so, the TPAM or other third-party investment advisor typically constructs various model investment portfolios that are managed according to

specific investment strategies associated with the respective models, and that are not generally customized for individual Clients (subject to the client's ability to request reasonable investment restrictions on investing in securities or other special accommodations that may be made). In addition to portfolio management services, the TPAM sponsor will also generally arrange for custody of client assets, trade execution, cashiering services, and such other services as outlined in their separate client agreement and Brochure.

Prior to entering into an agreement with a TPAM, the Client will be provided with each TPAM's Form ADV Part 2 - Disclosure Brochure, Form CRS as well as a disclosure statement that defines the relationship between Integrated and the TPAM. Integrated does not receive any compensation from these TPAMs or Investment Platforms, other than Integrated's investment advisory fee (described in "Item 5 – Fees and Compensation") which is set forth in the Client's investment monitoring agreement with Integrated.

Sub-Adviser Based Third Party Asset Management Programs

Integrated can enter into sub-advisory relationships in which it contracts with a TPAM to provide investment management services to a client account. In these cases, Integrated and the Sub-Adviser are jointly responsible for the ongoing management of the account. Your Advisor is responsible for assisting you with completing the investor profile questionnaire or any account opening documentation. While each TPAM may have a different name for their questionnaire, your responses will assist your Advisor with understanding your investment objectives, financial situation, risk tolerance, investment time horizon and other personal information. Based on the answers that you provide to your Advisor, he or she will assist you in determining which TPAM model or portfolio strategy is appropriate for you. As part of establishing a new account, you will receive both our disclosure brochure as well as the TPAM's disclosure brochure.

Since each TPAM is uniquely structured with different investment products, please ensure that you carefully review all documents provided to you on behalf of the TPAM. These include, but are not limited to:

- The TPAM's Form ADV Part 2 or Disclosure Brochure for specific program descriptions.
- The TPAM's Client Agreement as well as any other agreement entered into regarding a TPMM Program, for specific contractual terms (including fees, billing methods, administrative and other fees, etc.).
- Any additional disclosure or offering documents provided by the TPAM in connection with investment products.

Financial Planning and Consulting Services

Integrated provides a variety of financial planning and consulting services to individuals and families, pursuant to a written financial planning and consulting agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation. Financial planning is a separate service from the Advisor's investment management services. Clients have full discretion as to how they choose to implement the recommendations discussed in the financial plan.

Financial planning and consulting services 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. Integrated may also refer Clients to an accountant, attorney or other specialist as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of 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 months of contract date, assuming all information and documents requested are provided promptly.

Family Office Services

Integrated offers family office services to high-net worth and business owner clients. The services are tailored to the needs and complexities of the client pursuant to a written agreement. These services may include:

- Financial Planning Services;
- Business Planning;
- Wealth Management and Reporting;
- Legacy Planning;
- Lifestyle Management;
- Philanthropy; and
- Governance.

Retirement Plan Advisory Services

Integrated provides plan advisory services to company retirement plans (each a "Plan") and the sponsor of the Plan (herein the "Plan Sponsor"). Services are tailored to the size and complexity of the Plan and the needs of the Plan Sponsor and/or the participants in the Plan (each a "Plan Participant"), pursuant to the terms of the retirement plan advisory agreement. These services may include:

- Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management Services (Discretionary or Non-discretionary)
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Vendor Analysis and Benchmarking

Integrated may provide retirement plan advisory services on behalf of the Plan and Plan Sponsor on either a non-discretionary (under ERISA Section 3(21)) or a discretionary basis (under ERISA Section 3(38)). Further, the Advisor may also be engaged to provide investment management for the accounts of the Plan Participants.

Client Role and Obligations Relative to Integrated's Advisory Services

Integrated relies on forthright communication from its clients in order to provide them with investment services. It is imperative that clients be direct, honest and fulsome with their investment criteria, investment knowledge, holdings, goals, time horizon and other important factors. Clients are obliged to report changes in their financial situation, including the factors enumerated above, as soon as possible.

Important Disclosures Relating to Our Services

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services

To the extent requested by a client, Integrated may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Integrated does not serve as a law firm, accounting firm, or insurance agency, and no portion of Integrated's services should be construed as legal, accounting, or insurance implementation services. Accordingly, Integrated does not prepare estate planning documents, tax returns or sell insurance products.

To the extent requested by a client, Integrated may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agents, etc.). Clients are reminded that they are under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation made by Integrated or its representatives.

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If the client engages any unaffiliated recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional[s] (i.e. attorney, accountant, insurance agent, etc.), and not Integrated, shall be responsible for the quality and competency of the services provided.

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). Integrated does not provide rollover recommendations, however, upon client request, Integrated may provide education materials intended to assist a client determine whether they should engage in a rollover or not. No client is under any obligation to roll over retirement plan assets to an account managed by Integrated.

Unaffiliated Private Investment Funds

Integrated also provides investment advice regarding private investment funds. Integrated, on a non-discretionary basis, may recommend that certain qualified clients consider an investment in private investment funds, the description of which (the terms, conditions, risks, conflicts and fees, including incentive compensation) is set forth in the fund's offering documents. Integrated's role relative to unaffiliated private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become an unaffiliated private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Integrated calculating its investment advisory fee. Integrated's fee shall be in addition to the fund's fees. Integrated's clients are under absolutely no obligation to consider or make an investment in any private investment fund(s).

Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that the client is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

In the event that Integrated references private investment funds owned by the client on any supplemental account reports prepared by Integrated, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the fund sponsor. However, if subsequent to purchase, the fund has not provided an updated valuation, the valuation shall reflect the initial purchase price. If subsequent to purchase, the fund provides an updated valuation, then the statement will reflect that updated value. The updated value will continue to be reflected on the report until the fund provides a further updated value.

As result of the valuation process, if the valuation reflects initial purchase price or an updated value subsequent to purchase price, the current value(s) of an investor's fund holding(s) could be significantly more or less than the value reflected on the report. Unless otherwise indicated, Integrated shall calculate its fee based upon the latest value provided by the fund sponsor.

Cryptocurrency and Digital Assets

For clients who want exposure to cryptocurrencies, or digital assets, Integrated will advise the client to consider a potential investment in corresponding exchange traded securities, or an allocation to separate account managers and/or private funds that provide cryptocurrency exposure. Cryptocurrencies are digital assets that can be used for various purposes, including transactions, decentralized applications, and speculative investments. Most digital assets use blockchain technology, an advanced cryptographic digital ledger to secure transactions and validate asset ownership. Unlike conventional currencies issued and regulated by monetary authorities, cryptocurrencies generally operate without centralized control, and their value is determined by market supply and demand. While

regulatory oversight of digital assets has evolved significantly since their inception, they remain subject to variable regulatory treatment globally, which may impact their risk profile and liquidity. Cryptocurrency and digital asset investments are speculative and subject to extreme price volatility, liquidity constraints, and the potential for total loss of principal.

The speculative nature of digital assets notwithstanding, Integrated may (but is not obligated to) utilize crypto exposure in one or more of its asset allocation strategies for diversification purposes. Investment in cryptocurrencies or digital assets carry the potential for liquidity constraints, extreme price volatility, regulatory risk, technological risk, security and custody risk, and complete loss of principal.

Clients can notify Integrated, in writing, to exclude cryptocurrency exposure from their accounts. Absent Integrated's receipt of such written notice from the client, Integrated may utilize cryptocurrency as part of its asset allocation strategies for client accounts

Socially Responsible Investing Limitations

Socially Responsible Investing involves the incorporation of Environmental, Social and Governance ("ESG") considerations into the investment due diligence process. Integrated does not maintain or advocate an ESG investment strategy but will seek to employ ESG if directed by a client to do so. If implemented, Integrated shall rely upon 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.

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 Integrated), there can be no assurance that investment in ESG securities or funds will be profitable or prove successful.

Cash Positions

Integrated continues to treat cash as an asset class. As such, unless determined to the contrary by Integrated, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Integrated'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), Integrated 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, Integrated's advisory fee could exceed the interest paid by the client's money market fund.

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 Integrated 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 Integrated 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.

The above does not apply to the cash component maintained within an Integrated 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.

The client shall remain exclusively responsible for yield dispersion/cash balance decisions and corresponding transactions for cash balances maintained in any Integrated unmanaged accounts.

Portfolio Activity

Integrated has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Integrated 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, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Integrated determines that changes to a client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Client Obligations

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

Artificial Intelligence

Integrated may use certain Artificial Intelligence ("AI") tools in connection with its investment advisory services. Integrated has adopted an AI Policy that governs the appropriate use of AI tools to ensure that Integrated and its employees abide by their fiduciary duty and comply with all applicable regulations. AI tools are not used by Integrated as a substitute for professional judgment by Integrated or its employees, and all AI generated output is reviewed by Integrated for accuracy. All investment decisions and recommendations are made and approved by Integrated. The use of AI tools does not guarantee the accuracy of analyses or the success of any investment strategy. Clients should not assume that reliance on AI tools results in better performance or reduces risk. AI tools involve limitations and risks that Integrated monitors and manages. These risks include, but are not limited to, data security concerns, potential inaccuracies, and possible algorithmic biases. To mitigate these risks, Integrated has implemented controls such as pre-approval requirements for AI tools, restrictions on providing nonpublic personal information to public AI systems, vendor due diligence, review of AI-generated materials, and employee training on appropriate AI usage.

Cybersecurity Risk

The information technology systems and networks that Integrated and its third-party service providers use to provide services to Integrated's clients employ various controls that are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Integrated's operations and/or result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Integrated are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur financial losses and/or other adverse consequences. Although Integrated has established processes to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that Integrated 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

Integrated 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. Integrated 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.

Integrated 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. Integrated confirms that service providers maintain safeguards designed to protect client information from unauthorized access or use and provide notice to Integrated in the event of a cybersecurity incident involving client information maintained by the service provider. While Integrated maintains policies and procedures designed to protect client information, such measures cannot eliminate all risk. Integrated will notify clients in the event of a data breach involving their NPPI as may be required by applicable state and federal laws.

Disclosure Statement

Copies of Integrated's written Brochure and Client Relationship Summary as set forth on Part 2 of Form ADV and Form CRS, respectively, shall be provided to each client prior to, or contemporaneously with, the execution of the client service agreement.

C. Tailored Relationships

Integrated makes available, through its financial advisors, advisory services to meet most individual Client needs and objectives. It is the role of the financial advisor to meet with Clients and determine which option(s) are most suitable in assisting the Clients with meeting their investment needs. Certain programs available through Integrated may be utilized by multiple Clients that have similar time horizons, needs and objectives. Integrated offers Clients the ability to place restrictions on their advisory account(s). In general, the restrictions may include security type, specific securities, and cash balance requirement. Under certain situations a restriction may prevent Integrated from providing investment choices to meet a client's needs. In the event a restriction does impair Integrated's ability to manage a portfolio effectively the client engagement may be terminated under the terms of the contract.

D. Wrap Fee Programs

For some Clients, Integrated may include the securities transaction fees together with investment advisory fees to provide the Client with a single, bundled fee structure. This combination of fees is typically referred to as a "Wrap Fee Program." Integrated sponsors and is the investment manager of a wrap fee program called the Integrated Models. Additionally, Integrated is a sponsor of wrap fee programs developed and sponsored by its Custodians. Integrated's Wrap Fee Program Brochure is included as Appendix 1 to this Disclosure Brochure solely to discuss the fees and potential conflicts associated with a bundled fee, the Integrated Models and the custodial wrap fee programs.

Participation in a wrap program can cost the client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in the Wrap Fee Program Brochure. Because wrap program transaction fees and/or commissions are paid by Integrated to the account custodian, Integrated has an economic incentive to maximize its compensation by seeking to minimize the number of transaction fee trades in a client's wrap fee account.

E. Assets Under Management

As of June 30, 2026, Integrated managed approximately $23,576,950,000 in assets, all of which are advised 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 shall sign one or more agreements that detail the responsibilities of Integrated and the Client.

A. Fees for Advisory Services

Investment Advisory Services

Asset based investment advisory fees are paid in advance or arrears, typically on a quarterly basis. Whether the fees are paid in advance or arrears depends on the agreement between the client and the advisor, subject to the Custodian's limitations and/or the terms of the investment advisory agreement. Asset based investment advisory fees are charged at an annual rate ranging from negotiable up to 2.25% depending on several factors, including the overall the size of the relationship, the inclusion/exclusion of transaction fees and/or the complexity of the services to be provided. Fees are typically based on the fair market value of portfolio assets under management in the Account[s] through the calculation period (average daily balance) or upon the end of the calculation period (end of period balance), but may at times be offered as a fixed quarterly fee.

The fee is negotiated between the client and the advisor. Integrated does not maintain a static fee schedule – meaning that all advisory fees are customized to the individual needs of the client and the advisor. Some of Integrated's advisors may adhere to a static fee schedule for their own clients within the Company's stated asset based advisory fee range. The asset-based investment advisory fee in the first quarter of service is prorated from the inception date of the Client's account[s] to the end of the first quarter. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Integrated will be independently valued by the Custodian (as discussed in Item 12). Integrated will not have the authority or responsibility to value portfolio securities.

Fee Differentials

As discussed above, Integrated's advisors may price the advisory services they provide based upon various objective and subjective factors. As a result, clients could pay diverse fees based upon the type, amount and market value of their assets, the anticipated complexity of the engagement, the anticipated level and scope of the overall investment advisory and consulting services to be rendered. Additional factors effecting pricing can include related accounts, employee accounts, competition, and negotiations.

As a result of these objective and subjective factors, similarly situated clients could pay diverse fees, and the services to be provided by Integrated to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

Clients may make additions to and withdrawals from their accounts at any time, subject to Integrated's right to terminate an account. Additions may be in cash or securities provided that Integrated reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's accounts. Clients may withdraw account assets on notice to Integrated, subject to the usual and customary securities settlement procedures. However, Integrated designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. Integrated may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e., contingent deferred sales charge) and/or tax ramifications.

Unless engaged on a wrap fee basis, Integrated's fees are exclusive of brokerage commissions and transaction fees. Whether engaged on a wrap fee or non-wrap fee basis, Integrated's fees are exclusive of markups, markdowns, and other related costs and expenses which shall be incurred by the client. Clients will incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial

fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to Integrated's fees. Integrated does not receive any part of these fees.

Third Party Asset Manager Services

For Client accounts implemented through a TPAM, the Client's overall fees will often include Integrated's asset-based investment advisory fee (as noted above) plus advisory fees and/or platform fees charged by the TPAM, as applicable. The TPAM assumes responsibility for calculating the Client's fees and deducts all fees from the Client's accounts. In such instances, Integrated will not charge its fee separately on those assets. The TPAM will deduct its advisory fees and/or platform fees and Integrated's asset-based investment advisory fee on an arrears or advance basis, depending on the billing practices of the TPAM.

There are other fees and charges imposed by third parties that apply to investments in accounts managed by a TPAM. Some of these fees and charges are described below and should be outlined in the TPAM's Brochure. The client will be charged commissions, markups, markdowns, or transaction charges by the broker-dealer who executes transactions in the account. There also are custodial related fees imposed by the custodian of assets for the program account. These additional fees and charges will be set out in the TPAM's Brochure and the agreements executed by the client at the time the account is opened.

There are other fees and charges imposed by third parties that apply to investments in TPAM-managed accounts. Some of these fees and charges are described below and should be outlined in the TPAM's Brochure. The client will be charged commissions, markups, markdowns, or transaction charges by the broker-dealer who executes transactions in the account. There also are custodial-related fees imposed by the custodian of assets for the program account. These additional fees and charges will be set out in the TPAM's Brochure and the agreements executed by the client at the time the account is opened.

If assets are invested in mutual funds, ETFs or other pooled funds, there are two layers of advisory fees and expenses for those assets. Client will pay an advisory fee to the fund manager and other expenses as a shareholder of the fund. The client will also pay the TPAM advisory fee with respect to those assets. The mutual funds and ETFs available in the programs often may be purchased directly. Therefore, clients will avoid the second layer of fees by not using the advisory services of the TPAM and by making their own decisions regarding the investment.

A mutual fund in a TPAM managed account may pay an asset-based sales charge or service fee (e.g., 12b-1 fee) that is paid to the broker-dealer on the account. Integrated and its financial advisors are not paid these fees.

If client transfers into a TPAM-managed account a previously purchased mutual fund, and there is an applicable contingent deferred sales charge on the fund, client will pay that charge when the mutual fund is sold. If the account is invested in a mutual fund that charges a fee where a redemption is made within a specific time period after the investment, the client will be charged the redemption fee. If a mutual fund has a frequent trading policy, the policy can limit a client's transactions in shares of the fund (e.g., for rebalancing, liquidations, deposits, or tax harvesting).

If client holds a UIT in a TPAM-managed account, UIT sponsors charge creation and development fees or similar fees.

If the TPAM-managed account is invested in a wrap fee program, clients should understand that the wrap fee may cost the client more than purchasing the program services separately. Factors that bear upon the cost of the account in relation to the cost of the same services purchased separately include the:

- type and size of the account;
- types of securities in the account;
- historical and or expected size or number of trades for the account; and
- number and range of supplementary advisory and client-related services provided to the client.

The investment products and services available to be purchased in the TPAM's program can be purchased by clients outside of the TPAM's program through Integrated or through broker-dealers or other registered investment advisers not affiliated Integrated or the TPAM.

Clients should be aware that securities transferred into an account may have been subject to a commission or sales load when the security was originally purchased. After transfer into an advisory account, client should understand that an advisory fee will be charged based on the total assets in the account, including the transferred security. When transferring securities into an account, client should consider and speak to the financial advisor about whether:

- a commission was previously paid on the security;
- the client wishes for the security to be managed as part of the account and be subject to an advisory fee; or
- the client wishes to hold the security in a brokerage account that is not managed and not subject to an advisory fee.

Family Office Services

Family office services clients will enter into a fixed fee engagement billed monthly or annually depending on the arrangement between the Advisor and the Client. Fees are determined in considering the nature and complexity of the services to be provided.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Asset-based investment advisory fees may be a component of the family office services. These services are provided as described in Item 5, Investment Advisory Services discussed above.

Financial Planning Services

Integrated offers financial planning services on either an hourly basis or as a fixed engagement fee. Fixed fee engagements are negotiated based on the expected number of hours to complete the engagement at the negotiated hourly rate. Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. An estimate for total hours and/or costs will be provided to the Client prior to engaging for these services.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, in advance or arrears in each calendar quarter, pursuant to the terms of the retirement plan advisory agreement and the billing practices of the account custodian. Fees are typically based on the fair market value of plan assets under management through the calculation period (average daily balance) or upon the end of the calculation period (end of period balance), but may at times be offered as a fixed quarterly fee. Fees are negotiable and depend on the size and complexity of the plan.

Retirement plan accounts custodied directly with a third party, such as a mutual fund company or insurance carrier shall be billed according to the billing practices of the third party as set forth in the third party's Brochure.

B. Fee Billing

Investment Advisory Services

Investment advisory fees that are based on the asset under management in the account are calculated by Integrated or the Custodian and deducted from the Client's account[s]. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client's account[s] for each billing period and pay the investment advisory fee[s] to the Advisor. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Integrated at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting Integrated to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Investment advisory fees that are quoted as a flat fee for annual service are agreed to in writing by the Advisor and the Client. The amount due is either paid by Check or, with written authorization from the Client, is deducted from the accounts held by the Custodian.

Third Party Asset Managers

Client accounts implemented through TPAMs will be billed in accordance with the separate agreement[s] with the respective parties. These parties will typically add Integrated's investment advisory fee and deduct the overall fee from the Client's accounts.

Financial Planning and Consulting Services

Financial planning fees are invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Certain Clients may have their planning fees included with their overall investment advisory fees.

Family Office Services

Fee-based family office services are invoiced monthly or biannually, as agreed to by the Advisor and the individual client.

Retirement Plan Advisory Services

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.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Integrated, in connection with investments made on behalf of the Client's accounts. Integrated may include securities transactions costs as part of its overall advisory fees. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure. The inclusion of securities transaction fees into a single bundled fee may cost the Client more or less than if paid separately.

In addition, all fees paid to Integrated 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. The Client should review both the fees charged by the fund[s] and the fees charged by Integrated to fully understand the total fees to be paid.

In most cases, multiple share classes of the same mutual fund are available for purchase. Some share classes of a fund charge higher internal expenses, whereas other share classes of a fund charge lower internal expenses. Institutional and advisory share classes typically have lower expense ratios and are less costly for a client to hold

than Class A shares and other share classes that may be eligible for purchase in an advisory account. Mutual funds that offer institutional share classes, advisory share classes, and other share classes with lower expense ratios are available to investors who meet specific eligibility requirements that are described in the mutual fund's prospectus or its statement of additional information. These eligibility requirements include, but may not be limited to, investments meeting certain minimum dollar amounts and accounts that the fund considers qualified fee-based programs. It is also possible that the lowest cost mutual fund share class for a particular fund may not be offered through Integrated's custodians or available for purchase within specific types of accounts. Clients should not assume that they will be invested in the share class with the lowest possible expense ratio or cost.

Integrated urges clients to discuss with their financial advisor whether lower-cost share classes are available and appropriate given their expected holding period, amount invested, trading frequency, the amount of the advisory fee charged, whether the client will pay transaction charges for fund purchases and sales, whether clients will pay higher internal fund expenses in lieu of transaction charges that could adversely affect long-term performance, and relevant tax considerations. An advisor may recommend, select, or continue to hold a fund share class that charges clients higher internal expenses than other available share classes for the same fund.

Some mutual funds are "no transaction-fee" ("NTF") funds that do not assess transaction charges. Most NTF funds have higher internal expenses than funds that do not participate in an NTF program. These higher internal fund expenses are assessed to investors who purchase or hold NTF funds. Depending upon the frequency of trading and hold periods, NTF funds may cost you more, or may cost Integrated or your financial advisor less, than mutual funds that assess transaction charges but have lower internal expenses. In addition, the higher internal expenses charged to clients who hold NTF funds will adversely affect the long-term performance of a client's account when compared to share classes of the same fund that assess lower internal expenses.

For those advisory programs that assess transaction charges to clients or to Integrated, a conflict of interest exists because Integrated has a financial incentive to recommend or select NTF funds that do not assess transaction charges but cost you more in internal expenses than funds that do assess transaction charges but cost you less in internal expenses.

In addition to reading this Brochure carefully, further information regarding fees and charges assessed by a mutual fund is available in the appropriate mutual fund prospectus.

D. Advance Payment of Fees and Termination

Investment Advisory Services

Integrated is compensated for its investment advisory services in advance or arrears of the quarter in which investment advisory services are rendered. Whether the compensation is paid in advance or arears is dependent on the billing practices of the Custodian. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination and the Advisor will refund any unearned prepaid fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Third-Party Asset Managers

In the event that a Client should wish to terminate their relationship with a TPAM, the terms for termination will be set forth in the respective agreements between the Client and those third parties. Integrated will assist the Client with the termination and transition as appropriate.

Financial Planning Services

Integrated may be partially compensated for its financial planning services in advance of the engagement (Please see "Item 5 B. – Fees and Compensation" above). Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for planning fees based on the hours incurred or in the event of a fixed fee, the percentage of the engagement completed. Upon termination, the Advisor will refund any unearned, prepaid fees.

Family Office Services

Integrated is compensated for family offices services through either a fixed fee or an asset-based fee. It may be partially compensated for its family office services in advance the engagement (Please see "Item 5 – Fees and Compensation" above). Either party may terminate the family office services agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for family office services fees based on: (i) in the event of a fixed fee, the percentage of the engagement completed; or (ii) in the event of an asset-based advisory fee, for the period that the services are rendered. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's family office services agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

Integrated is compensated for its services in advance or arrears of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement[s] with the Advisor is non-transferable without the Client's written approval.

E. Compensation for Sales of Securities and Insurance

Many Advisory Persons of Integrated are also registered representatives of securities broker-dealers that are members of the Financial Industry Regulatory Authority, and of the Securities Investor Protection Corporation. In one's separate capacity as a registered representative of a broker-dealer, an Advisory Person may implement securities transactions under the broker-dealer and not through Integrated. 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 Integrated's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. We mitigate this conflict in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Second, for a period of time after the date of purchase of an investment for which the client paid a commission to an Integrated Advisory Person in the Advisory Person's separate "registered representative" capacity, Integrated will not include that asset in any asset based advisory fee calculation. Please see "Item 10 - Other Financial Industry Activities and Affiliations".

Many Advisory Persons are also be licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on the Client's needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Some Financial advisors are provided with compensation upon joining Integrated. This compensation can take the form of waived fees or income provided on a forgivable or repayable basis under the terms of a promissory note. This compensation is intended to assist the individual with transitioning their accounts and client relationships to Integrated and/or to provide income for the financial advisor during a period of time when his or her income-making capacity is impacted by the account transition process. This creates a conflict of interest inasmuch as it provides an incentive for the financial advisor to transition accounts and client relationships to Integrated.

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

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

Integrated does not manage any proprietary investment funds or limited partnerships (for example, a hedge fund or company-funded investment account).

Item 7 – Types of Clients

Integrated offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Integrated generally does not impose a minimum size for establishing a relationship. However, smaller accounts may be subject to different investment selection and strategies. Further, TPAM[s] typically impose minimums on their investment strategies.

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

Integrated uses a variety of analysis methods, investment strategies and risk of loss when managing client assets.

A. Methods of Analysis

- Fundamental: Analysis of security values grounded in basic factors such as earnings, balance sheet variables, and management quality. Attempts to determine the true value of a security, and, if the market price of the stock deviates from this value, to take advance of the difference by acquiring or selling the stock. This analysis may involve investigating a firm's financial statements, visiting its managers, or examining how a particular industry is affected by changes in the economy.
- Tactical Analysis: The practice of using statistics to determine trends in security prices and make or recommend investment decisions based on those trends. Technical analysis does not attempt to determine the intrinsic value of securities, but instead focuses on matters such as trade volume, demand, and volatility.
- Technical Analysis: Analysis of past market movements and apply that analysis to the present conditions in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

B. Investment Strategies

Considering the methods of analysis employed in a particular client circumstance, the investment strategies employed by Integrated include but are not limited to the following.

- Long-term purchases: This strategy generally involves holding a security for at least a year and potentially longer.
- Short term purchases: This strategy generally involves holding a security for less than a year.
- Trading: This strategy generally involves selling securities within 30 days of purchasing.
- Margin transactions: This strategy involves using one's current holdings as collateral to buy additional securities. Clients must complete specific paperwork to allow for such trading to occur in their account(s).
- Option writing, including covered options, uncovered options or spreading strategies: Writing an option refers to the act of selling an option. An option is the right, but not obligation, to buy or sell a particular trading instrument at a specified price, on or before its expiration. When someone writes an option, they must deliver to the buyer a specified number of shares if the option is exercised. The writer has an obligation to perform a duty while the buyer has the option to act. In the case of writing covered options the writer owns the security in advance of having to deliver should the buyer exercise the option. In the case of writing an uncovered option the seller does not own the security and would be subject to additional market risk should the option be executed. Spread strategies involve multiple options trading. Clients must complete additional documents in order to qualify for option trading.

- Tax abatement strategies: Customized investment advisory services structuring and maintaining portfolios of financial assets, appropriate to the specific client needs and objectives, and consistent with an assumed universal desire to minimize taxes.

Integrated generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Integrated will typically hold 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, Integrated 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.

C. 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. Integrated 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. It is important to understand that no methodology or investment strategy is guaranteed to be successful or profitable. There are risks inherent in each method of analysis and investment strategy, including those listed above.

For example, a risk of any method of analysis that considers past performance as a predictor of future performance is that past performance is no guarantee of future results. Some methods of analysis, such as fundamental analysis, focus on identifying the value of the company, without considering external factors such as market movements. Failure to consider external factors presents a potential risk, as the price of a security may be impacted by the overall market, regardless of the economic and financial factors considered in evaluating the specific stock.

Other methods of analysis, such as technical analysis, evaluate external factors, but do not consider the underlying financial condition of a company. Failure to consider a company's underlying value presents a risk that a poorly managed or financially unsound company may under-perform regardless of positive market movements.

Most methods of analysis require your financial advisor to make one or more assumptions or subjective judgments. If any of the assumptions or judgments are incorrect or are not realized, then the analysis may be inaccurate. Finally, all of the methods of analysis described above rely on the assumption that all publicly available sources of information are accurate, and that the analysis is not compromised by inaccurate or misleading information.

In addition, 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. 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.

A risk of investing with a TPAM who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as Integrated does not control the underlying investments in a TPAM's portfolio, there is also a risk that a manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for clients. Moreover, as Integrated does not control the TPAM's daily business and compliance operations, Integrated may not be aware of any lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Described below are some risks associated with investing in general and with some types of investments that Integrated can recommend depending on the service provided.

- Long term purchases. General risk involved is opportunity risk. Opportunity risk is whereby investing in one security you lose the potential to invest in something that may perform better in a shorter period.
- Short term purchases. When utilizing short-term purchasing as a strategy the risk is that one may miss out on the long-term performance of a security. Additionally, there may be additional costs involved with this strategy that may hurt overall performance of the client portfolio.
- Trading: Frequent trading may impact a portfolio's performance through increased costs associated with the amount of activity occurring in the client account.
- Margin Transactions. The major risks involving the use of margin transactions include market and interest rate risks. There are specific margin requirements set by the Federal Reserve and custodian. Generally, clients with approved margin can use 50% of their holdings. Clients must then maintain a maintenance margin. This is a percentage of the current market value of the securities in the account. If this percentage falls below 25%, clients will be required to either deposit additional funds or sell off securities to meet the requirement. The interest rate risk comes into play on the funds being borrowed. If interest rates increase, so will the cost associated with borrowing the funds to make the additional purchases. In the event a client does not meet their margin requirements, firms can sell off securities without contacting the client.
- Market Risk. This is the risk that the value of securities owned by an investor may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries.
- Interest Rate Risk. This is the risk that fixed income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.
- Credit Risk. This is the risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.
- Issuer-Specific Risk. This is the risk that the value of an individual security or particular type of security can be more volatile than the market as a whole and can perform differently from the value of the market as a whole.
- Investment Company Risk. To the extent a client account invests in ETFs or other investment companies, its performance will be affected by the performance of those other investment companies. Investments in ETFs and other investment companies are subject to the risks of the investment companies' investments, as well as to the investment companies' expenses. If a client account invests in other investment companies, the client account may receive distributions of taxable gains from portfolio transactions by that investment company and may recognize taxable gains from transactions in shares of that investment company, which would be taxable when distributed.
- Concentration Risk. To the extent a client account concentrates its investments by investing a significant portion of its assets in the securities of a single issuer, industry, sector, country or region, the overall adverse impact on the client of adverse developments in the business of such issuer, such industry or such government could be considerably greater than if they did not concentrate their investments to such an extent.
- Sector Risk. To the extent a client account invests more heavily in particular sectors, industries, or sub-sectors of the market, its performance will be especially sensitive to developments that significantly affect those sectors, industries, or sub- sectors. An individual sector, industry, or sub-sector of the market may be more volatile, and may perform differently, than the broader market. The several industries that constitute a sector may all react in the same way to economic, political, or regulatory events. A client account's performance could be affected if the sectors, industries, or sub-sectors do not perform as expected. Alternatively, the lack of exposure to one or more sectors or industries may adversely affect performance.
- Alternative Strategy Mutual Funds. Certain mutual funds invest primarily in alternative investments and/or strategies. Investing in alternative investments and/or strategies may not be suitable for all investors and involves special risks, such as risks associated with commodities, real estate, leverage, selling securities short, the use of derivatives, potential adverse market forces, regulatory changes and potential illiquidity. There are special risks associated with mutual funds that invest principally in real estate securities, such as sensitivity to changes in real estate values and interest rates and price volatility because of the fund's concentration in the real estate industry. These types of funds tend to have higher expense ratios than more traditional mutual funds. They also tend to be newer and have less of a track record or performance

history.

- Closed-End/Interval Funds. Interval Funds/Risks and Limitations. Where appropriate, Integrated may utilize interval funds (and other types of securities that could pose additional risks, including lack of liquidity and restrictions on withdrawals). An interval fund is a non-traditional type of closed-end mutual fund that periodically offers to buy back a percentage of outstanding shares from shareholders. Investments in an interval fund involve additional risk, including lack of liquidity and restrictions on withdrawals. During any time periods outside of the specified repurchase offer window(s), investors will be unable to sell their shares of the interval fund. There is no assurance that an investor will be able to tender shares when or in the amount desired. There can also be situations where an interval fund has a limited amount of capacity to repurchase shares and may not be able to fulfill all purchase orders. In addition, the eventual sale price for the interval fund could be less than the interval fund value on the date that the sale was requested. While an internal fund periodically offers to repurchase a portion of its securities, there is no guarantee that investors may sell their shares at any given time or in the desired amount. As interval funds can expose investors to liquidity risk, investors should consider interval fund shares to be an illiquid investment. Typically, the interval funds are not listed on any securities exchange and are not publicly traded. Therefore, there is no secondary market for the fund's shares. Because these types of investments involve certain additional risk, these funds will only be utilized when consistent with a client's investment objectives, individual situation, suitability, tolerance for risk and liquidity needs. Investment should be avoided where an investor has a short-term investing horizon and/or cannot bear the loss of some, or all, of the investment. There can be no assurance that an interval fund investment will prove profitable or successful. In light of these enhanced risks, a client may direct Integrated, in writing, not to purchase interval funds for the client's account.
- Exchange-Traded Funds (ETFs). ETFs are typically investment companies that are legally classified as open-end mutual funds or UITs. However, they differ from traditional mutual funds, in particular, in that ETF shares are listed on a securities exchange. Shares can be bought and sold throughout the trading day like shares of other publicly traded companies. ETF shares may trade at a discount or premium to their net asset value. This difference between the bid price and the ask price is often referred to as the "spread." The spread varies over time based on the ETF's trading volume and market liquidity and is generally lower if the ETF has a lot of trading volume and market liquidity and higher if the ETF has little trading volume and market liquidity. Although many ETFs are registered as an investment company under the Investment Company Act of 1940 like traditional mutual funds, some ETFs, in particular those that invest in commodities, are not registered as an investment company. ETFs may be closed and liquidated at the discretion of the issuing company.
- Exchange-Traded Notes (ETNs). An ETN is a senior unsecured debt obligation designed to track the total return of an underlying market index or other benchmark. ETNs may be linked to a variety of assets, for example, commodity futures, foreign currency, and equities. ETNs are similar to ETFs in that they are listed on an exchange and can typically be bought or sold throughout the trading day. However, an ETN is not a mutual fund and does not have a net asset value; the ETN trades at the prevailing market price. Some of the more common risks of an ETN are as follows: The repayment of the principal, interest (if any), and the payment of any returns at maturity or upon redemption are dependent upon the ETN issuer's ability to pay. In addition, the trading price of the ETN in the secondary market may be adversely impacted if the issuer's credit rating is downgraded. The index or asset class for performance replication in an ETN may or may not be concentrated in a specific sector, asset class or country and may therefore carry specific risks. ETNs may be closed and liquidated at the discretion of the issuing company.
- Leveraged and Inverse ETFs, ETNs and Mutual Funds. Leveraged ETFs, ETNs and mutual funds, sometimes labeled "ultra" or "2x" for example, are designed to provide a multiple of the underlying index's return, typically on a daily basis. Inverse products are designed to provide the opposite of the return of the underlying index, typically on a daily basis. These products are different from and can be riskier than traditional ETFs, ETNs and mutual funds. Although these products are designed to provide returns that generally correspond to the underlying index, they may not be able to exactly replicate the performance of the index because of fund expenses and other factors. This is referred to as tracking error. Continual re-setting of returns within the product may add to the underlying costs and increase the tracking error. As a result, this may prevent these products from achieving their investment objective. In addition, compounding of the returns can produce a divergence from the underlying index over time, in particular for leveraged products. In highly volatile markets with large positive and negative swings, return distortions may be magnified over time. Some deviations from the stated objectives, to the positive or negative, are possible

and may or may not correct themselves over time. To accomplish their objectives, these products use a range of strategies, including swaps, futures contracts and other derivatives. These products may not be diversified and can be based on commodities or currencies. These products may have higher expense ratios and be less tax-efficient than more traditional ETFs, ETNs and mutual funds.

- Options. Certain types of option trading are permitted in order to generate income or hedge a security held in the program account; namely, the selling (writing) of covered call options or the purchasing of put options on a security held in the program account. Client should be aware that the use of options involves additional risks. The risks of covered call writing include the potential for the market to rise sharply. In such case, the security may be called away and the program account will no longer hold the security. The risk of buying long puts is limited to the loss of the premium paid for the purchase of the put if the option is not exercised or otherwise sold by the program account.
- Structured Products. Structured products are securities derived from another asset, such as a security or a basket of securities, an index, a commodity, a debt issuance, or a foreign currency. Structured products frequently limit the upside participation in the reference asset. Structured products are senior unsecured debt of the issuing bank and subject to the credit risk associated with that issuer. This credit risk exists whether or not the investment held in the account offers principal protection. The creditworthiness of the issuer does not affect or enhance the likely performance of the investment other than the ability of the issuer to meet its obligations. Any payments due at maturity are dependent on the issuer's ability to pay. In addition, the trading price of the security in the secondary market, if there is one, may be adversely impacted if the issuer's credit rating is downgraded. Some structured products offer full protection of the principal invested, others offer only partial or no protection. Investors may be sacrificing a higher yield to obtain the principal guarantee. In addition, the principal guarantee relates to nominal principal and does not offer inflation protection. An investor in a structured product never has a claim on the underlying investment, whether a security, zero coupon bond, or option. There may be little or no secondary market for the securities and information regarding independent market pricing for the securities may be limited. This is true even if the product has a ticker symbol or has been approved for listing on an exchange. Tax treatment of structured products may be different from other investments held in the account (e.g., income may be taxed as ordinary income even though payment is not received until maturity). Structured CDs that are insured by the FDIC are subject to applicable FDIC limits.
- High-Yield Debt. High-yield debt is issued by companies or municipalities that do not qualify for "investment grade" ratings by one or more rating agencies. The below investment grade designation is based on the rating agency's opinion of an issuer that it has a greater risk to repay both principal and interest and a greater risk of default than those issuers rated investment grade. High yield debt carries greater risk than investment grade debt. There is the risk that the potential deterioration of an issuer's financial health and subsequent downgrade in its rating will result in a decline in market value or default. Because of the potential inability of an issuer to make interest and principal payments, an investor may receive back less than originally invested. There is also the risk that the bond's market value will decline as interest rates rise and that an investor will not be able to liquidate a bond before maturity.
- Hedge Funds and Managed Futures. Hedge and managed futures funds may be purchased by clients meeting certain qualification standards. Investing in these funds involves additional risks including, but not limited to, the risk of investment loss due to the use of leveraging and other speculative investment practices and the lack of liquidity and performance volatility. In addition, these funds are not required to provide periodic pricing or valuation information to investors and may involve complex tax structures and delays in distributing important tax information. Client should be aware that these funds are not liquid as there is no secondary trading market available. At the absolute discretion of the issuer of the fund, there may be certain repurchase offers made from time to time. However, there is no guarantee that client will be able to redeem the fund during the repurchase offer.
- Business Development Companies (BDCs). BDCs are typically closed-end investment companies. Some BDCs primarily invest in the corporate debt and equity of private companies and may offer attractive yields generated through high credit risk exposures amplified through leverage. As with other high-yield investments, such as floating-rate/leveraged loan funds, private real estate investment trusts ("REITs") and limited partnerships, investors are exposed to significant market, credit, and liquidity risks. In addition, fueled by the availability of low-cost financing, BDCs run the risk of over-leveraging their relatively illiquid portfolios. Due to the illiquid nature of non-traded BDCs, investors' exit opportunities may be limited only to periodic share repurchases by the BDC at high discounts.
- Variable Annuities. If client purchases a variable annuity that is part of the program, client will receive a

prospectus and should rely solely on the disclosure contained in the prospectus with respect to the terms and conditions of the variable annuity. Client should also be aware that certain riders purchased with a variable annuity may limit the investment options and the ability to manage the subaccounts. Additionally, the decision to liquidate an annuity prior to its maturity date may result in surrender charges and a complete loss of certain benefits for which significant fees may have previously paid to the annuity issuer.

- Company Stock. If company stock is available as an investment option to client in a retirement plan, and if client chooses to invest in company stock, client should understand the risks associated with holding company stock in a retirement plan. These risks may include, but are not necessarily limited to, lack of liquidity, over-dependency on client's employer, and less flexibility to change the allocation of plan assets. Client should pay careful consideration to the benefits of a diversified portfolio. Although diversification is not a guarantee against loss, it can be an effective strategy to help manage investment risk.

Borrowing Against Assets/Risks

A client who has a need to borrow money could determine to do so by using:

- Margin. The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money, and uses the assets in the client's brokerage account as collateral; and,
- Pledged Assets Loan. In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges investment assets held at the account custodian as collateral.

These above-described collateralized loans are generally utilized because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing account positions and incurring capital gains taxes. However, such loans are not without potential material risk to the client's investment assets. The lender (i.e., custodian, bank, etc.) will have recourse against the client's investment assets in the event of loan default or if the assets fall below a certain level. For this reason, Integrated does not recommend such borrowing unless it is for specific short-term purposes (i.e., a bridge loan to purchase a new residence). Integrated does not recommend such borrowing for investment purposes (i.e., to invest borrowed funds in the market). Regardless, if the client was to determine to utilize margin or a pledged assets loan, the following economic benefits would inure to Integrated:

- by taking the loan rather than liquidating assets in the client's account, Integrated continues to earn a fee on such Account assets; and,
- if the client invests any portion of the loan proceeds in an account to be managed by Integrated, Integrated will receive an advisory fee on the invested amount; and,
- if Integrated's advisory fee is based upon the higher margined account value, Integrated will earn a correspondingly higher advisory fee. This could provide Integrated with a disincentive to encourage the client to discontinue the use of margin.

The Client must accept the above risks and potential corresponding consequences associated with the use of margin or a pledged assets loan.

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 Integrated or any of its Management Persons. Integrated values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284656.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

Some Advisory Persons of Integrated are also registered representatives of a securities broker-dealer. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of Integrated. Neither Integrated 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. Additionally, Integrated does not receive any portion of the commissions or other compensation relating to the Advisory Person's recommendations in a broker-dealer capacity. Certain Advisory Persons may have received financial support from the broker-dealer in the transition of Client accounts to the broker-dealer. In an abundance of caution, we note that an affiliate of Integrated serves as a branch office of one broker-dealer, LPL Financial, and that affiliate recieves a portion of the commission paid by Clients for commission-based transactions. This causes a conflict of interest inasmuch as the compensation received by Integrated's affiliate could be higher than the advisory fees that would have been received if the investment were made in an advisory account. This conflict is mitigated by the financial advisors' fiduciary and best interest oblgations to assess account and investment options and to present the most suitable option to the Client.

As a function of LPL Financial's supervision of our advisors who are affiliated with LPL Financial and our affiliate's status as a branch office of LPL Financial, it may have access to certain confidential information of the Clients that do not establish accounts at LPL Financial, 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. If you would like a copy of LPL Finanical's privacy policy, please request one through your financial advisor or by e-mailing operations@ifpadvisor.com.

The individuals that are licensed as registered representatives of LPL Financial are subject to regulations that restrict them from conducting securities transactions away from LPL Financial without written authorization from LPL Financial. Clients should, therefore, be aware that for accounts where LPL Financial serves as the custodian, Integrated is limited to offering services and investment vehicles that are approved by LPL Financial, and may be prohibited from offering services and investment vehicles that may be available through other broker/dealers and custodians.

As a result of the facts that certain of Integrated's personnel are licensed with LPL Financial or of our agreements with LPL Financial it is responsible for supervising certain activities of Integrated to the extent Integrated manages assets at a broker/dealer and custodian other than LPL Financial. LPL Financial charges a fee for this oversight. This presents a conflict of interest in that Integrated has a financial incentive to recommend that you maintain your account with LPL Financial rather than another custodian in order to avoid the oversight fee. However, to the extent Integrated recommends you use LPL Financial for such services, it is because Integrated believes that it is in your best interest to do so based on the quality and pricing of the execution, benefits of an integrated platform for brokerage and advisory accounts, and other services provided by LPL Financial.

Insurance Agency Affiliations

Some Advisory Persons of Integrated serve as licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with Integrated. As insurance professionals, Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer insurance products from any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This causes a conflict of interest in recommending certain products of the insurance companies. This conflict is mitigated by the fact that Clients are under no obligation to implement any recommendations made the Advisor or its Advisory Persons.

As part of investment advisory services, Integrated may refer Clients to third-party insurance providers to assist with the purchase of insurance products that complement overall financial planning and investment strategies. While our firm does not receive direct compensation for referring clients to insurance providers, some of the insurance providers we refer you to may compensate us for the referral. Such compensation, if any, will not impact

our recommendations, as we are committed to acting in your best interest. Clients are under no obligation to purchase insurance products from any provider we refer, and you are free to seek insurance products from any other provider of your choosing. Referring a Client to an insurance provider with whom Integrated has a relationship may present a potential conflict of interest. Integrated is required to disclose any financial incentive or referral fees it may receive.

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

A. Code of Ethics

Integrated has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Integrated (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Integrated and its personnel owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Integrated associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (781) 890-3045.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Integrated allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of Integrated may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially 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 reporting of personal securities transactions by its Supervised Persons and review by the Chief Compliance Officer ("CCO") or their delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Integrated allows our 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 any associated person of Integrated, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodians

Integrated does not have discretionary authority to select the broker-dealer/custodian (herein the "Custodian") for custody and execution services. The Client will engage the Custodian to safeguard Client assets and authorize it to direct trades to the Custodian as agreed in the investment advisory agreement, unless otherwise directed by the Client. Factors that Integrated considers in making broker-dealers or custodians available to Clients include such entity's financial strength, reputation, execution, pricing, and service.

Many of Integrated's Advisory Persons are also registered representatives of LPL Financial and are limited in the Custodian in which they can recommend to Clients. In general, Advisory Persons registered with LPL Financial recommend that Clients establish accounts at LPL Financial. Advisory Persons affiliated with LPL Financial as registered representatives may also recommend that Clients utilize Schwab Advisor Services, division of Charles Schwab & Co., Inc. ("Charles Schwab"), or Fidelity Brokerage Services LLC (Fidelity") as its "qualified custodian" in appropriate circumstances.

Advisory Persons that are not affiliated with LPL Financial as registered representatives will typically recommend that Clients establish accounts at Charles Schwab or Fidelity.

While Integrated receives economic benefits from its Custodians, we believe they provide quality execution and related services for our Clients at competitive prices. Price is not the sole factor Integrated considers in evaluating best execution and the recommendation of the Custodian. Integrated also considers the quality of the brokerage services provided by the Custodians, including each firm's reputation, execution capabilities, commission rates, and responsiveness to our Clients and our firm.

Clients are free to use whatever broker-dealer/custodian they choose to implement financial planning recommendations. For investment advisory services by Advisory Persons also affiliated with LPL Financial as registered representatives, Integrated would be required to obtain permission to use a broker-dealer or custodian other than LPL Financial due to the oversight role LPL Financial assumes over those Advisory Persons. Please see Item 14 – Client Referrals and Other Compensation.

The final decision to custody assets with any of the Advisor's Custodians is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor, plan participant or IRA accountholder. Integrated is independently owned and operated and not affiliated with its Custodians. The Custodians provide Integrated with access to their institutional trading and custody services, which are typically not available to their retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. The Custodians' services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

The Custodians also makes available to Integrated other products and services that benefit Integrated but may not benefit its clients' accounts. These benefits may include national, regional, or Integrated specific educational events organized and/or sponsored by the Custodian. Other potential benefits may include occasional business entertainment of Integrated personnel by personnel of the Custodian, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Integrated in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Integrated's fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Integrated's accounts, including accounts not maintained at the Custodian providing the services. The Custodians also make available to Integrated other services intended to help Integrated manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance, and marketing. In addition, a Custodian may make available, arrange, and/or pay vendors for these types of services rendered to Integrated by independent third parties. A Custodian may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Integrated.

These support services are provided by the Custodians to Integrated based on the overall relationship with the Advisor. It is not the result of soft dollar arrangements or any other express arrangements with the Custodians on whole or individually. Integrated anticipates that it will continue to receive these support services regardless of the volume of client transactions executed by Integrated or its clients with the Custodian. Clients do not pay more because of these arrangements. While, as a fiduciary, Integrated endeavors to act in its clients' best interests, Integrated's recommendation that clients maintain their assets in accounts at a given Custodian may be based in part on the benefit to Integrated of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by the Custodian, which creates a potential conflict of interest.

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 order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Integrated will execute its transactions through the Custodian as directed by the Client. Integrated may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. 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 particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

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

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more or less 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 Integrated 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 Integrated

Participation in Institutional Advisor Platform

Integrated has established institutional relationships with the Custodians (LPL Financial, Charles Schwab and Fidelity) to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with the Custodians, or, in some cases cash compensation to defray the cost of these items that are procured directly by the Advisor. The software and related systems support or cash payments may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish these economic benefits. Additionally, the Advisor may receive the following benefits from the Custodians: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; financing services, 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.

Certain Advisory Persons of the Advisor may have received financial support from LPL Financial during the transition of Client accounts to LPL Financial. This financial support is typically provided in the form a forgivable loan from LPL

Financial, whereby LPL Financial may not require repayment of the loan if the Advisory Person maintains its affiliation with LPL Financial and maintains an agreed upon level of assets.

Additional Benefits and Sponsorship

Integrated generally hosts an annual event for its advisors and related persons. Certain custodians, third party managers and vendors may elect to sponsor these annual events. Sponsorships range from $2,500 to $75,000 and may or may not be governed by a written agreement ("Additional Benefits"). Each sponsor provides these Additional Benefits at their sole discretion and at its own expense and neither Integrated nor Integrated's clients pay any additional fees to any custodian, third party manager or vendor as a result.

While Integrated has no expectation it will receive these Additional Benefits from any of the sponsors again in the future, it reserves the right to request future sponsorships.

The recommendation by Integrated or its representatives that a client select a custodian, third party manager or vendor, who provides Additional Benefits, to service their advisory account presents a conflict of interest. Integrated may have an incentive to make such a recommendation based on its interest in receiving the Additional Benefits to benefit its business interests, rather than based on the client's interest in receiving the best value in custodial, third-party management or other services.

Integrated has implemented procedures to mitigate these conflicts and ensure that any recommendations made are based on the suitability and needs of Integrated clients. Integrated discloses these potential conflicts of interest to ensure that clients are fully informed when considering their options. Clients are under no obligation to select any custodian, third party manager or vendor offered by firms that sponsor Integrated events. Clients should carefully consider all available investment options and should be aware of any potential conflicts of interest that may arise from our relationships with event sponsors.

A client may request information pertaining to recent sponsorships by contacting Integrated's Chief Compliance Officer.

B. Client Referrals from Solicitors

If a Client is introduced to Integrated by an unaffiliated referrer (herein a "Solicitor"), Integrated may pay the Solicitor a referral fee in accordance with the requirements of applicable SEC rules under the Advisers Act as well as any applicable state securities regulations. Referral fees are paid solely from Integrated's investment advisory fees and will not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of Integrated's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

Item 15 – Custody

Integrated does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor's fee and in the instance where a client executes a standing letter of authority. 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 Integrated to utilize the Custodian for the Client's security transactions. Integrated encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

Integrated provides other services on behalf of its clients that require disclosure at ADV Part 1, Item 9. In particular, certain clients have signed asset transfer authorizations that permit the qualified custodian to rely upon instructions from Integrated to transfer client funds to "third parties." In accordance with the guidance provided in the SEC Staff's February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subjected to an annual surprise CPA examination.

Item 16 – Investment Discretion

Integrated 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 Integrated. 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 Integrated will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Integrated 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 Integrated, nor its management, have any adverse financial situations that would reasonably impair the ability of Integrated to meet all obligations to its Clients. Some of Integrated's investment advisors have been subject to a bankruptcy or other financial compromise in the past. Integrated does not believe that any of these events would reasonably impair the ability of Integrated or its investment advisers to meet the needs of their clients.

We also encourage you to independently view the background of your investment adviser on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his or her full name.

Integrated is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of $1,200 or more for services to be performed six months or more in advance.

Integrated Wealth Concepts LLC
(also d/b/a Integrated Partners, Integrated Financial Partners and Integrated Family Office and other d/b/a names)

Form ADV Part 2A Appendix 1
("Wrap Fee Program Brochure")

Effective: March 25, 2026

This Form ADV 2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices of Integrated Wealth Concepts LLC (also d/b/a Integrated Partners and herein "Integrated" or the "Advisor") when offering services pursuant to a wrap program. This Wrap Fee Brochure shall always be accompanied by the Integrated Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete Integrated Disclosure Brochure or you have any questions about the contents of this Wrap Fee Brochure or the Integrated Disclosure Brochure, please contact us at (781) 890-3045.

Integrated is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program 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 Wrap Fee Program Brochure provides information through Integrated to assist you in determining whether to retain the Advisor.

Additional information about Integrated and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284656.

Item 2 – Material Changes

This Wrap Fee Program Brochure discusses the wrap fee program offered by Integrated.

Material Changes

This amendment to the Wrap Fee Program Brochure does not contain any material amendments.

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 our firm name or by our firm CRD# 284656.

You may also request a copy of this Wrap Brochure at any time, by contacting us at (781) 890-3045.

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Item 4 – Services Fees and Compensation

A. Services

Integrated Wealth Concepts LLC ("Integrated" or the "Advisor") provides customized wealth advisory services for its Clients. The Integrated Wrap Fee Program (the "Wrap Fee Program") is an investment advisory program sponsored by Integrated whereby Integrated includes normal securities transaction fees with its investment advisory fees to provide Clients with a single overall fee. The Integrated Wrap Fee Program Brochure is provided solely as a disclosure when Integrated includes securities transaction fees as part of its overall investment advisory fee (as detailed in Item 5 of the Disclosure Brochure). In addition, Integrated provides advisory services through certain programs sponsored by its custodians. Below is a brief description of each Integrated Wrap Fee Program and the advisory wrap fee programs available to clients of Integrated through its custodians. For more information regarding the custodial wrap fee programs, including more information on the advisory services and fees that apply, the types of investments available in the programs and the potential conflicts of interest presented by the programs please see the program account packet (which includes the account agreement and Form ADV program brochure) and the Form ADV, Part 2A of the custodian or the applicable program.

A wrap fee program offers clients a fee structure that includes, as a single fee, the securities transaction costs for trading in Client accounts along with the investment advisory fees earned by Integrated. The securities regulations often refer to such a structure as a "Wrap Fee Program".

This Wrap Fee Program Brochure will reference back to the Integrated Disclosure Brochure to which this Wrap Fee Program Brochure is an Appendix. This Wrap Fee Program Brochure will always be provided in connection with the Disclosure Brochure. In addition, as noted above, Clients should refer to the Form ADV wrap program brochure and the Form ADV, Part 2A of the custodian or the applicable program for more details on the custodial wrap fee programs.

The Integrated Wrap Fee Program

The Integrated Wrap Fee program consists of the Integrated Models and which are sponsored by Integrated and of which Integrated is the portfolio manager.

The Integrated Models are a series of model portfolios managed by Integrated's Chief Investment Officer with input from Integrated's Investment Advisory Council, Investment Committee, and Investment Oversight Board. The Integrated Models are designed to accommodate different time horizons risk tolerances and investment objectives. For some of these portfolios, the Chief Investment Officer leverages the expertise of other money managers.

The Integrated Models require minimum account values as set forth on the following chart which can be waived in appropriate circumstances.

Integrated Models	Account Minimum
Classic	$25,000
Concentrated	$50,000
Core	$10,000
Dynamic	$25,000
Enhanced	$10,000
Factor	$25,000
Focused	$100,000
Fulcrum	$10,000
Fundamental	$5,000
Opportunistic	$10,000
Passive	$10,000
Retirement Income	$10,000
Socially Aware (SAMS)	$2,500
Cash Balance Plan	$5,000
U.S. Stock Sleeve	$200,000
Custom	$1,000,000

The Integrated Models offer a Custom Series. Portfolios within the Custom Series:

- Can make use of any type of security, investment vehicle, or investment instrument,
- Are custodied at Fidelity, Schwab, or LPL (to the extent that the investments utilized can be custodied), and
- Are directly managed by Integrated's Chief Investment Officer.

All Custom Series accounts are invested according to the risk and investment criteria established by the client.

LPL Custodial Wrap Fee Programs

Manager Access Select Program

Manager Access Select provides clients access to the investment advisory services of professional portfolio management firms for the individual management of client accounts. Advisor will assist client in identifying a third-party portfolio manager (Portfolio Manager) from a list of Portfolio Managers made available by LPL. The Portfolio Manager manages client's assets on a discretionary basis. Integrated will provide initial and ongoing assistance regarding the Portfolio Manager selection process.

A minimum account value of $50,000 is required for Manager Access Select, however, in certain instances, the minimum account size may be higher.

Optimum Market Portfolios Program (OMP)

OMP offers clients the ability to participate in a professionally managed asset allocation program using Optimum Funds shares. Under OMP, client will authorize LPL on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client. Advisor will assist the client in determining the suitability of OMP for the client and assist the client in setting an appropriate investment objective. Advisor will have discretion to select a mutual fund asset allocation portfolio designed by LPL consistent with the client's investment objective. LPL will have discretion to purchase and sell Optimum Funds pursuant to the portfolio selected for the client. LPL will also have authority to rebalance the account.

A minimum account value of $1,000 is required for OMP. In certain instances, LPL will permit a lower minimum account size.

Personal Wealth Portfolios Program (PWP)

PWP offers clients an asset management account using asset allocation model portfolios designed by LPL. Integrated will have discretion for selecting the asset allocation model portfolio based on client's investment objective. Integrated will also have discretion for selecting third party money managers, mutual funds and ETFs within each asset class of the model portfolio. LPL will act as the overlay portfolio manager on all PWP accounts and will be authorized to purchase and sell on a discretionary basis mutual funds, ETFs and equity and fixed income securities.

A minimum account value of $250,000 is required for PWP. In certain instances, LPL will permit a lower minimum account size.

Model Wealth Portfolios Program (MWP)

MWP offers clients a professionally managed mutual fund asset allocation program. Integrated will obtain the necessary financial data from the client, assist the client in determining the suitability of the MWP program and assist the client in setting an appropriate investment objective. Integrated will initiate the steps necessary to open an MWP account and have discretion to select a model portfolio designed by LPL's Research Department consistent with the client's stated investment objective. LPL's Research Department or third-party portfolio strategists are responsible for selecting the mutual funds or ETFs within a model portfolio and for making changes to the mutual funds or ETFs selected.

The client will authorize LPL to act on a discretionary basis to purchase and sell mutual funds and ETFs and to liquidate previously purchased securities. The client will also authorize LPL to effect rebalancing for MWP accounts.

MWP requires a minimum asset value for a program account to be managed. The minimums vary depending on the portfolio(s) selected and the account's allocation amongst portfolios. The lowest minimum for a portfolio is $10,000. In certain instances, a lower minimum for a portfolio is permitted.

Small Market Solution (SMS) Program

Under SMS, LPL Research (a team of investment professionals within LPL) creates and maintains a series of different investment menus ("Investment Menus") consisting of a mix of different asset classes and investment vehicles ("investment options") for clients that sponsor and maintain participant-directed defined contribution plans ("Plan Sponsors"). The Plan Sponsor is responsible for selecting the Investment Menu that it believes is appropriate based on the demographics and other characteristics of the Plan and its participants. LPL Research is responsible for the selection and monitoring of the investment options made available through Investment Menus ("Fiduciary Selection Services"). The investment options that are offered through SMS are limited to the specific investments available through the record keeper that the Plan Sponsor selects. The Plan Sponsor may only select an Investment Menu in its entirety and does not have the option to remove or substitute an investment option.

If the Plan is subject to ERISA, LPL will be a "fiduciary" and serve as "investment manager" (as that term is defined in section 3(38) of ERISA) in connection with the Fiduciary Selection Services. None of the services offered under SMS other than the Fiduciary Selection Services will constitute "investment advice" under 3{21)(A)(ii) of ERISA, or otherwise cause LPL or Integrated to be deemed a fiduciary.

In addition to the Fiduciary Selection Services, Plan Sponsor may also select from a number of non-fiduciary consulting services available under SMS that are provided by Integrated. These consulting services may include, but are not limited to: general education, and support regarding the Plan and the investment options selected by Plan Sponsor; assistance regarding the selection of, and ongoing relationship management for, record keepers and other third-party vendors; Plan participant enrollment support; and participant-level education regarding investment in the Plan. These consulting services do not include any individualized investment advice to the Plan Sponsor or Plan participants with respect to Plan assets, and LPL and Integrated do not act as fiduciaries under ERISA in providing such consulting services.

Guided Wealth Portfolios (GWP)

GWP offers clients the ability to participate in a centrally managed, algorithm-based investment program, which is made available to users and clients through a web-based, interactive account management portal ("Investor Portal"). Investment recommendations to buy and sell open-end mutual funds and exchange-traded funds are generated through proprietary, automated, computer algorithms (collectively, the "Algorithm") of Xulu, Inc., doing business as FutureAdvisor ("FutureAdvisor"), based upon model portfolios constructed by LPL and selected for the account as described below (such model portfolio selected for the account, the "Model Portfolio"). Communications concerning GWP are intended to occur primarily through electronic means (including but not limited to, through email communications or through the Investor Portal), although Integrated will be available to discuss investment strategies, objectives or the account in general in person or via telephone.

A preview of the Program (the "Educational Tool") is provided for a period of up to forty-five days to help users determine whether they would like to become advisory clients and receive ongoing financial advice from LPL, FutureAdvisor and Integrated by enrolling in the advisory service (the "Managed Service"). The Educational Tool and Managed Service are described in more detail in the GWP Program Brochure. Users of the Educational Tool are not considered to be advisory clients of LPL, FutureAdvisor or Integrated, do not enter into an advisory agreement with LPL, FutureAdvisor or Integrated, do not receive ongoing investment advice or supervisions of their assets, and do not receive any trading services.

A minimum account value of $5,000 is required to enroll in the Managed Service.

Financial Advisor-Managed Wrap Fee Programs

Strategic Wealth Management (SWM), Fidelity Managed Account Xchange (FMAX) and Charles Schwab

Managed Account Select (CSMAS)

In SWM, FMAX and CSMAS accounts, the Advisor provides advice on the purchase and sale of various types of investments, such as mutual funds, exchange-traded funds ("ETFs"), variable annuity subaccounts, business development companies ("BDCs"), private equity, real estate investment trusts ("REITs"), equities, and fixed income securities. The Advisor provides advice that is tailored to the individual needs of the client based on the investment objective chosen by the client. LPL Financial acts as the Custodian for SWM accounts, Fidelity acts as the custodian for FMAX accounts and Charles Schwab acts as the custodian for CSMAS accounts. The respective custodians each provide brokerage and execution services as the broker-dealer on transactions, and performs administrative services, such as delivering quarterly performance reports to clients. Other custodians may provide similar programs through which the Advisor can provide ongoing investment advice and management on assets in an account separately identified to a client and separately managed on behalf of a client and for which the client is charged a wrap fee.

Integrated offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses (each referred to as a "Client"). Please see Item 4 of the Disclosure Brochure for details regarding Integrated's investment management services.

B. Program Costs

Advisory Services provided by Integrated pursuant to a wrap fee structure may cost the Client more or less than purchasing these types of investment management services separately. When Integrated absorbs normal securities transactions fees, Integrated may have a financial incentive to limit the transactions in Client accounts, as each trade will increase costs to Integrated. The costs of the Wrap Fee Program vary depending on services to be provided to each Client.

Investment advisory fees are paid quarterly, in advance or arrears of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees, inclusive of the wrap fee are charged at an annual rate ranging from negotiable to 2.25% depending on several factors, including the overall size of the relationship and the complexity of the services to be provided. Fees are based on the market value of assets under management at the end of the prior quarter but may at times be offered as a fixed quarterly fee. The investment advisory fee in the first quarter of service is prorated from the inception date of the Client's account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Integrated will be independently valued by the Custodian. Integrated will not have the authority or responsibility to value portfolio securities.

The wrap fees assessed on Integrated Wrap Fee Program accounts, except for accounts invested in the Custom Series are demonstrated in the following table.

Invested Assets	Integrated Portfolios	Concentrated Model Fee
$0 – 1,499,999	.20%	.30%
$1,500,000 – 2,999,999	.18%	.28%
$3,000,000 +	.15%	.25%

Accounts are householded by client tax identification number to achieve these breakpoints (accounts for the same client or family unit).

For details on the wrap fees associated with the LPL wrap fee programs, please refer to LPL's Form ADV 2A brochure and its supplements.

C. Fees

The Integrated Wrap Fee Program fee and LPL wrap fee program fee includes typical securities trading costs incurred in connection with the discretionary investment management services provided by Integrated. Whether the fees are paid in advance or arrears depends on the agreement between the client and the advisor and subject to the limitations of the custodian of the client's account, and/or the terms of the investment advisory agreement.

Securities transaction fees for Client-directed trades may be charged to the Client. Clients engaging Integrated under this Wrap Fee Program will typically pay a higher overall investment advisory fee but will not be responsible for securities transaction fees for their accounts. Clients should discuss the expected level of trading in the Client's account[s] to determine whether to engage Integrated under this Wrap Fee Program or pay for securities transaction fees separately. Fees may be negotiable at the sole discretion of Integrated.

Clients may also incur certain fees or charges imposed by third parties, which are not included as part of the Wrap Fee. Such other fees, which can include, markups, markdowns, managers fees, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, fees for trades executed away from the qualified custodian, and other fees and taxes on brokerage accounts and securities transactions. Such charges, fees and commissions are exclusive of and in addition to Integrated's fees and are not included in Integrated's Wrap Fee. Integrated does not receive any portion of such fees.

In addition, all fees paid to Integrated for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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 as a shareholder in a fund. Please see Item 5.C. of the Disclosure Brochure. Such charges, fees and commissions are exclusive of and in addition to Integrated's fees and are not included in Integrated's Wrap Fee. Integrated does not receive any portion of such fees.

D. Potential Conflicts of Interest and Compensation

Integrated is the sponsor and portfolio manager of the Integrated Wrap Fee Program and a participant in the custodial wrap fee programs. Integrated receives investment advisory fees paid by Clients for investment advisory services covered under these wrap fee program.

Depending on, among other things, the type and size of the account, type of securities held in the account, changes in its value over time, the ability to negotiate fees or commissions, the historical or expected size or number of transactions, and the number and range of supplementary advisory and client-related services provided to the client, the amount of this compensation may be more or less than what Integrated would receive if the client participated in other programs, or paid separately for investment advice, brokerage and other services.

The account fee may be higher than the fees charged by other investment advisors for similar services.

Clients should consider the level and complexity of the advisory services to be provided when negotiating the account fee (or the advisor fee portion of the account fee, as applicable) with Integrated. With regard to accounts utilizing third-party portfolio managers under aggregate, all-in-one account fee structures (including MAS and PWP), because the portion of the account fee retained by Integrated varies depending on the portfolio strategist fee associated with a portfolio, Integrated has a financial incentive to select one portfolio instead of another portfolio.

Item 5 – Account Requirements and Types of Clients

Integrated offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses. Integrated generally does not impose a minimum account size for establishing a relationship except where set forth in Item 4 above. Please see Item 7 of the Disclosure Brochure for additional information.

Item 6 – Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection

Integrated serves as the sponsor and as the portfolio manager for the Integrated Wrap Fee Program. Integrated does not select third-party advisors to manage the Wrap Fee Program but may recommend or implement Client portfolios using TPAMs.

B. Related Persons

Integrated personnel or affiliates serve as portfolio manager[s] for services under the Integrated Wrap Fee Program. Integrated does not act as portfolio manager for any third-party wrap fee programs.

C. Supervised Persons

Integrated Supervised Persons serve as portfolio managers for the Integrated Wrap Fee Program described in this Wrap Fee Program Brochure. Please refer to the Items 4 and 8 of the Disclosure Brochure for details on the services provided by Integrated. For information related to the background of Integrated supervised persons, please see Items 9 and 11 of the Disclosure Brochure.

Performance-Based Fees

Integrated does not charge performance-based fees for its investment advisory services. The fees charged by Integrated are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client. Integrated 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. Please see Item 6 of the Disclosure Brochure.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Brochure) for details on the research and analysis methods employed by the Advisor.

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. Integrated 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. of the Disclosure Brochure.

Proxy Voting

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

Item 7 – Client Information Provided to Portfolio Managers

Integrated is the sponsor and sole portfolio manager for the Integrated Wrap Fee Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for the Integrated Wrap Fee Program. Please also see the Integrated Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

Integrated is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at Integrated.

Item 9 – Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

Disciplinary Information

There are no legal, regulatory, or disciplinary events involving Integrated or any of its Management Persons. Integrated values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. You may search by our firm name or by our CRD #284656.

Other Financial Activities and Affiliations

Please see Items 10 and 14 of the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Brochure).

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Code of Ethics

Integrated has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all Supervised Persons associated with Integrated. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Integrated and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Integrated 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 of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (781) 890-3045.

Review of Accounts

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons and home office-based personnel at Integrated. Details of the review policies and practices are provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.

Other Compensation

As noted throughout this Disclosure Brochure, Advisory Persons of Integrated may also be registered representatives of LPL Financial and/or licensed insurance professionals. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the Item 10 of the Disclosure Brochure.

Participation in Institutional Advisor Platform - Integrated has established institutional relationships with LPL Financial, Charles Schwab, and Fidelity to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationships with LPL Financial, Charles Schwab, and Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Custodians: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; 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.

Client Referrals from Solicitors

Integrated may engage and compensate unaffiliated third-party referral sources (a “solicitor”) for Client referrals. Clients will not pay a higher fee to Integrated as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that full disclosure of the compensation and other conflicts be provided to the prospective client prior to or at the time of entering into the advisory agreement.

Financial Information

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

Integrated Partners
Privacy Policy
Effective Date: March 25, 2026

Our Commitment to You. Integrated Wealth Concepts LLC (also d/b/a Integrated Partners and herein "Integrated" or the "Advisor") is committed to safeguarding the use of personal information of our Client's (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

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

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

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

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

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

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

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

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

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

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. Integrated shares Client information with LPL Financial due to the oversight LPL Financial has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the LPL Financial Privacy Policy.	Yes	No
Marketing Purposes Integrated does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Integrated or the Client has a formal agreement with the financial institution. **We will only share information for purposes of servicing your accounts, not for marketing purposes.**	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients Integrated does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-specific Regulations

CA, CO, MA, ND, VA, VT	In response to existing or proposed laws in the states referenced in the preceding box, Clients must "opt-in" to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account[s].
CA	Certain residents of California, in addition to other rights described in this Privacy Policy, have the following rights: (i) to request that we disclose what personal information relating to you that we collect, share or sell; (ii) to request that we delete certain personal information relating to you that we maintain; and (iii) to opt-out from the sale by a business of your personal information. To make such a request relating to these California rights, please call (781) 890-3045. We may need to obtain information about you or your specific request in order to verify and respond. If you have an authorized agent, that person also may submit requests relating to your California privacy rights. We will need to obtain verification of the agent's identity, their authority to act on your behalf, and verification that you are the individual about whom we possess the personal information requested. A business may not discriminate against a California resident that exercises their privacy rights under state law.

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

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

Any Questions? You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (781) 890-3045.