

DISCLOSURE BROCHURE

Form ADV Part 2A

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This brochure provides information about the qualifications and business practices of Dias Wealth, LLC. If you have any question about the contents of this brochure, please contact us at (321) 926-0936. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Dias Wealth, LLC is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about Dias Wealth, LLC is available on the SEC's website www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Dias Wealth, LLC's CRD number is 304465.

Item 2 - Material Changes

We do not have any material changes to report because this is our initial Brochure. In the future, this Item will discuss only specific material changes that are made to the Brochure and provide you with a summary of these changes. We will also reference the date of our last annual update to this Brochure.

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Item 4 – Advisory Business

OWNERSHIP/ADVISORY HISTORY

Dias Wealth, LLC (“We”) is a Florida Limited Liability Company founded in July 2019. We became registered as an investment adviser in August 2019. We have one executive officer of the firm, Carlos Dias. Mr. Dias is the Managing Member and Chief Compliance Officer. Additional information about Mr. Dias can be found under Item 19 along with his supplemental brochure.

ADVISORY SERVICES OFFERED

FINANCIAL PLANNING

For our financial planning services, we offer comprehensive financial planning and financial consulting services. Our comprehensive financial planning services involve a review of your financial situation, goals and risk tolerance. Through a series of personal interviews and/or the use of questionnaires we will collect pertinent data, identify goals, objectives, financial problems, and protentional solutions. With this information, we tailor your financial plan and the advice we give to you. Our advice may cover any of the following topics: net worth statement; cash flow analysis, tax analysis, insurance and long-term care analysis; tax planning; retirement projections; 401k review; and/or other needs as identified during our meetings with you. You will receive a written financial plan following the completion of our meetings.

For our financial consulting services, we focus on a single topic or multiple topics as identified in our meetings. The chosen topics are written in the financial planning and consulting agreement. Typically, we do not provide a written financial plan for this service.

RECOMMENDATION AND MONITORING OF THIRD-PARTY INVESTMENT ADVISERS

After an initial meeting with you or when deemed appropriate, we may recommend the services of a Third-Party Investment Adviser (“Third-Party Adviser”). The recommendation will depend on your circumstances, goals and objective, strategy desired, account size, risk tolerance, or other factors. We work with you to determine which Third-Party Adviser may be appropriate. You are never obligated to use a recommended Third-Party Adviser.

We will review Third-Party Advisers prior to making recommendation to you. We consider the following factors during our review: fees, reputation, performance, financial strength, management, price, reporting capabilities, your financial situation, goals, needs, and investment objectives. After our review we present you with one or more recommendations.

If you wish to proceed with the recommendation, we will enter into a sub-adviser relationship or solicitor arrangement with the recommended Third-Party Adviser. Under these arrangements, the Third-Party Adviser is responsible for portfolio management, best execution, portfolio reporting, trading, trade error resolution, and custodian

reconciliations. We maintain our relationship with you by monitoring the status of your accounts with the Third-Party Adviser, making recommendations about the Third-Party Adviser, usually meeting with you either in person or by telephone on an annual basis and acting as your primary financial adviser. We retain discretion to hire and fire any recommended sub-adviser.

When you are referred to Third-Party Advisers you will receive full disclosure, including services rendered and fee schedules, at the time of the referral, by delivery of a copy of the relevant Third-Party Adviser's Form ADV Part 2A or equivalent disclosure document before receiving investment advisory services from the Third-Party Adviser. The Third-Party Adviser offers separate services that are outlined in its ADV Part 2A.

TAILORED SERVICES

The goals and objectives for each client are documented before any investing takes place. You may impose restrictions on investing in certain securities or types of securities.

WRAP PROGRAM

We do not sponsor a wrap fee program.

CLIENT ASSETS MANAGED

As of the date of this brochure, we do not manage client assets as we are a newly formed investment adviser.

Item 5 – Fees and Compensation

FINANCIAL PLANNING SERVICES

For our comprehensive planning service, we charge a fixed fee of \$2,500. The fee is negotiable and may vary depending on the nature and complexity of your individual circumstances and the number of areas covered by the written financial plan. We will collect first half of the agreed upon fee upon engagement and the second half at the delivery of the written financial plan.

Consulting services are provided at an hourly rate of \$250. At the beginning of engagement, we will provide you with a written estimate of the number of hours we believe the services will take. However, we will track the time we spent collecting your information, analyzing and researching the chosen topics, and time presenting the findings to you. We will collect the first half of the estimated fee upon engagement and the remaining balance upon delivery of the service.

You may cancel the financial planning and consulting agreement for any reason during the first five (5) business days from the date of signing the agreement and will receive a

100% refund of all fees paid without cost or penalty. After the first five (5) business days you may cancel the agreement by giving ten (10) days written notice. To cancel the agreement, you must notify us in writing at Dias Wealth, LLC, P.O. Box 952884, Lake Mary, FL 32795. Upon receipt of termination, you will receive a prorated refund of any unearned fees based on the percentage of work completed on the plan.

RECOMMENDATION OF THIRD-PARTY INVESTMENT ADVISERS

Sub-Advisory Relationship

When we use the services of a sub-adviser, we charge an annual management fee based on the percentage of assets under management in your account reported by the Third-Party Investment Adviser. Our annual fee is based on the following fee schedule:

Custodian Reported Account Value	Annual Management Fee
Up to \$1,000,000	1.00%
\$1,000,001 to \$3,000,000	0.85%
\$3,000,001 to \$5,000,000	0.75%
\$5,000,001 and \$10,000,000	0.65%
Over \$10,000,000	0.50%

Our annual fee is separate from the sub-adviser's fee. The sub-advisers fee will be disclosed to you and acknowledged in the investment management agreement. We will negotiate with you how often and when our fee and the sub-advisor's fee is collected (monthly or quarterly, in advance or in arrears). This will be noted in your investment management agreement. You will be asked to authorize us or the sub-adviser to instruct the custodian with the ability to withdraw our management fee and the sub-advisers fee directly from your account. You may terminate this authorization at any time. (see Item 15—Custody, below)

Our management fee does not include brokerage commissions, transaction fees, or other related costs and expenses that are normally incurred by you. You may 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, our fee and we will not receive any portion of these commissions, fees, and costs. For more information about our brokerage practice please see Item 12.A.

Solicitor Relationship

When we are a solicitor of the recommended Third-Party Adviser, we do not charge a separate fee for the Third-Party Adviser services. Instead, we will enter into an agreement with the selected Third-Party Adviser and share in a portion of the Third-Party Adviser's management fee that is charged to you. Our portion of the fee is typically 70% of the Third-Party Adviser's fee. The exact fee withdrawn and when it is withdrawn (quarterly or monthly, in advance or in arrears) will vary with each Third-Party Adviser. These details will be disclosed in the Third-Party Adviser's ADV Part 2A and the Third-Party Adviser's Solicitor Disclosure Document; both documents will be given to you upon solicitation.

TERMINATION OF THIRD-PARTY INVESTMENT ADVISER SERVICES

You may terminate these services for any reason within the first five (5) business days after signing the contract without any cost or penalty for a full refund. Thereafter, the contract may be terminated at any time by giving ten (10) days written notice. To cancel the agreement, you must notify us in writing to Dias Wealth, LLC, P.O. Box 952884, Lake Mary, FL 32795. When we charge in advance, you will receive a prorated refund of management fees that is based on the amount of time elapsed during the termination month/quarter. For example, if you cancel 45 days into a 90 quarter, you will receive a refund of 50% of the fees (45 divided by 90 days' equal 50 percent). Also, for example, if there are 30 days in a month and the services cancelled 10 days into the month, you will receive a 67% refund. (10 divided by 30 days' equal 67%) Refunds are paid by depositing the fee back into the account if allowed by your custodian. In all other cases refunds are paid by check.

OTHER SECURITIES COMPENSATION

We do not receive any additional securities compensation.

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

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) or provide side by side management.

Item 7 – Types of Clients

We offer our services to individuals and high net worth individuals. We do not require a minimum account size.

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

METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

We create each portfolio using Passive asset allocation and Tactical asset allocation. Passive Asset Allocation is an investment strategy that aims to balance risk and reward by apportioning a portfolio's assets according to an individual's goals, risk tolerance and investment horizon. The asset classes typically include equities, fixed-income, international, and cash and equivalents. The risk associated with asset allocation is that each class had different levels of risk and return, so each will behave differently over time. There is no guarantee that diversification among asset classes will grow a portfolio.

Tactical allocation is an active management portfolio strategy that rebalances the percentage of assets held in various categories in order to take advantage of market pricing anomalies or strong market sectors. This strategy is designed to allow portfolio managers to create extra value by taking advantage of certain situations in the marketplace. It is as a moderately active strategy because portfolio managers return to the portfolio's original strategic asset mix when desired short-term profits are achieved. The risk associated with tactical asset allocation is that each class has different levels of risk and return, so each will behave differently over time. There is no guarantee that moving additional assets into an asset class will grow a portfolio.

INVESTMENT RISKS

All investment programs have certain risks that are borne by the client and **investing in securities involves risk of loss that clients should be prepared to bear**. Our goal is to reduce the risk of loss, but not at the expense of portfolio growth. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. To manage risk, we rebalance model portfolios on an as needed basis to bring the asset allocations back to their intended balances. The client should feel free to ask questions about risks that he or she does not understand; we would be pleased to discuss them.

RECOMMENDED SECURITIES

We use several types of securities in client portfolios including, but not limited to, mutual funds, exchange traded funds (ETFs), stocks and bonds. Some of the risk associated with these securities include:

- **Credit Risk:** This is the risk an issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade, or inability to meet financial obligation.
- **Inflation Risk:** This is the risk that inflation will undermine the performance of an investment and/or the future purchasing power of a client's assets.

- **Interest Rate Risk:** The chance that bond prices overall will decline because of rising interest rates.
- **International Investing Risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and may lose value because of adverse political, social or economic developments overseas or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject to settlement practices, as well as regulatory and financial reporting standards, that differ from those of the U.S.
- **Liquidity Risk:** Liquidity risk exist when particular investments are difficult to purchase or sell, possibly preventing the ability to sell such illiquid securities at an advantageous time or price, or possibly requiring the client to dispose of other investments at unfavorable times or prices in order to satisfy its obligations.
- **Manager Risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant to benchmarks or other accounts with a similar investment objective.
- **Stock Market Risk:** The chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising stock prices and periods of falling stock prices.
- **Mutual Fund Manager Risk:** the chance that the proportions allocated to the various mutual funds will cause the client's account to underperform relevant to benchmarks or other accounts with similar investment objective.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would-be material to your evaluation of each supervised person providing investment advice. We do not have information applicable to this item.

Item 10 – Other Financial Industry Activities and Affiliations

BROKER DEALER AFFILIATION

We are not affiliated with a broker-dealer.

FUTURES/COMMODITIES FIRM AFFILIATION

We are not affiliated with a futures or commodities broker.

OTHER INDUSTRY AFFILIATIONS

Our owner, Mr. Dias, is a licensed insurance agent. He may recommend the purchase of insurance products to you. This other business activity pays Mr. Dias commissions that are separate from the fees described in Item 5 above. This is a conflict of interest because the commissions give him a financial incentive to recommend and sell you insurance products. However, Mr. Dias attempts to mitigate any conflicts of interest to the best of his ability by placing your interests ahead of his own and by implementing policies and procedures that address the conflict. Additionally, he will inform you that you always have the right to choose whether to act on the recommendation and you always have the right to purchase recommended insurance through any licensed insurance agent.

RECOMMENDATION OF THIRD-PARTY INVESTMENT ADVISER

We recommend the services of Third-Party Investment Advisers; this information can be found under Items 4 and 5. We will ensure that the Third-Party Adviser is properly registered or exempt from registration in your state of residence prior to making any recommendation. We receive a portion of the Third-Party Adviser's management fee, which creates a financial incentive to recommend Third-Party Advisers that pay a higher percentage of the management fee. We attempt to mitigate the conflict of interest to the best of our ability by placing your interests ahead of our own, through or fiduciary duty and by the implementation of policies and procedures that address the conflict.

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

DESCRIPTION

Our Code of Ethics establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. We will provide a copy of our Code of Ethics to any client or prospective client upon request.

Our Code of Ethics covers all supervised persons and it describes our high standard of business conduct and fiduciary duty to our clients. The Code of Ethics includes, among other things, provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition on rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All supervised persons must acknowledge the terms of the Code of Ethics annually or as amended.

MATERIAL INTEREST IN SECURITIES

We do not have a material interest in any securities.

INVESTING IN OR RECOMMENDING THE SAME SECURITIES

Our owner may buy or sell for his own account the same securities that he purchases or recommends for purchase in your accounts. A conflict of interest exists because he can trade ahead of your trades. We mitigate any conflict of interest in two ways. First, our Code of Ethics requires employees to: report personal securities transactions on at least a quarterly basis, and provide us with a detailed summary of certain holdings (both initially upon commencement of employment and quarterly thereafter) in which employees have a direct or indirect beneficial interest. The reports are reviewed to ensure we not trade ahead of client accounts. Second, we require that your transactions be placed ahead of our associates' personal trades or our associates can place personal trades as part of a block trade (Please see Item 12.B for details on our block trading practices). The records of all associates' personal and client trading activities are reviewed and made available to regulators to review on the premises.

Item 12 – Brokerage Practices

RECOMMENDATION CRITERIA

We do not maintain custody of your assets on which we advise, although we may be deemed to have custody of your assets if you give us authority to withdraw advisory fees from the account (see Item 15—Custody, below). Your assets must be maintained in an account at a “qualified custodian”, generally a broker-dealer or bank.

We may recommend that you use MTG, LLC dba Betterment Securities (“Betterment Securities”), a registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and are not affiliated with Betterment Securities. When we recommend other Third-Party Adviser’s that are not Betterment Securities, we rely on the selected Third-Party Adviser’s recommended broker-dealer or custodian.

Betterment Securities will hold your assets in a brokerage account and buy and sell securities when we and/or you instruct them to. While we recommend that you use Betterment Securities as custodian/broker, you will decide whether to do so and will open your account with Betterment Securities by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Betterment Securities, then we cannot manage your account on Betterment Institutional (defined below).

How We Select Brokers/Custodians

We seek to recommend a custodian/broker that will hold your assets and execute transactions on terms that are, overall, most advantageous when compared with other available providers and their services. We consider a wide range of factors, including:

- Capability to execute, clear, and settle trades (buy and sell securities for the account) itself or to facilitate such services.
- Capability to facilitate times transfers and payments to and from accounts.

- Availability of investment research and tools that assist us in making investment decisions.
- Quality of services.
- Competitiveness of the price of those services and willingness to negotiate the prices.
- Reputation, financial strength, and stability.
- Prior service to us and our other clients.

Client Brokerage and Custody Costs

For the accounts that Betterment Securities maintains, Betterment Securities generally does not charge separately for custody services but is compensated as part of the Betterment Institutional (defined below) platform fee, which is a percentage of the dollar amount of assets in the account in lieu of commissions. We have determined that having Betterment Securities execute trades is consistent with our duty to seek “best execution” of your trades. Best execution means the most favorable terms for transactions based on all relevant factors, including those listed above (see “How We Select Brokers/Custodians”).

Services Available to Us Via Betterment Institutional

Betterment Securities serves as a broker-dealer to Betterment Institutional, an investment and advice platform serving independent investment advisory firms like us (“Betterment Institutional”). Betterment Institutional also makes available various support services which may not be available to Betterment’s retail customers. Some of those services help us manage or administer your accounts, while others help us manage and grow our business. Betterment Institutional’s support services are generally available on an unsolicited basis (we don’t have to request them) and at no charge to us. Below is a more detailed description of Betterment Institutional’s support services:

1. Services that benefit the client. Betterment Institutional includes access to a range of investment products, execution of securities transactions, and custody of your assets through Betterment Securities. Betterment Securities’ services described in this paragraph generally benefit you and your account.

2. Services that may not directly benefit the client. Betterment Institutional also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering your accounts, such as software and technology that may:

- Assist with back-office functions, recordkeeping, and client reporting of your accounts.
- Provide access to your account data (such as duplicate trade confirmations and account statements).
- Provide pricing and other market data.
- Assist with back-office functions, recordkeeping, and client reporting.

3. Services that generally benefit only us. By using Betterment Institutional, we will be offered other services intended to help us manage and further develop our business enterprise. These services include:

- Education conferences and events.
- Consulting on technology, compliance, legal, and business needs.
- Publications and conferences on practice management and business succession.

Our Interest in Betterment Securities' Services

The availability of these services from Betterment Institutional benefits us because we do not have to produce or purchase them. In addition, we don't have to pay for Betterment Securities' services. These services may be contingent upon us committing a certain amount of business to Betterment Securities in assets in custody. We may have an incentive to recommend that you maintain your account with Betterment Securities, based on our interest in receiving Betterment Institutional and Betterment Securities' services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of our transactions. This is a potential conflict of interest. We believe, however, that our selection of Betterment Securities as your custodian and broker is in your best interest. Our selection is primarily supported by the scope, quality, and price of Betterment Securities' services (see "How We Select Brokers/Custodians") and not Betterment Institutional and Betterment Securities' services that benefit only us.

RESEARCH AND SOFT DOLLARS

"Soft dollars" are defined as a form of payment investment firms can use to pay for goods and services such as news subscriptions or research. When an investment firm gives its business to a particular brokerage firm, the brokerage firm in return can agree to use some of its revenue to pay for these types of services. We do not receive any soft dollars.

BROKERAGE FOR CLIENT REFERRALS

We do not receive client referrals or any other incentive from any broker-dealer or custodian.

DIRECTED BROKERAGE

We do not allow directed brokerage.

TRADE AGGREGATION

We may aggregate transactions in equity and fixed income securities for a client with other clients to improve the quality of execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and your account will be deemed to have purchased or sold its proportionate share of the securities

involved at the average price obtained. We may determine not to aggregate transactions, for example, based on the size of the trades, the number of your accounts, the timing of the trades, the liquidity of the securities or the discretionary or non-discretionary nature of the trades. If we do not aggregate orders, some clients purchasing securities around the same time may receive a less favorable price than other clients. This means that the practice of not aggregating may cost you more money.

Item 13 – Review of Accounts

PERIODIC REVIEWS

Financial Planning Services

Our owner, Mr. Dias, reviews your written financial plan semi-annually and will provide any necessary updates upon his review. Additionally, he will attempt to meet with you either in person or by telephone on an annual basis.

Consulting services are single engagement services. Reviews of these services will only be conducted at your request.

Recommendation of Third-Party Adviser Services

Mr. Dias will attempt to meet with you on annual basis either in person or by telephone unless requested otherwise to review your account.

OTHER REVIEWS

Reviews may also be triggered by events within client's lives, as well as pertinent news events, changes in federal and state regulatory or tax regimes, and overall economic events.

REPORTS

You will receive a written financial plan as part of your comprehensive financial plan. Additionally, you will receive at least a quarterly account statements from the account's custodian. We urge you to carefully review such statements.

Item 14 – Client Referrals and Other Compensation

OTHER COMPENSATION

We receive a non-economic benefit from Betterment Institutional and Betterment Securities in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Betterment Securities. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices). The

availability to us of Betterment Institutional and Betterment Securities' products and services is not based on us giving particular investment advice, such as buying particular securities for you.

CLIENT REFERRALS

We do not pay for client referrals or use solicitors.

Item 15 – Custody

All client funds, securities and accounts are held at a qualified custodian. We do not take possession of your securities. However, we are deemed to have custody of your assets if, for example, you authorize us to instruct Betterment Securities or asked to authorize the Third-Party Adviser to deduct our management fees directly from the account. This authorization will apply to our management fee only.

When deducting the fee, we or the authorized Third-Party Adviser sends a billing invoice to you and your custodian, showing the management fee to be debited, amount on which the management fee was calculated, the time the management fee covers, and how the management fee was calculated. With Betterment Securities, they maintain actual custody of your assets. Our investment management agreement and Betterment's custodian agreement requests that you authorize Betterment with the ability to withdraw our management fee. These authorizations may be terminated at any time.

You will receive at least quarterly account statements from the custodians that hold and maintain your assets. For Betterment Securities, these statements are available for review on the activity section of your Betterment Institutional account portal at www.bettermentsecurities.com. We urge you to carefully review these statements promptly.

Item 16 – Investment Discretion

When we offer non-discretionary management services, with non-discretionary management services, you retain full discretion to supervise, manage, and direct the assets of the account. We will make recommendations on how the account should be managed. Trades will only be placed after we receive your permission. You will be free to manage the account with or without our recommendation and all with or without our prior consultation. However, The recommended Third-Party Adviser may have discretion to trade your accounts. Please see Item 16 of the recommended Third-Party Adviser's ADV Part 2A for additional details.

Item 17 – Voting Client Securities

We will not be responsible for responding to proxies that are solicited with respect to annual or special meetings of shareholders of securities held in your accounts. Proxy solicitation

materials will be forwarded to you directly from your account's custodian for response and voting. In the event you have a question about a proxy solicitation, you should contact his/her investment adviser representative.

Item 18 – Financial Information

BALANCE SHEET

We do not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Therefore, we are not required to provide a balance sheet.

FINANCIAL CONDITION

We are required in this Item to provide you with certain financial information or disclosures about our financial condition if we have a financial commitment that impairs our ability to service you. We do not have a financial commitment that impairs our ability to service our clients.

BANKRUPTCY

We have not been the subject of a bankruptcy proceeding.

Item 19 – Requirements for State-Registered Advisers

We have one executive officer, Carlos Dias (“Mr. Dias”). Mr. Dias’ biographical information is provided in the attached Brochure Supplement Document.

Mr. Dias is required to disclose additional information if he has other business activities. Mr. Dias is an independent insurance agent and may receive commissions for the sale of insurance products. These activities and any conflicts of interests associated therewith are discussed in Item 10 above and in his Brochure Supplement Document. Additionally, he is a published writer and content producer for Skyword; nationally syndicated columnist for Kiplinger; and a professional speaker.

Mr. Dias is also required to disclose additional information if he receives performance-based fees, has any relationship or arrangement with an issuer of securities, or was ever found liable in an arbitration, civil, self-regulatory organization, or administrative proceeding. Mr. Dias does not have any information to report on these topics as none of these apply to him.