Renew Wealth Management LLC

Form ADV Part 2A – Disclosure Brochure

Effective: February 6, 2024

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Renew Wealth Management LLC ("Renew Wealth" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (703) 737-2220 or by email at info@renewwealthmgmt.com.

Renew Wealth is a registered investment advisor located in the State of Virginia. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("SEC") or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Renew Wealth to assist you in determining whether to retain the Advisor.

Additional information about Renew Wealth and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 329069.

Renew Wealth Management LLC 2881 Hokie Lane, Alexandria, VA 22306 Phone: (703) 737-2220 | Website: <u>https://renewwealthmgmt.com</u>

Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Renew Wealth. For convenience, the Advisor has combined these documents into a single disclosure document.

Renew Wealth believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Renew Wealth encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

Renew Wealth is a newly formed registered investment advisor. This is the initial filing of the Disclosure Brochure.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 329069. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (703) 737-2220 or by email at info@renewwealthmgmt.com.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Services	
A. Firm Information	
B. Advisory Services Offered	
C. Client Account Management	
D. Wrap Fee Programs	
E. Assets Under Management	
Item 5 – Fees and Compensation	
A. Fees for Advisory Services	
B. Fee Billing	
C. Other Fees and Expenses	
D. Advance Payment of Fees and Termination	
E. Compensation for Sales of Securities	
Item 6 – Performance-Based Fees and Side-By-Side Management	
Item 7 – Types of Clients	
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	
A. Methods of Analysis, investment of ategies and Kisk of Loss.	
B. Risk of Loss	
Item 9 – Disciplinary Information	
Item 10 – Other Financial Industry Activities and Affiliations	
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	
A. Code of Ethics.	
A. Code of Ethics B. Personal Trading with Material Interest	
C. Personal Trading in Same Securities as Clients	
D. Personal Trading at Same Time as Client	
Item 12 – Brokerage Practices	
A. Recommendation of Custodian[s]	
B. Aggregating and Allocating Trades	
Item 13 – Review of Accounts	
A. Frequency of Reviews	
B. Causes for Reviews	
C. Review Reports	
Item 14 – Client Referrals and Other Compensation	
A. Compensation Received by Renew Wealth	
B. Compensation for Client Referrals	14
Item 15 – Custody	
Item 16 – Custody	
Item 17 – Voting Client Securities	
Item 18 – Financial Information	
Item 19 – Requirements for State Registered Advisors	
A. Educational Background and Business Experience of Principal Officer	
B. Other Business Activities of Principal Officer	
C. Performance Fee Calculations	
D. Disciplinary Information	
E. Material Relationships with Issuers of Securities	
Form ADV 2B – Brochure Supplement	
Privacy Policy	20

Item 4 – Advisory Services

A. Firm Information

Renew Wealth Management LLC ("Renew Wealth" or the "Advisor") is a registered investment advisor located in the Commonwealth of Virginia. The Advisor is organized as a Limited Liability Company ("LLC") under the laws of Virginia. Renew Wealth was founded in October 2023 and became a registered investment advisor in February 2024. Renew Wealth is owned and operated by James M. Simon, CFP[®], CPA (Founder and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Renew Wealth.

B. Advisory Services Offered

Renew Wealth offers wealth management services to individuals, high net worth individuals, trusts, and estates, (each referred to as a "Client").

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Renew Wealth's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Wealth Management Services

Renew Wealth provides customized wealth management solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management services, financial planning services, and related advisory services. Renew Wealth works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Renew Wealth will then construct an investment portfolio, consisting of exchange-traded funds ("ETFs"), mutual funds, individual stocks, and/or allocations to unaffiliated money managers. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of the Client. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Renew Wealth's investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Renew Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

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

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

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

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will

Renew Wealth Management LLC 2881 Hokie Lane, Alexandria, VA 22306 Phone: (703) 737-2220 | Website: <u>https://renewwealthmgmt.com</u>

Page 4

provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Use of Independent Managers – Renew Wealth may recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In certain instances, the Client may be required to authorize and enter into a wealth management agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

Financial Planning Services

Renew Wealth will typically provide a variety of financial planning and consulting services to Clients. Services may be included in a wealth management engagement or provides as a standalone engagement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs, and/or other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

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

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for wealth management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

C. Client Account Management

Prior to engaging Renew Wealth to provide wealth management services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

• <u>Establishing an Investment Strategy</u> – Renew Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.

- <u>Asset Allocation</u> Renew Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- <u>Portfolio Construction</u> Renew Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- <u>Wealth Management and Supervision</u> Renew Wealth will provide wealth management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

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

E. Assets Under Management

Renew Wealth is a newly established advisor. Assets under management shall be reported with the Advisor's next filing of this Disclosure Brochure. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

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

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid monthly in arrears, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the average daily market value of assets under management during the month. Wealth management fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
First \$2,000,000	1.00%
Next \$3,000,000 (\$2,000,001 to \$5,000,000)	0.80%
Next \$5,000,000 (\$5,000,001 to \$10,000,000)	0.70%
Over \$10,000,000	0.60%

The Wealth management fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. 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 the Advisor. All securities held in accounts managed by Renew Wealth will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing. The Advisor's fee may include assets held away from the primary Custodian. As an accommodation, the Advisor allows Clients to include assets in the account[s] that are not managed by the Advisor. The Advisor does not include these assets in its fee calculations.

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

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its wealth management fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The Advisor will allocate a portion of the advisory fee collected to the Independent Manager pursuant to the terms of the executed agreement between the Advisor and the Independent Manager. If the Client is required to authorize and enter into a wealth management agreement with an Independent Manage then the terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually. Fees charged by Independent Managers are typically not negotiable. The Advisor is not affiliated with any Manager[s] and does not have any contracts with any Manager[s] at this time.

Financial Planning Services

Clients that engage in an ongoing wealth management agreement are not charged for financial planning services. Standalone financial planning services are offered for a fixed engagement fee of \$1,795. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor.

B. Fee Billing

Wealth Management Services

Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian on a monthly basis. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] following the end of each month. The amount due is calculated by applying the monthly rate (annual rate divided by 12) to the average daily assets under management with Renew Wealth during the month. Clients will be provided with a statement, typically monthly, from the Custodian reflecting deduction of the Wealth management fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Renew Wealth to be paid directly from their account[s] held by the Custodian as part of the Wealth management agreement and separate account forms provided by the Custodian.

Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees may include Renew Wealth's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager[s], as applicable. In certain instances, the Independent Manager or the Advisor may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s].

Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. Clients may pay financial planning fees by check, credit card, or deduction from their account[s] at the Custodian. If the fee is deducted from a Client's account[s], the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Renew Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The fees charged by Renew Wealth are separate and distinct from these custody and execution fees.

In addition, all fees paid to Renew Wealth for Wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Renew Wealth, but would not receive the services provided by Renew Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Renew Wealth to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices.

D. Advance Payment of Fees and Termination

Wealth Management Services

Renew Wealth is compensated for its Wealth Management services at the end of the month, after services are rendered. Either party may terminate the Wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the Wealth management agreement agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's Wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest or a Client should wish to terminate their relationship with the Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Renew Wealth will assist the Client with the termination and transition as appropriate.

Financial Planning Services

Renew Wealth may be partially compensated for its financial planning services at the start of the engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for the percentage of the engagement scope completed by the Advisor. Upon termination, the Advisor will promptly refund any unearned, prepaid planning fees via check payable to the Client. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Renew Wealth does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the wealth management fees noted above.

Mr. Simon is also licensed as an independent insurance professional. As an independent insurance professional, Mr. Simon may earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Mr. Simon are separate and in addition to Renew Wealth's advisory fees. This practice presents a conflict of interest as there may be an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on the Client's needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products. Please see Item 10 below.

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

Renew Wealth does not charge performance-based fees for its wealth management services. The fees charged by Renew Wealth are as described in Item 5 above and <u>are not</u> based upon the capital appreciation of the funds or securities held by any Client. Renew Wealth does not engage in any side-by-side management (manage any proprietary investment funds or limited partnerships, such as a mutual fund or a hedge fund) alongside Client accounts. The Advisor has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Renew Wealth offers wealth management services to individuals, high net worth individuals, trusts, and estates. Renew Wealth does not impose a minimum relationship size to open an account or establish a relationship with the Advisor.

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

A. Methods of Analysis

Renew Wealth primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from Renew Wealth are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

As noted above, Renew Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Renew Wealth will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Renew Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Renew Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Independent Manager Strategies and Risks

Independent Managers recommended by the Advisor utilize their own investment process and methods of analysis. The strategies and securities these Independent Managers invest in may have different or additional risks than those described in this Disclosure Brochure. The Advisor conducts due diligence of such managers, but the success of such recommendations relies to a great extent on an Independent Manager's ability to successfully implement the investment strategy for which they were selected. In addition, the Advisor does not have the ability to supervise Independent Managers on a day-to-day basis. Clients can find more information about the strategies and related risks of a recommended Independent Manager in Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss in the Manager's Form ADV 2A - Disclosure Brochure.

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 Renew Wealth or its owner. Renew Wealth values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 329069.

Item 10 – Other Financial Industry Activities and Affiliations

A. Financial Registration and Affiliations

Neither the Advisor nor its owner has an application pending to register as a broker-dealer or as a registered representative of a broker dealer.

B-C. Material Relationships

Insurance Agency Affiliations

As noted in Item 5, Mr. Simon is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from his role with Renew Wealth. As an insurance professional, Mr. Simon may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Simon is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Simon.

Other Business Activities

Mr. Simon also serves as an Operations Officer in the White House Military Office and as an Artillery Officer, US Army National Guard. Mr. Simon spends approximately 15 hours per month with these activities.

D. Other Investment Advisors

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio with one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described in Item 5.A. In such arrangements, the Advisor and the Independent Manager will each assume the responsibility for deducting their respective fees from the Client's account[s].

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

A. Code of Ethics

Renew Wealth has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Renew Wealth ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Renew Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Renew Wealth's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (703) 737-2220 or via email at info@renewwealthmgmt.com.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Renew Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by conducting a coordinated review of personal accounts and the accounts of the Clients. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Renew Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. At no time will Renew Wealth, or any Supervised Person of Renew Wealth, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Renew Wealth does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Renew Wealth to direct trades to the Custodian as agreed upon in the wealth management agreement. Further, Renew Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Renew Wealth does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Renew Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Renew Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices. Renew Wealth will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Renew Wealth maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab.

Participation in Institutional Advisor Platform

Renew Wealth has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Renew Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Renew Wealth receives access to software and related support without cost because the Advisor renders wealth management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services and support to Renew Wealth that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the

Advisor to recommend Schwab, which results in a potential conflict of interest. Renew Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

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

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. Renew Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. For example, the Advisor has access to research, products and services at no cost to the Advisor based on this relationship. Therefore, the Advisor has an incentive to recommend Schwab as the Clients' qualified custodian based on these benefits than solely on the most favorable execution.

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

3. *Directed Brokerage* - All Clients are serviced on a "directed brokerage basis", where Renew Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Renew Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian. Not all advisors require their clients to direct brokerage, which could limit the ability to achieve most favorable execution of Client transactions, and this practice may cost the Clients more money. As noted above, the Advisor typically recommends that Clients establish accounts at Schwab due to its low trading costs and trade execution capabilities. The Advisor's recommendation of Custodian is also in connection with its fiduciary duty to seek best execution.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Renew Wealth will execute its transactions through the Custodian as authorized by the Client. Renew Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. Client accounts are often traded individually and not grouped with other Client trades. Trading on an individual basis may result in less favorable price execution for a particular investment.

If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Simon. Formal reviews with the Client regarding their investments and the performance of their accounts are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Renew Wealth if changes occur in the

Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. Upon request, the Advisor will also provide Clients with periodic written reports regarding their holdings, allocations, and performance. The official record of the accounts and performance are maintained by the Custodian.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Renew Wealth

Renew Wealth may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Renew Wealth may receive non-compensated referrals of new Clients from various third-parties.

B. Compensation for Client Referrals

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

Item 15 - Custody

Renew Wealth does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Renew Wealth to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Renew Wealth to ensure accuracy, as the Custodian does not perform this review.

The ability to withdraw Its fees is a limited form of custody (i.e., constructive) custody. To mitigate this conflict and the requirement, each time the Advisor deducts its fee, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee.

For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Item 16 – Investment Discretion

Renew Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. 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 Renew Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of a wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by Renew Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Renew Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting. If the Client has questions regarding a proxy matter, the Advisor can be contacted at (703) 737-2220 for assistance.

Page 14

Item 18 – Financial Information

Neither Renew Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Renew Wealth to meet all obligations to its Clients. Neither Renew Wealth, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Renew Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor <u>does not</u> collect advance fees of \$500 or more for services to be performed <u>six months</u> or more in the future.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal Officer of Renew Wealth is James M. Simon, CFP[®]. Information regarding the formal education and background of Mr. Simon is included in his Form ADV 2B – Brochure Supplement below.

B. Other Business Activities of Principal Officer

Insurance Agency Affiliations

As noted in Item 5, Mr. Simon is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from his role with Renew Wealth. As an insurance professional, Mr. Simon may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Simon is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Simon.

Other Business Activities

Mr. Simon also serves as an Operations Officer in the White House Military Office and as an Artillery Officer, US Army National Guard. Mr. Simon spends approximately 15 hours per month with these activities.

C. Performance Fee Calculations

Renew Wealth does not charge performance-based fees for its wealth management services. The fees charged by Renew Wealth are as described in Item 5 – Fees and Compensation above and <u>are not</u> based upon the capital appreciation of the funds or securities held by any Client.

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Renew Wealth or Mr. Simon. Neither Renew Wealth nor Mr. Simon have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Renew Wealth or Mr. Simon.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding Renew Wealth or Mr. Simon.

E. Material Relationships with Issuers of Securities

Neither Renew Wealth nor Mr. Simon has any relationships or arrangements with issuers of securities.

Form ADV Part 2B – Brochure Supplement

for

James M. Simon, CFP[®], CPAFounder and Chief Compliance Officer

Effective: February 6, 2024

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of James M. Simon, CFP[®], CPA (CRD# 5098146) in addition to the information contained in the Renew Wealth Management LLC ("Renew Wealth" or the "Advisor", CRD# 329069) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Renew Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (703) 737-2220 or by email at info@renewwealthmgmt.com.

Additional information about Mr. Simon is available on the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 5098146.

Page 16

Item 2 – Educational Background and Business Experience

James M. Simon, CFP[®], CPA, born in 1983, is dedicated to advising Clients of Renew Wealth as its Founder and Chief Compliance Officer. Mr. Simon earned a Masters in Personal Financial Planning from College for Financial Planning in 2013 and a Bachelors in Liberal Arts from University of Florida in 2005. Additional information regarding Mr. Simon's employment history is included below.

Employment History:

Founder and Chief Compliance Officer, Renew Wealth Management LLC	10/2023 to Present
Operations Officer, White House Military Office	06/2021 to Present
Artillery Officer, US Army National Guard	11/2003 to Present
Director, Cresset Capital	09/2022 to 10/2023
VP - Financial Consultant, Charles Schwab	03/2010 to 08/2022

CERTIFIED FINANCIAL PLANNER™ ("CFP®")

The CERTIFIED FINANCIAL PLANNER[™], CFP^{®,} and federally registered CFP[®] (with flame design) marks (collectively, the "CFP[®] marks") are professional certification marks granted in the United States by CERTIFIED FINANCIAL PLANNER[™] Board of Standards, Inc. ("CFP[®] Board").

The CFP[®] certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP[®] certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 87,000 individuals have obtained CFP[®] certification in the United States.

To attain the right to use the CFP[®] marks, an individual must satisfactorily fulfill the following requirements:

- Education Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination Pass the comprehensive CFP[®] Certification Examination. The examination includes case
 studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues
 and apply one's knowledge of financial planning to real-world circumstances;
- Experience Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics Agree to be bound by CFP Board's Standards of Professional Conduct, a set of documents
 outlining the ethical and practice standards for CFP[®] professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP[®] marks:

- Continuing Education Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- Ethics Renew an agreement to be bound by the Standards of Professional Conduct. The Standards
 prominently require that CFP[®] professionals provide financial planning services at a fiduciary standard of
 care. This means CFP[®] professionals must provide financial planning services in the best interests of their
 clients.

CFP[®] professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP[®].

Certified Public Accountant[™] ("CPA")

CPAs are licensed and regulated by their state boards of accountancy. While state laws and regulations vary, the education, experience and testing requirements for licensure as a CPA generally include minimum college education (typically 150 credit hours with at least a baccalaureate degree and a concentration in accounting), minimum experience levels (most states require at least one year of experience providing services that involve the use of accounting, attest, compilation, management advisory, financial advisory, tax or consulting skills, all of which must be achieved under the supervision of or verification by a CPA), and successful passage of the Uniform CPA Examination. In order to maintain a CPA license, states generally require the completion of 40 hours of continuing professional education (CPE) each year (or 80 hours over a two-year period or 120 hours over a three-year period). Additionally, all American Institute of Certified Public Accountants[™] (AICPA[®]) members are required to follow a rigorous Code of Professional Conduct which requires that they act with integrity, objectivity, due care, competence, fully disclose any conflicts of interest (and obtain client consent if a conflict exists), maintain client confidentiality, disclose to the client any commission or referral fees, and serve the public interest when providing financial services. The vast majority of state boards of accountancy have adopted the AICPA's[®] Code of Professional Conduct within their state accountancy laws or have created their own.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Simon. Mr. Simon has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Simon.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. *As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Simon.*

However, we do encourage you to independently view the background of Mr. Simon on the Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with his full name or his Individual CRD# 5098146.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Mr. Simon is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Simon's role with Renew Wealth. As an insurance professional, Mr. Simon will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Simon is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Simon or the Advisor. Mr. Simon spends less than 10% of his time per month in this capacity.

Other Business Activities

Mr. Simon also serves as an Operations Officer in the White House Military Office and as an Artillery Officer, US Army National Guard. Mr. Simon spends approximately 15 hours per month with these activities.

Item 5 – Additional Compensation

Mr. Simon has additional business activities where compensation is received that are detailed in Item 4 above.

Item 6 – Supervision

Mr. Simon serves as the Founder and Chief Compliance Officer of Renew Wealth. Mr. Simon can be reached at (703) 737-2220. Renew Wealth has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Renew Wealth. Further, Renew Wealth

is subject to regulatory oversight by various agencies. These agencies require registration by Renew Wealth and its Supervised Persons. As a registered entity, Renew Wealth is subject to examinations by regulators, which may be announced or unannounced. Renew Wealth is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

A. Arbitrations and Regulatory Proceedings

State regulations require disclosure if any Supervised Person of the Advisor is subject to:

- 1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.
- 2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.

Mr. Simon does not have any disclosures to make regarding this Item.

B. Bankruptcy

If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed. Mr. Simon does not have any disclosures to make regarding this Item.

Privacy Policy

Effective: February 6, 2024

Our Commitment to You

Renew Wealth Management LLC ("Renew Wealth" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (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. Renew Wealth (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.

Renew Wealth 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?

Driver's license number	Date of birth
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 effectively 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, brokers, 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.	Yes	No
Marketing Purposes Renew Wealth 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 Renew Wealth 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 Renew Wealth 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

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 (703) 737-2220 or via email at info@renewwealthmgmt.com.