

# **BlackDiamond Wealth Management, Inc.**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 15, 2019**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of BlackDiamond Wealth Management, Inc. (“BlackDiamond” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (212) 784-6999.

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

Additional information about BlackDiamond and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 291459.

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## Item 2 – Material Changes

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

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

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor is no longer owned by Soup2Nuts Holdings, LLC, and is now directly owned by Sean Hollitz, Scott Ungar and Larry Greenwald.
- The Advisor may recommend a portion of a Client's portfolio be implemented through one or more unaffiliated investment managers or investment platforms. Please see Item 4 and 5.
- The Advisor has amended its fee billing process for investment advisory services. Please see Item 5.
- The Advisor engages paid solicitors for Client referrals. Please see Item 14.

### Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 291459. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (212) 784-6999.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

BlackDiamond Wealth Management, Inc. (“BlackDiamond” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”) which is organized as a Corporation under the laws of the State of New York. BlackDiamond was founded in April 2017, and is owned and operated by Sean Hollitz (Managing Partner), Scott Ungar (Partner & Chief Compliance Officer) and Larry Greenwald (Managing Partner). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by BlackDiamond.

### **B. Advisory Services Offered**

BlackDiamond offers investment advisory services to individuals, high net worth individuals, trusts, estates, and retirement plans (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. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

BlackDiamond provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. BlackDiamond 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. BlackDiamond will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

BlackDiamond’s investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. BlackDiamond 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.

BlackDiamond evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. BlackDiamond may recommend, on occasion, redistributing investment allocations to diversify the portfolio. BlackDiamond 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. BlackDiamond 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 BlackDiamond 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 their designated account[s] at the Custodian, pursuant to the terms of the Client investment advisory agreement. Please see Item 12 – Brokerage Practices.

#### Use of Independent Managers

BlackDiamond may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent

Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

BlackDiamond will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings and other areas of a Client's financial situation.

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

BlackDiamond 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 months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the 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 BlackDiamond to provide investment advisory services, each Client is required to enter into one or more advisory agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – BlackDiamond, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and destinations.
- Asset Allocation – BlackDiamond will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – BlackDiamond will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – BlackDiamond will provide investment management and ongoing oversight of the Client's investment portfolio.

## **D. Wrap Fee Programs**

BlackDiamond includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". The Advisor customizes its investment management services for its Clients. The Advisor provides the BlackDiamond Wrap Fee Program Brochure solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 –Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

## **E. Assets Under Management**

As of December 31, 2018, BlackDiamond manages \$52,712,306 in Client assets, all of which are on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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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**

#### Investment Management Services

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average daily balance of assets under management during the month. Investment advisory fees range up to 1.25% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory 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 BlackDiamond will be independently valued by the Custodian. BlackDiamond will not have the authority or responsibility to value portfolio securities.

#### Use of Independent Managers

For Client account[s] implemented through an Independent Manager, the Client's overall fees may include BlackDiamond's investment advisory fee (as noted above) plus advisory fees and/or platform fees charged by the Independent Manager[s], as applicable. The Independent Manager may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s]. In such instances, BlackDiamond will not charge its fee separately on those assets.

#### Financial Planning Services

BlackDiamond offers financial planning services for a fixed engagement fee based on a rate of 0.10% of the Client's net worth with a maximum fee of \$25,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total costs will be determined prior to establishing the advisory relationship.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective month end date. The annual fee is charged monthly, in arrears, based upon the average daily market value or assets under management. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly. Clients will be provided with a statement, at least

quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by BlackDiamond directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### **Use of Independent Managers**

Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add BlackDiamond's investment advisory fee and deduct the overall fee 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].

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

Clients that opt for investment management services may incur certain fees or charges imposed by third parties, other than BlackDiamond, 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. The fees charged by BlackDiamond for investment management services are separate and distinct from these custody and execution fees.

In addition, all fees paid to BlackDiamond for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of BlackDiamond, but would not receive the services provided by BlackDiamond 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 BlackDiamond to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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

#### **Investment Management Services**

BlackDiamond is compensated for its services at the end of the month in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory 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 investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### **Financial Planning Services**

BlackDiamond may require an advance deposit as described above. 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. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

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



BlackDiamond does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Certain Advisory Persons are also registered representatives of Purshe Kaplan Sterling Investments ("PKS"). PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In one's separate capacity as a registered representative of PKS, the Advisory Persons may implement securities transactions under PKS and not through BlackDiamond. In such instances, the Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by the Advisory Person in one's capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

BlackDiamond's investment advisor representatives are also licensed as independent insurance professionals. As an independent insurance professional, the Advisory Persons may earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any Advisory Person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

BlackDiamond does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

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## **Item 7 – Types of Clients**

BlackDiamond offers investment advisory services to individuals, high net worth individuals, trusts, estates and pension and profit sharing plans. The number of each type of Client is available on BlackDiamond's Form ADV Part 1A. These numbers may change over time and are updated at least annually by the Advisor. BlackDiamond generally does not impose a minimum account size for establishing a relationship.

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

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

BlackDiamond employs fundamental, technical, and cyclical methods of analysis in developing investment strategies for its Clients. Technical method of analysis may also be utilized when deemed appropriate to achieve a Client's specific goals. Research and analysis from BlackDiamond 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. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being

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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.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that BlackDiamond will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that BlackDiamond is recommending. The risks with cyclical analysis are similar to those of technical analysis.

As noted above, BlackDiamond generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. BlackDiamond 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, BlackDiamond 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. BlackDiamond 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 the Advisor's 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.

#### 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.

#### Options Contracts

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

#### Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

#### Frequent Trading

Frequent trading in securities can result in higher transaction costs in the Client's account[s]. For taxable accounts, frequent trading can also result in taxable transactions each year that would not be present in a buy-and-hold strategy. There are no guarantees that a frequent trading strategy will correctly time purchases and sales of any particular security.

**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**

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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.

Scott Ungar, CRD: 5199319, was the subject of a 2013 FINRA regulatory action where FINRA alleged that, in December 2010, in anticipation of moving to a new firm, Mr. Ungar violated Regulation S-P by removing client documentation from his member firm thereby placing clients' personal nonpublic information at risk. Mr. Ungar, without admitting or denying the allegations, settled the matter in November 2013 by agreeing to pay a \$5,000 fine.

You may independently view the background of Scott Ungar on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5199319. You may independently view the background of the Advisor on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 291459.

## Item 10 – Other Financial Industry Activities and Affiliations

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### Broker-Dealer Affiliation

As noted in Item 5.E, certain Advisory Persons are also registered representatives of PKS. In one's separate capacity as a registered representative, an Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither the Advisor nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in an Advisory Person's separate capacity as a registered representative.

### Insurance Agency Affiliations

As noted in Item 5.E, Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with BlackDiamond. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. An Advisory Person 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 an Advisory Persons or the Advisor.

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

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

BlackDiamond has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with BlackDiamond (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. BlackDiamond and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of BlackDiamond'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 our Code, please contact us at (212) 784-6999.

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

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

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

BlackDiamond allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have 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 may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by BlackDiamond requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

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

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

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

Where BlackDiamond 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 BlackDiamond. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. BlackDiamond 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, its reputation, and/or the location of the Custodian's offices. BlackDiamond will generally recommend that Clients establish their account[s] at Charles Schwab & Co. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". BlackDiamond maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

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. **BlackDiamond does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14.**

**2. Brokerage Referrals** - BlackDiamond 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 BlackDiamond 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]). In selecting the Custodian, BlackDiamond 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 designated Custodian.

### B. Aggregating and Allocating Trades

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

## **Item 13 – Review of Accounts**

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

Securities in Client accounts are monitored on a regular and continuous basis by Scott Ungar, Chief Compliance Officer of BlackDiamond. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

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

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify BlackDiamond if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

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

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

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### **A. Compensation Received by BlackDiamond**

BlackDiamond does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. BlackDiamond 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, BlackDiamond may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

BlackDiamond has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like BlackDiamond. As a registered investment advisor participating on the Schwab Advisor Services platform, BlackDiamond receives access to software and related support without cost because the Advisor renders investment 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 financial support to BlackDiamond 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. BlackDiamond believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### **B. Client Referrals from Solicitors**

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

#### **Item 15 – Custody**

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BlackDiamond 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 BlackDiamond 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 BlackDiamond to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

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

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BlackDiamond 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 BlackDiamond. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client’s execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by BlackDiamond will be in accordance with each Client’s investment objectives and goals.

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

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

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

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



# **BlackDiamond Wealth Management, Inc.**

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

**Effective: March 15, 2019**

This Form ADV2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices for BlackDiamond Wealth Management, Inc. ("BlackDiamond" or the "Advisor") services when offering services pursuant to a wrap program. This Wrap Fee Program Brochure shall always be accompanied by the BlackDiamond Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete BlackDiamond Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the BlackDiamond Disclosure Brochure, please contact us at (212) 784-6999.

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

Additional information about BlackDiamond and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 291459.



## Item 2 – Material Changes

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Form ADV 2 - Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses wrap fee programs offering by the Advisor.

### Material Changes

The following material changes have been made to this Wrap Fee Program Brochure since the last filing and distribution to Clients:

- The Advisor may recommend a portion of a Client's portfolio be implemented through one or more unaffiliated investment managers or investment platforms. Please see Item 4 and 5.
- The Advisor has amended its investment management fees for assets placed in the Wrap Fee Program. Please see Item 4.
- The Advisor has amended its billing process for investment advisory services. Please see Item 4.
- The Advisor engages paid solicitors for Client referrals. Please see Item 9.

### Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure (along with the complete BlackDiamond Disclosure Brochure) or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of BlackDiamond.

At any time, you may view this Wrap Fee Program Brochure and the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 291459. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (212) 784-6999.

## Item 3 – Table of Contents

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## Item 4 – Services Fees and Compensation

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### A. Services

BlackDiamond provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the BlackDiamond Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting BlackDiamond as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, BlackDiamond includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”. The Advisor sponsors the BlackDiamond Wrap Fee Program.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosures relating to the combination of securities transaction fees into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the BlackDiamond Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on BlackDiamond’s investment philosophy and related services.**

### B. Program Costs

Advisory services provided by BlackDiamond are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to BlackDiamond. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in the Client’s account[s]. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

### C. Fees

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average daily balance of assets under management during the month. Investment advisory fees range up to 1.50% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory 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 BlackDiamond will be independently valued by the Custodian. BlackDiamond will not have the authority or responsibility to value portfolio securities.

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client’s account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client’s account[s] at the beginning of the respective month end date. The annual fee is charged monthly, in arrears, based upon the average daily market value or assets under management. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian’s brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by BlackDiamond directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by BlackDiamond. Securities transaction fees for Client-directed trades may be charged back to the Client. Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. Under this Wrap Fee Program, BlackDiamond includes securities transactions costs as part of its overall investment advisory fee.

In addition, all fees paid to BlackDiamond for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, fees for trades executed away from the Custodian and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by BlackDiamond to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses of the Disclosure Brochure.

#### **D. Compensation**

BlackDiamond is the sponsor and portfolio manager of this Wrap Fee Program. BlackDiamond receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s].

### **Item 5 – Account Requirements and Types of Clients**

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BlackDiamond offers investment advisory services to individuals, high net worth individuals, trusts, estates, and retirement plans. BlackDiamond generally does not impose a minimum account size for establishing a relationship. Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.

### **Item 6 – Portfolio Manager Selection and Evaluation**

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#### **Portfolio Manager Selection**

BlackDiamond serves as sponsor and as portfolio manager for the services under this Wrap Fee Program.

#### **Related Persons**

BlackDiamond personnel serve as portfolio managers for this Wrap Fee Program. BlackDiamond does not serve as a portfolio manager for any third-party wrap fee programs.

#### **Performance-Based Fees**

BlackDiamond does not charge performance-based fees.

#### **Supervised Persons**

BlackDiamond Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4.A. – Firm Information of the Disclosure Brochure.

#### **Methods of Analysis**

Please see Item 8.A – Methods of Analysis of the Disclosure Brochure for details on the research and analysis methods employed by the Advisor.

#### **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. BlackDiamond 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.

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[s]. 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.

**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. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.**

#### **Proxy Voting**

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

### **Item 7 – Client Information Provided to Portfolio Managers**

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

### **Item 8 – Client Contact with Portfolio Managers**

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

### **Item 9 – Additional Information**

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#### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

BlackDiamond values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 291459. Please see Item 9 – Disciplinary Information of the Disclosure Brochure as well as Item 3 – Disciplinary Information of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

#### Other Financial Activities and Affiliations

Please see Item 10 – Other Financial Industry Activities and Affiliations and Item 14 – Client Referrals and Other Compensation of the Disclosure Brochure.

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

BlackDiamond has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to BlackDiamond's compliance program (our "Supervised Persons"). Complete details on the BlackDiamond Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading of the Disclosure Brochure.

#### Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of BlackDiamond under the supervision of the Chief Compliance Officer ("CCO"). Details of the review policies and practices are provided in Item 13 – Review of Accounts of the Disclosure Brochure.

#### Other Compensation

*Participation in Institutional Advisor Platform* – BlackDiamond has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like BlackDiamond. As a registered investment advisor participating on the Schwab Advisor Services platform, BlackDiamond receives access to software and related support without cost because the Advisor renders investment 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 financial support to BlackDiamond 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. BlackDiamond believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Please see Item 14 – Other Compensation of the Disclosure Brochure for details on additional compensation that may be received by BlackDiamond or its Advisory Persons. Each Advisory Person’s Brochure Supplement (included with this Wrap Fee Program Brochure) provides details on any outside business activities and the associated compensation.

#### Client Referrals from Solicitors

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

#### Financial Information

Neither BlackDiamond, nor its management have any adverse financial situations that would reasonably impair the ability of BlackDiamond to meet all obligations to its Clients. Neither BlackDiamond, nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. BlackDiamond is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance. Please see Item 18 – Financial Information of the Disclosure Brochure.

# **Form ADV Part 2B – Brochure Supplement**

**for**

**Sean M. Hollitz  
Managing Partner**

**Effective: March 15, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Sean M. Hollitz (CRD# 4085021) in addition to the information contained in the BlackDiamond Wealth Management, Inc. (“BlackDiamond” or the “Advisor”, CRD# 291459) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the BlackDiamond Disclosure Brochure or this Brochure Supplement, please contact us at (212) 784-6999.

Additional information about Mr. Hollitz is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4085021.

## Item 2 – Educational Background and Business Experience

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Sean M. Hollitz, born in 1976, is dedicated to advising Clients of BlackDiamond as the Managing Partner. Mr. Hollitz earned a Bachelors of Science in Fine & Applied Arts from University of Oregon in 1999. Additional information regarding Mr. Hollitz's employment history is included below.

### Employment History:

Managing Partner, BlackDiamond Wealth Management, Inc.	11/2017 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	03/2018 to Present
Financial Advisor, MML Investor Services Inc	09/2005 to 02/2018
Agent, Mass Mutual Financial	07/2005 to 02/2018
Owner, 511 Corp	07/2003 to 12/2014

## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Hollitz.*** Mr. Hollitz 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. Hollitz.

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. Hollitz.***

However, we do encourage you to independently view the background of Mr. Hollitz on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4085021.

## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Mr. Hollitz is also a registered representative of Purshe Kaplan Sterling Investments ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In Mr. Hollitz's separate capacity as a registered representative, Mr. Hollitz will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Hollitz. Neither the Advisor nor Mr. Hollitz will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. Hollitz's separate capacity as a registered representative.

### Insurance Agency Affiliations

Mr. Hollitz is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Hollitz's role with BlackDiamond. As an insurance professional, Mr. Hollitz may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Hollitz 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. Hollitz or the Advisor.

## Item 5 – Additional Compensation

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

## Item 6 – Supervision

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Mr. Hollitz serves as the Managing Partner of BlackDiamond and is supervised by Scott Ungar, the Partner & Chief Compliance Officer. Mr. Ungar can be reached at (212) 520-7872.

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BlackDiamond Wealth Management, Inc.  
404 5th Avenue, 3rd Floor, New York, NY 10018  
Phone: (212) 784-6999 \* Fax: (917) 565-8509  
[www.blackdiamondwealth.com](http://www.blackdiamondwealth.com)



BlackDiamond has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of BlackDiamond. Further, BlackDiamond is subject to regulatory oversight by various agencies. These agencies require registration by BlackDiamond and its Supervised Persons. As a registered entity, BlackDiamond is subject to examinations by regulators, which may be announced or unannounced. BlackDiamond 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.

## **Form ADV Part 2B – Brochure Supplement**

**for**

**Scott M. Ungar  
Partner & Chief Compliance Officer**

**Effective: March 15, 2019**

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Scott M. Ungar (CRD# 5199319) in addition to the information contained in the BlackDiamond Wealth Management, Inc. ("BlackDiamond" or the "Advisor", CRD# 291459) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the BlackDiamond Disclosure Brochure or this Brochure Supplement, please contact us at (212) 784-6999.

Additional information about Mr. Ungar is available on the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5199319.

## **Item 2 – Educational Background and Business Experience**

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Scott M. Ungar, born in 1984, is dedicated to advising Clients of BlackDiamond as a Partner & Chief Compliance Officer. Mr. Ungar attended New York University from 2002 to 2006. Additional information regarding Mr. Ungar's employment history is included below.

### **Employment History:**

Partner & Chief Compliance Officer, BlackDiamond Wealth Management, Inc.	02/2017 to Present
Financial Advisor, MML Investor Services LLC	03/2011 to 02/2018
Financial Advisor, MML Investor Services LLC	03/2011 to 06/2013
Financial Advisor, Northwestern Mutual	02/2008 to 02/2011

## **Item 3 – Disciplinary Information**

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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

Scott Ungar, CRD: 5199319, was the subject of a 2013 FINRA regulatory action where FINRA alleged that, in December 2010, in anticipation of moving to a new firm, Mr. Ungar violated Regulation S-P by removing client documentation from his member firm thereby placing clients' personal nonpublic information at risk. Mr. Ungar, without admitting or denying the allegations, settled the matter in November 2013 by agreeing to pay a \$5,000 fine.

However, we do encourage you to independently view the background of Mr. Ungar on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5199319.

## **Item 4 – Other Business Activities**

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### Insurance Agency Affiliations

Mr. Ungar is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Ungar's role with BlackDiamond. As an insurance professional, Mr. Ungar may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Ungar 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. Ungar or the Advisor.

## **Item 5 – Additional Compensation**

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Mr. Ungar has additional business activities that are detailed in Item 4 above.

## **Item 6 – Supervision**

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Mr. Ungar serves as a Partner and Chief Compliance Officer of BlackDiamond. Mr. Ungar can be reached at (212) 520-7872.

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## **Form ADV Part 2B – Brochure Supplement**

**for**

**Laurence E. Greenwald  
Managing Partner**

**Effective: March 15, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Laurence E. Greenwald (CRD# 1034663) in addition to the information contained in the BlackDiamond Wealth Management, Inc. (“BlackDiamond” or the “Advisor”, CRD# 291459) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the BlackDiamond Disclosure Brochure or this Brochure Supplement, please contact us at (212) 784-6999.

Additional information about Mr. Greenwald is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 1034663.

## Item 2 – Educational Background and Business Experience

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Laurence E. Greenwald, born in 1953, is dedicated to advising Clients of BlackDiamond as a Managing Partner. Mr. Greenwald earned a Bachelors of Art from University of Connecticut in 1975. Mr. Greenwald also earned an MBA from University of New Haven in 1978. Additional information regarding Mr. Greenwald's employment history is included below.

### Employment History:

Managing Partner, BlackDiamond Wealth Management, Inc.	11/2017 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	03/2018 to Present
Financial Advisor, MML Investor Services	02/2009 to 02/2018
Managing Director, SMH Capital Inc	01/2008 to 09/2008
Senior Managing Director, Leerink Swann & Company	05/2006 to 02/2007
Managing Director, RBC Capital Markets Corporation	11/2002 to 03/2006
Managing Director, RBC Dain Rauscher Inc.	07/1999 to 02/2004
Senior Vice President, Raymond James & Associates	03/1998 to 02/2004

## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Greenwald.*** Mr. Greenwald 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. Greenwald.

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. Greenwald.***

However, we do encourage you to independently view the background of Mr. Greenwald on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 1034663.

## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Mr. Greenwald is also a registered representative of Purshe Kaplan Sterling Investments ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In Mr. Greenwald's separate capacity as a registered representative, Mr. Greenwald will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Greenwald. Neither the Advisor nor Mr. Greenwald will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. Greenwald's separate capacity as a registered representative.

### Insurance Agency Affiliations

Mr. Greenwald is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Greenwald's role with BlackDiamond. As an insurance professional, Mr. Greenwald may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Greenwald 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. Greenwald or the Advisor.

## **Item 5 – Additional Compensation**

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

## **Item 6 – Supervision**

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Mr. Greenwald serves as a Managing Partner of BlackDiamond and is supervised by Scott Ungar, Partner & Chief Compliance Officer. Mr. Ungar can be reached at (212) 520-7872.

BlackDiamond has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of BlackDiamond. Further, BlackDiamond is subject to regulatory oversight by various agencies. These agencies require registration by BlackDiamond and its Supervised Persons. As a registered entity, BlackDiamond is subject to examinations by regulators, which may be announced or unannounced. BlackDiamond 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.

# **Form ADV Part 2B – Brochure Supplement**

**for**

**Kenneth E. Nuttall, CFP®**  
**Director of Financial Planning**

**Effective: March 15, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Kenneth E. Nuttall, CFP® (CRD# 6704812) in addition to the information contained in the BlackDiamond Wealth Management, Inc. (“BlackDiamond” or the “Advisor”, CRD# 291459) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the BlackDiamond Disclosure Brochure or this Brochure Supplement, please contact us at (212) 784-6999.

Additional information about Mr. Nuttall is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6704812.



## Item 2 – Educational Background and Business Experience

Kenneth E. Nuttall, CFP® born in 1977, is dedicated to advising Clients of BlackDiamond as the Director of Financial Planning. Mr. Nuttall earned a Bachelor of Science in Finance & Marketing from University of Delaware in 1999. Mr. Nuttall also earned a Master of Business Administration from Pace University in 2006. Additional information regarding Mr. Nuttall's employment history is included below.

### Employment History:

Director of Financial Planning, BlackDiamond Wealth Management, Inc.	03/2018 to Present
Investment Advisor Representative, Acorn Financial, LLC	10/2016 to 03/2018
Vice President, JP Morgan Chase, Inc.	01/1999 to 10/2016

### 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 71,000 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® certification.

### Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Nuttall.*** Mr. Nuttall 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. Nuttall.

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. Nuttall.***

However, we do encourage you to independently view the background of Mr. Nuttall on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6704812.

### Item 4 – Other Business Activities

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#### Insurance Agency Affiliations

Mr. Nuttall is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Nuttall's role with BlackDiamond. As an insurance professional, Mr. Nuttall may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Nuttall 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. Nuttall or the Advisor.

In addition to his insurance affiliation, Mr. Nuttall owns rental property in the state of Delaware. The rental property takes up approximately one hour per month of Mr. Nuttall time.

### Item 5 – Additional Compensation

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

### Item 6 – Supervision

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Mr. Nuttall serves as BlackDiamond's Director of Financial Planning and is supervised by Scott Ungar, the Chief Compliance Officer. Mr. Ungar can be reached at (212) 520-7872.

BlackDiamond has implemented a Code of Ethics, an internal compliance document, that guides each Supervised Person in meeting their fiduciary obligations to Clients of BlackDiamond. Further, BlackDiamond is subject to regulatory oversight by various agencies. These agencies require registration by BlackDiamond and its Supervised Persons. As a registered entity, BlackDiamond is subject to examinations by regulators, which may be announced or unannounced. BlackDiamond 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.

## Privacy Policy

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Effective: March 15, 2019

### Our Commitment to You

BlackDiamond Wealth Management, Inc. ("BlackDiamond" 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. BlackDiamond (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.

BlackDiamond 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?
<b>Servicing our Clients</b> 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
<b>Marketing Purposes</b> BlackDiamond 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 BlackDiamond or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> 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
<b>Information About Former Clients</b> BlackDiamond 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 (212) 784-6999.