



Engage Wealth Group, LLC.

**FORM ADV PART 2A – FIRM BROCHURE**  
**MARCH 31, 2026**

**ENGAGE WEALTH GROUP, LLC.**  
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This brochure provides information about the qualifications and business practices of Engage Wealth Group, LLC. (“Engage Wealth Group”). If you have any questions about the contents of this brochure, please contact us at (847)794-5000. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Engage Wealth Group is a Registered Investment Adviser. Registration as an Investment Adviser with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Additional information about Engage Wealth Group is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a IARD number. The IARD number for Engage Wealth Group is 307915.

## ITEM 2 – MATERIAL CHANGES

### SUMMARY OF MATERIAL CHANGES

This section of the Brochure will address only those “material changes” that have been incorporated since our last delivery or posting of this document on the SEC’s public disclosure website (IAPD) [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

On March 31, 2026, we submitted our annual updating amendment for 2025. As part of the filing, we amended Item 4 of our Form ADV Part 2 Brochure to disclose that we manage approximately \$113,950,423 in client assets on a discretionary basis and \$0 in client assets on a non-discretionary basis. Additionally, we updated our consulting fees in Item 5 and our risk disclosures in Item 8.

Currently, a free copy of our Brochure may be requested by contacting Edward W. Gjertsen II, Managing Member of Engage Wealth Group at 847-794-5000 or [ed@engagewealthgroup.com](mailto:ed@engagewealthgroup.com). It is also available on our website [www.engagewealthgroup.com](http://www.engagewealthgroup.com).

We encourage you to read this document in its entirety.

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## ITEM 4 – ADVISORY BUSINESS

This Disclosure document is being offered to you by Engage Wealth Group, LLC. (“Engage Wealth Group” or “Firm”) about the investment advisory services we provide. It discloses information about our services and the way those services are made available to you, the client.

We are a FEE-ONLY investment management firm located in Northfield, Illinois. We specialize in investment advisory and wealth management services for individuals, high-net-worth individuals, employer-sponsored retirement plans, foundations, charitable organizations, trusts, and estates. Our Firm became a registered investment adviser in May 2020. Edward W. Gjertsen II and Alexandra Gjertsen own the firm. Edward W. Gjertsen II is the Chief Compliance Officer.

We are committed to helping clients build, manage, and preserve their wealth, and providing clarity and direction to help clients achieve their stated financial goals. We will offer an initial complimentary meeting at our discretion; however, investment advisory services are initiated only after you and Engage Wealth Group execute an Investment Management Agreement.

### INVESTMENT AND WEALTH MANAGEMENT AND SUPERVISION SERVICES

We manage advisory accounts on a discretionary basis. For discretionary accounts, once we have determined a profile and investment plan with a client, we will execute the day-to-day transactions without seeking prior client consent. Account supervision is guided by the client's written profile and investment plan. We may accept accounts with certain restrictions if circumstances warrant. We primarily allocate client assets among various equities, Exchange Traded Funds (“ETFs”), no-load or load-waived mutual funds, and fixed-income positions in accordance with their stated investment objectives.

During discussions with clients, we determine the client’s objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review a client’s prior investment history, as well as family composition and background. Based on client needs, we develop a client’s personal profile and investment plan. We then create and manage the client’s investments based on that policy and plan.

It is the client’s obligation to notify us immediately if circumstances have changed with respect to their goals.

Once we have determined the types of investments to be included in your portfolio and allocated them, we will provide ongoing investment review and management services. This approach requires us to review your portfolio periodically.

We tailor our advisory services to meet the needs of our clients and seek to ensure that your portfolio is managed in a manner consistent with those needs and objectives. You will have the ability to leave standing instructions with us to refrain from investing in particular industries or invest in limited amounts of securities.

In all cases, you have a direct and beneficial interest in your securities rather than an undivided interest in a pool of securities. We do have limited authority to direct the Custodian to deduct our investment advisory fees from your accounts, but only with your appropriate written authorization.

Where appropriate, we provide advice about any type of legacy position held in client portfolios. Typically, these are assets that are ineligible to be custodied at our primary custodian. Clients will engage us to advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance, annuity contracts, and assets held in employer-sponsored retirement plans.

You are advised and are expected to understand that our past performance is not a guarantee of future results. Certain market and economic risks exist that adversely affect an account's performance. This could result in capital losses in your account.

#### Management of Held Away Assets

As part of our overall portfolio management services, we may provide asset allocation review, rebalancing and management services for accounts that are not held in custody of the qualified custodian(s) recommended by our firm. These services are provided through an account aggregation service called Pontera. The service primarily applies to ERISA and non-ERISA plan assets such as 401(k)s and 403(b)s, and other assets that must be held in custody of the plan custodian(s). We regularly review the available investment options in these accounts, monitor them, and periodically rebalance and implement our strategies using different tools as necessary. If you elect to allow us to manage your assets through Pontera, you will be notified via email when we place trades through Pontera.

#### **Disclosure Regarding Rollover Recommendations**

A client or prospect leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) rollover to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). Our Firm may recommend an investor roll over plan assets to an IRA for which our Firm provides investment advisory services. As a result, our Firm and its representatives may earn an asset-based fee. In contrast, a recommendation that a client or prospective client leave their plan assets with their previous employer or roll over the assets to a plan sponsored by a new employer will generally result in no compensation to our Firm. Our Firm, therefore, has an economic incentive to encourage a client to roll plan assets into an IRA that our Firm will manage, which presents a conflict of interest. To mitigate the conflict of interest, there are various factors that our Firm will consider before recommending a rollover, including but not limited to: (i) the investment options available in the plan versus the investment options available in an IRA, (ii) fees and expenses in the plan versus the fees and expenses in an IRA, (iii) the services and responsiveness of the plan's investment professionals versus those of our Firm, (iv) protection of assets from creditors and legal judgments, (v) required minimum distributions and age considerations, and (vi) employer stock tax consequences, if any. All rollover recommendations are reviewed by our Firm's Chief Compliance Officer, who remains available to address any questions that a client or prospective client has regarding the oversight.

We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. We have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests.

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#### **FINANCIAL PLANNING**

Through the financial planning process, we strive to engage our clients in conversations around the family's goals, objectives, priorities, vision, and legacy – both for the near term as well as for future generations. With each family's unique goals and circumstances in mind, our team will offer financial planning ideas and strategies to address the client's holistic financial picture, including estate, income tax, charitable, cash flow,

wealth transfer, and family legacy objectives. Our team partners with our client's other professionals (CPAs, Enrolled Agents, Estate Attorneys, Insurance Brokers, etc.) to coordinated efforts of all parties toward the client's stated goals. Such services include various reports on specific goals and objectives or general investment and/or planning recommendations, guidance to outside assets, and periodic updates.

Our specific services in preparing your plan may include:

- Review and clarification of your financial goals
- Assessment of your overall financial position including cash flow, balance sheet, investment strategy, risk management, and estate planning
- Creation of a unique plan for each goal you have, including personal and business real estate, education, retirement or financial independence, charitable giving, estate planning, business succession, and other personal goals
- Development of a goal-oriented investment plan, with input from various advisors to our clients around tax suggestions, asset allocation, expenses, risk, and liquidity factors for each goal. This includes IRA and qualified plans, taxable, and trust accounts that require special attention
- Design of a risk management plan including risk tolerance, risk avoidance, mitigation, and transfer, including liquidity as well as various insurance and possible company benefits; and
- Crafting and implementation of, in conjunction with your estate and/or corporate attorneys as tax advisor, an estate plan to provide for you and/or your heirs in the event of incapacity or death

A written evaluation of each client's initial situation or Financial Plan is provided to the client. An annual review may be provided by the Advisor, if indicated by the Client and Advisor per the Agreement. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

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## **CONSULTING SERVICES**

We also provide clients investment advice on a more-limited basis on one-or-more isolated areas of concern. Additionally, we provide advice on non-securities matters about the rendering of estate planning, insurance, real estate, and/or advice.

In these consultation engagements, you will be required to select your own investment managers, custodian and/or insurance companies for the implementation of consulting recommendations. If your needs include brokerage and/or other financial services, we will recommend the use of one of several investment managers, brokers, banks, custodians, insurance companies or other financial professionals. You must independently evaluate these firms before opening an account or transacting business, and you have the right to effect business through any firm you choose.

Retirement Plan Consulting Services includes providing participant enrollment meetings and assisting with participant education. While the primary clients for these services will be pension, profit sharing and 401(k) plans, we offer these services, where appropriate, to individuals and trusts and organizations.

When serving as an ERISA 3(21) investment advisor, the Plan Sponsor, and Our Firm share fiduciary responsibility. The Plan Sponsor retains ultimate decision-making authority for the investments and may accept or reject the recommendations in accordance with the terms of a separate ERISA 3(21) Plan Sponsor Investment Management Agreement between our Firm and the Plan Sponsor. Under the 3(21) agreement, our Firm provides the following services to the Plan Sponsor:

- Screen investments and make recommendations.
- Monitor the investments and suggests replacement investments when appropriate.

- Provide a quarterly monitoring report.
- Assist the plan sponsor in developing an Investment Policy Statement (“IPS”).
- Recommend QDIA alternatives.
- Recommend non-discretionary model portfolios.

We can also be engaged to provide Plan Consulting Services. Plan Consulting Services include financial education to Plan participants, participant seminars, benchmarking the Plan services, education to fiduciary committee members, and monitoring the service provider. The scope of education provided to participants will not constitute “investment advice” within the meaning of ERISA, and participant education will relate to general principles for investing and information about the investment options currently in the Plan. We may also participate in initial enrollment meetings and periodic workshops and enrollment meetings for new participants.

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### **THIRD PARTY MONEY MANAGERS**

Our firm may determine that engaging the expertise of an independent third-party money manager (“TPMM”) is best suited for the client’s account. If deemed appropriate for the client, our firm will recommend utilizing an independent TPMM to aid in the implementation of investment strategies for the client’s portfolio. In certain circumstances, we may allocate a portion of a portfolio to the TPMM for separate account management based upon the client’s individual circumstances and objectives, including, but not limited to, your account size and tax circumstances. Upon the recognition of such situations, in coordination with the client, the client will engage directly with the TPMM for the management of those assets. These TPMMs shall assist our Firm in managing the day - to - day investment operations of the various allocations, shall determine the composition of the investments comprising the allocation, shall determine what securities and other assets of the allocation will be acquired, held, disposed of or loaned in conformity with the written investment objectives, policies, and restrictions and other statements of each client comprising the allocation, or as instructed by our Firm.

TPMMs selected for your investments need to meet several quantitative and qualitative criteria established by us. Among the criteria that may be considered are the TPMM’s experience, assets under management, performance record, client retention, the level of client services provided, investment style, buy and sell disciplines, capitalization level, and the general investment process.

The Client is advised and should understand that:

- A TPMM’s past performance is no guarantee of future results;
- There is a certain market and/or interest rate risk which may adversely affect any TPMM’s objectives and strategies, and could cause a loss in a Client’s account(s); and
- Client risk parameters or comparative index selections provided to our firm are guidelines only, and there is no guarantee that they will be met or not be exceeded.

TPMMs take discretionary authority to determine the securities to be purchased and sold for the client. Our firm will work with the TPMM to communicate any trading restrictions or standing instructions to refrain from a particular industry requested by the Client. In all cases, trading restrictions will depend on the TPMM and their ability to accommodate such restrictions.

All performance reporting will be the responsibility of the respective TPMM. Such performance reports will be provided directly to you and our firm. Disclosures will indicate whether the Firm or the TPMM is providing the reporting.

We periodically review the performance of our TPMMs. Changes in the TPMM's management, performance, or geopolitical and macroeconomic specific events may trigger more frequent reviews.

Our Firm only enters into only a select number of relationships with TPMMs.

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#### **WRAP FEE PROGRAM**

We do not participate in a Wrap Fee Program.

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#### **ASSETS**

As of December 31, 2025, we have \$113,950,423 in discretionary assets under management and \$0 in non-discretionary assets under management.

### **ITEM 5 - FEES AND COMPENSATION**

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#### **INVESTMENT MANAGEMENT FEES AND COMPENSATION**

Our Firm charges a fee as compensation for providing Investment Management services on your account. These services include advisory services, trade entry, investment supervision, and other account maintenance activities. Our custodian charges transaction costs, custodial fees, redemption fees, retirement plans, and administrative fees or commissions. See Additional Fees and Expenses below for details.

The fees for investment management are based on an annual percentage of assets under management or a flat annual retainer billed in arrears and are applied to the household asset value on a pro rata basis. Asset management fees are billed monthly in arrears based on the average daily balance of the account(s) from the previous month. Fees are assessed on all assets under management, including securities, cash, and money market balances.

Our maximum investment advisory fee is 1.50%, or we may negotiate a lower advisory fee. The specific advisory fees are set forth in your Investment Advisory Agreement. Fees may vary based on the size of the account, complexity of the portfolio, extent of activity in the account, or other reasons agreed upon by us and you as the client. In certain circumstances, our fees and the timing of the fee payments may be negotiated. Our employees and their family-related accounts are charged a reduced fee for our services.

Although Engage Wealth Group does not require a minimum dollar value of any account to which it provides advisory and financial planning services, clients may be charged a minimum annual fee of \$6,000 (\$1,500 quarterly or \$500 a month). If a client maintains less than \$400,000 of assets under Engage Wealth Groups' management and is subject to the \$6,000 annual minimum fee, he or she will pay a higher percentage annual fee than the maximum 1.50% above. The minimum annual fee may be waived at the firm's discretion. Other advisers may have higher or lower fees than Engage Wealth Group. Cash and cash equivalents and any margin debt balances are included in the calculation of advisory fees, unless otherwise noted and agreed to in the executed Agreement.

Unless otherwise instructed by the Client, we will aggregate related client accounts for the purposes of determining the account size and annualized fee. The common practice is often referred to as "house-holding" portfolios for fee purposes and may result in lower fees than if fees were calculated on portfolios separately. Our method of house-holding accounts for fee purposes looks at the overall family dynamic and relationship. When applicable and noted in Appendix A of the Investment Management Agreement, legacy positions may also be excluded from the fee calculation.

The independent and qualified custodian holding your funds and securities will debit your account directly for the advisory fee and pay that fee to us. You will provide written authorization permitting the fees to be paid directly from your account held by the qualified custodian. Further, the qualified custodian agrees to deliver an account statement to you at least a quarterly basis indicating all the amounts deducted from the account including our advisory fees. Advisory fees are billed monthly in arrears based on the average daily balance of the account(s) during the previous month. For held away assets managed through Pontera, Pontera does not offer us the ability to deduct fees from the account. As such, fees for the management of held away assets will either be paid directly by you or deducted from another account that we manage for you at the qualified custodian(s) recommended by us. Fees for accounts managed through Pontera will be based on the value of the account on the last day of the quarter.

Either Engage Wealth Group, or you may terminate the management agreement immediately upon written notice to the other party. The management fee will be pro-rated to the date of termination based on the average daily balance for the month in which the cancellation notice was given and the earned fee will be billed to your account.

Upon termination, you are responsible for monitoring the securities in your account, and we will have no further obligation to act or advise with respect to those assets. In the event of the client's death or disability, Engage Wealth Group will continue the management of the account until we are notified of the client's death or disability and given alternative instructions by an authorized party.

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#### **FINANCIAL PLANNING FEES**

For stand-alone financial planning arrangements, Engage Wealth Group will negotiate the planning fees with the client using either a fixed fee or an hourly rate. Fees may vary based on the extent and complexity of the client's individual or family circumstances and the amount of the client's assets under our management. Engage Wealth Group will determine the client's fee for the designated financial advisory services based on a fixed fee arrangement described below. For clients who transition from a financial plan to an advisory client, we may apply a portion of financial planning fees as a credit against AUM fees at our discretion.

Under our fixed fee arrangement, any fee will be agreed upon in advance of services being performed. The fee will be determined based on factors including the complexity of the client's financial situation, agreed upon deliverables, and whether or not the client intends to implement any recommendations through Engage Wealth Group. Fixed fees for broad-based financial plans start at \$6,000. Fees can be paid via check to Engage Wealth Group from your personal bank account or can be invoiced and processed through a third-party nonaffiliated service. Clients will be asked to set up their bank account or credit card at the third-party to enable credit card or ACH payments. While the third-party allows firms like Engage Wealth Group to receive payments directly from the client's credit card or bank account, it does not give Engage Wealth Group access to the bank account itself, nor to any of the client's credit card or bank account information. Engage Wealth Group is not able to initiate any additional payments via the third-party as agreed upon and outlined in the Agreement.

Under an hourly rate agreement, we will provide consulting, analysis, and any deliverables agreed upon and our fees will be based on the amount of time we spend providing such services and deliverables, at an hourly rate of \$600 per hour. The hourly rate will include time spent meeting with you, time we spend researching and analyzing the agreed upon issues, as well as time we spend documenting or communicating with you about those issues. The hourly rate may be offered for a narrow scope of work to address specific, designated financial planning topics

Typically, we complete a plan within 30 days and will present it to the client within 90 days of the contract date, provided that the client has provided us with all information needed to prepare the financial plan. Fees are billed as a negotiated flat fee. The client may terminate the financial planning agreement by providing us with written notice. Upon termination, fees will be prorated to the date of termination, and any unearned portion of the fee will be refunded to the client based on an hourly rate of \$600.00. Services provided up to date of termination but not yet paid to Engage Wealth Group will be billed to the client based on the hourly rate of \$600.00 and will not exceed the initial stated planning fee. We will not require prepayment of more than \$600 in fees per client and six (6) or more months in advance of providing any services.

In no case are Engage Wealth Group fees based on, or related to, the performance of the client's funds or investments.

When both investment management or plan implementation and wealth planning services are offered, there is a conflict of interest since there is an incentive for us offering wealth planning services to recommend products or services for which Engage Wealth Group receives compensation. However, Engage Wealth Group will make all recommendations independent of such considerations and based solely on our obligations to consider the client's objectives and needs. As a wealth planning client, the client has the right not to act upon any of our recommendations and not affect the transaction(s) through us if the client decides to follow the recommendations.

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## **CONSULTING FEES**

We provide consulting services for clients who need advice on a limited scope of work. We will negotiate consulting fees with the client. The range of fees for Consulting Services may vary based on the extent and complexity of the consulting project. Engage Wealth will provide consulting, analysis, and any deliverables agreed upon and our fees will be based on the amount of time we spend providing such services and deliverables, at an hourly rate of \$600 per hour. The hourly rate will include time spent meeting with you, time we spend researching and analyzing the agreed upon issues, as well as time we spend documenting or communicating with you about those issues. Fees will be billed as services are rendered. Either party may terminate the agreement. Upon termination, fees will be prorated to the date of termination and any unearned portion of the fee will be refunded to you as described in the Agreement.

For clients who opt for ongoing financial planning and advisory services without our direct management of their investments, we typically charge a flat rate on a quarterly basis, ranging from \$1,500 to \$50,000 per quarter, depending on the complexity of the planning and the amount of assets to be considered.

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## **RETIREMENT PLAN CONSULTING SERVICES**

For Retirement Plan Advisory Services compensation, we charge an annual fee as negotiated with the client and as disclosed in the Employer Sponsored Retirement Plans Consulting Agreement ("Plan Consulting Agreement"). The compensation method is explained and agreed upon in advance before any services are rendered and detailed in the Agreement. Fixed annual fees range from \$5,000 to \$25,000 and basis point fees per annum range from 0.15% to 0.75%.

Plan advisory services begin with the effective date of the Plan Consulting Agreement, which is the date the client signs the Plan Consulting Agreement. For that calendar quarter, fees will be adjusted pro rata based upon the number of calendar days in the calendar quarter that the Agreement was effective. Our fee is billed in arrears on the last business day of the calendar month, as indicated in the Appendix of the Plan Consulting Agreement. For Plans where our fee is billed to the custodian, the fee is deducted directly from

the participant accounts. Written authorization permitting us to be paid directly from the custodial account is outlined in the Plan Consulting Agreement.

Either party may terminate the Plan Consulting Agreement at any time upon immediate notice. The client is responsible to pay for services rendered until the termination of the agreement.

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### **THIRD PARTY MONEY MANAGER (“TPMM”) FEES AND SERVICES**

Fees and billing methods are outlined in each respective TPMM’s Brochure and Advisory Contract. The Client pays an on-going fee directly to the TPMM based upon a percentage of your assets under management with respect to each TPMM. You will receive disclosure of all fees by the TPMM, which include the terms of the compensation arrangement and a description of the compensation paid, at the time of signing an advisory agreement with the TPMM. The minimum account size will vary from TPMM to TPMM. All such minimums will be disclosed in the respective TPMM’s Brochure. We may have the ability to negotiate such minimums for you. The fee to Engage Wealth Group is typically an added fee to the fee you pay the TPMM. Details are discussed with you and are disclosed in the management agreements. ,

You may terminate your relationship in accordance with the respective TPMMs’ disclosure documents. We may recommend you terminate the relationship with a TPMM. Factors involved in the termination of a TPMM may include a failure to adhere to their stated management style or your objectives, a material change in the professional staff of the TPMM, unexplained poor performance, unexplained inconsistency of account performance, or our decision to no longer include the TPMM on our list of approved TPMMs.

Account custodial services may be provided by several account custodians depending on the investment management program offered. Programs may have higher or lower fees than other programs available through Engage Wealth Group or available elsewhere. Investment management programs may differ in the services provided, and method or type of management offered, and each may have different account minimums. Client reports will depend upon the management program selected. Please see the complete details in the program brochure and custodial account agreement for each program recommended and offered.

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### **ADMINISTRATIVE SERVICES PROVIDED BY ORION**

We have contracted with Orion Advisor Technology “Orion” to utilize its technology platforms to support data reconciliation, performance reporting, fee calculation, client relationship maintenance, performance evaluations, and other functions related to the administrative tasks of managing client accounts. Due to this arrangement, Orion will have access to client accounts, but Orion will not serve as an investment advisor to our clients or bill the accounts. Engage Wealth Group, and Orion are non-affiliated companies. Orion charges our Firm an annual fee for each account administered by its software. Please note that the fee charged to the client will not increase due to the annual fee Engage Wealth Group pays to Orion.

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### **IRA ROLLOVER CONSIDERATIONS**

As a normal extension of financial advice, we provide education or recommendations related to the rollover of an employer-sponsored retirement plan. A plan participant leaving employment has several options. Each choice offers advantages and disadvantages, depending on desired investment options and services, fees and expenses, withdrawal options, required minimum distributions, tax treatment, and the investor’s unique financial needs and retirement plans. The complexity of these choices may lead an investor to seek assistance from us.

An Associated Person who recommends an investor roll over plan assets into an Individual Retirement Account (“IRA”) may earn an asset-based fee as a result, but no compensation if assets are retained in the plan. Thus, we have an economic incentive to encourage an investor to roll plan assets into an IRA. In most cases, fees and expenses will increase to the investor as a result because the above-described fees will apply to assets rolled over to an IRA and outlined ongoing services will be extended to these assets.

We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. We have to act in your best interests and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests.

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**ADDITIONAL FEES AND EXPENSES:**

In addition to the advisory fees paid to our Firm, clients may also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks, and other financial institutions (collectively “Financial Institutions”). These additional charges may include securities, transaction fees, custodial fees, fees charged by the Independent Managers, charges imposed directly by a mutual fund or ETF in a client’s account, as disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer, and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Engage Wealth Group’s brokerage practices are described at length in Item 12, below.

Engage Wealth Group may include mutual funds and exchange-traded funds (“ETFs”) in our investment strategies. Engage Wealth Group’s policy is to purchase institutional share classes of those mutual funds selected for the client’s portfolio. The institutional share class generally has the lowest expense ratio. The expense ratio is the annual fee that all mutual funds or ETFs charge their shareholders. It expresses the percentage of assets deducted each fiscal year for funds expenses, including 12b-1 fees, management fees, administrative fees, operating costs, and all other asset-based costs incurred by the fund. Some fund families offer different classes of the same fund, and one share class may have a lower expense ratio than another share class. These expenses come from client assets which could impact the client’s account performance. Mutual fund expense ratios are in addition to our fee, and we do not receive any portion of these charges. If an institutional share class is not available for the mutual fund selected, the adviser will purchase the least expensive share class available for the mutual fund. As share classes with lower expense ratios become available, Engage Wealth Group may use them in the client’s portfolio, and/or convert the existing mutual fund position to the lower-cost share class. Clients who transfer mutual funds into their accounts with Engage Wealth Group would bear the expense of any contingent or deferred sales loads incurred upon selling the product. If a mutual fund has a frequent trading policy, the policy can limit a client’s transactions in shares of the fund (e.g., for rebalancing, liquidations, deposits or tax harvesting). All mutual fund expenses and fees are disclosed in the respective mutual fund prospectus.

When selecting investments for our clients’ portfolios, we might choose a security on your account custodian’s Non-Transaction Fee (NTF) list. This means that your account custodian will not charge a transaction fee or commission associated with the purchase or sale of the mutual fund and ETFs.

The mutual fund and exchange-traded fund companies that choose to participate in your custodian’s NTF fund program pay a fee to be included in the NTF program. The fees paid by these companies to participate

in the program are ultimately borne by the owners of the mutual fund or exchange-traded fund including clients of our Firm. When we decide whether to choose a fund from your custodian's NTF list or not, we consider our expected holding period of the fund, the position size and the expense ratio of the fund versus alternative funds. Depending on our analysis and future events, NTF funds might not always be in your best interest.

## ITEM 6 – PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

We do not charge advisory fees on a share of the capital appreciation of the funds or securities in a client account (so-called performance-based fees), nor engage side by side management.

## ITEM 7 - TYPES OF CLIENTS

We provide investment advice to individuals, high net worth individuals, employee-sponsored retirement plans, foundations, charitable organizations, trusts, and estates.

Although Engage Wealth Group does not require a minimum dollar value of any account to which it provides advisory and financial planning services, each client will be charged a minimum annual fee of \$6,000 (\$1,500 quarterly or \$500 a month). If a client maintains less than \$400,000 of assets under Engage Wealth Groups' management and is subject to the \$6,000 annual minimum fee, he or she will pay a higher percentage annual fee than the maximum 1.50% above. The minimum annual fee may be waived at the firm's discretion.

## ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS

### METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

Currently, Engage Wealth recommends that clients primarily allocate investment management assets among one or more of the following various securities: individual equities, individual fixed income, mutual funds and exchange-traded funds and other exchange-traded products on a discretionary basis in accordance with the investment objectives of the client as set forth in an Investment Policy Statement prepared by Engage Wealth for review and acceptance by the client. Engage Wealth employs fundamental and technical analyses to formulate investment advice. Engage Wealth does not have any proprietary investment products and, accordingly, does not invest any client funds in such investments.

A. Fundamental Analysis. Fundamental analysis of a business involves analyzing its income statement, financial statements and health, its management and competitive advantages, and its competitors and markets. Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, since the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock. Therefore, unforeseen market conditions and/or company developments may result in significant price fluctuations that can lead to investor losses.

B. Technical Analysis. Technical analysis seeks to identify price patterns and trends in financial markets and attempt to exploit those patterns. The Firm follows and examines such indicators as price, volume, moving averages of the price, and market sentiment. Since technical analysis predictions are only extrapolations from historical price patterns, investors bear risk that these patterns will not reoccur as expected. Moreover, technical analysis does not consider the underlying financial condition of a company. This presents a risk to an investor, since a poorly managed or financially unsound company may underperform regardless of market movement.

C. Risks for All Forms of Analysis. The Firm's investment analysis methods rely on the assumption that the companies or funds whose securities Engage Wealth purchases and sells, the rating agencies that review such securities, and other publicly available sources of information about such securities, are providing accurate and unbiased data. There is always a risk that Engage Wealth's analysis may be compromised by inaccurate or misleading information.

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## **INVESTMENT STRATEGIES**

Engage Wealth employs the following investment strategies to implement investment advice given to clients:

1. Long-Term Purchases. Engage Wealth mostly purchases securities with the idea of holding them in the client's account for a year or longer. The Firm may do this because it believes the securities to be currently undervalued. Engage Wealth may do this because it wants exposure to a particular asset class over time, regardless of the current projection for this class. A risk in a long-term purchase strategy is that, by holding the security for this length of time, short-term gains may not be taken advantage of that could be profitable to a client. Moreover, if Engage Wealth's projections are incorrect, a security may decline sharply in value before the Firm makes the decision to sell.

2. Short-Term Purchases. At times, Engage Wealth may also purchase securities with the idea of selling them within a relatively short time (typically a year or less). The Firm may do this in an attempt to take advantage of conditions that it believes will soon result in a favorable price swing in the securities purchased. A risk in a short-term purchase strategy is that, should the anticipated price swing not materialize, Engage Wealth is left with the choice of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss. In addition, this strategy involves more frequent trading than does a longer-term strategy and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

3. Options Strategies. Engage Wealth and its sub-advisers may engage in options transactions for the purpose of hedging risk and/or generating portfolio income. The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security, depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract shall be with the intent of "hedging" a potential market risk in a client's portfolio and/or generating income for a client's portfolio. Please note: Certain options-related strategies (i.e., straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct Engage Wealth, in writing, not to employ any or all such strategies for client's accounts.

4. Covered Call Writing. Covered call writing is the sale of in-, at-, or out-of-the-money call options against a long security position held in a client portfolio. This type of transaction is intended to generate income. It also serves to create downside protection in the event the security position declines in value. Income is received from the proceeds of the option sale. Such income may be reduced to the extent it is necessary to buy back the option position before its expiration. This strategy may involve a degree of trading velocity, transaction costs, and significant losses if the underlying security has volatile price movement. There can be no assurance that the security will not be called away by the option buyer, which will result in

the client (option writer) to lose ownership in the security and incur potential unintended tax consequences. Covered call strategies are generally suited for positions with little price volatility.

5. Long Put Option Purchases. Long put option purchases allow the option holder to sell or “put” the underlying security at the contract strike price at a future date. If the price of the underlying security declines in value, the value of the long-put option increases. In this way, long puts are often used to hedge a long stock position. Options are wasting assets and expire (usually within nine months of issuance), and, as a result, can expose the investor to significant loss.

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## RISK OF LOSS

Clients must understand that past performance is not indicative of future results. Therefore, current and prospective clients should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities involves risk of loss. Further, depending on the different types of investments, there will be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss, including loss of original principal.

Because of the inherent risk of loss associated with investing, our Firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines.

Investors should be aware that accounts are subject to the following risks:

- **MARKET RISK** - Even a long-term investment approach cannot guarantee a profit. Economic, political, and issuer-specific events will cause the value of securities to rise or fall. Because the value of investment portfolios will fluctuate, there is the risk that you will lose money, and your investment may be worth more or less upon liquidation.
- **FOREIGN SECURITIES AND CURRENCY RISK** - Investments in international and emerging-market securities include exposure to risks such as currency fluctuations, foreign taxes and regulations, and the potential for illiquid markets and political instability.
- **CAPITALIZATION RISK** - Small-cap and mid-cap companies may be hindered as a result of limited resources or less diverse products or services. Their stocks have historically been more volatile than the stocks of larger, more established companies.
- **POLITICAL AND POLICY RISK** - Each administration presents its own set of policy risks that could impact investors. One of the policy tools that an administration can implement is the imposition of tariffs, or the threats thereof. The scope, implementation, and duration of tariffs can create uncertainty domestically and globally. Industries that rely on imported raw material or that have heavily integrated cross-border manufacturing practices may be most impacted by the imposition of tariffs. However, it is challenging to predict the impact of actual and/or threatened tariffs and impossible to predict future policy decisions. When tariffs are imposed, there is also a higher probability that retaliatory tariffs could be imposed, which could further impact industries and products. Tariffs in general can also permanently alter global supply chains and have far-reaching indirect impacts. Tariffs can hurt economic growth and add to inflation, which can lead to rising interest rates.
- **INTEREST RATE RISK** - In a rising rate environment, the value of fixed-income securities generally declines, and the value of equity securities may be adversely affected.

- **CREDIT RISK** - Credit risk is the risk that the issuer of a security may be unable to make interest payments and/or repay principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value and thus, impact the fund's performance.
- **EXCHANGE-TRADED FUNDS** - ETFs face market-trading risks, including the potential lack of an active market for shares, losses from trading in the secondary markets, and disruption in the creation/redemption process of the ETF. Any of these factors may lead to the fund's shares trading at either a premium or a discount to its "net asset value."
- **PERFORMANCE OF UNDERLYING MANAGERS** - We select the mutual funds and ETFs in the asset allocation portfolios. However, we depend on the manager of such funds to select individual investments in accordance with their stated investment strategy.
- **CYBERSECURITY RISK** - In addition to the Material Risks listed above, investing involves various operational and "cybersecurity" risks. These risks include both intentional and unintentional events at Engage Wealth Group or one of its third-party counterparties or service providers, that may result in a loss or corruption of data, result in the unauthorized release or other misuse of confidential information, and generally compromise our Firm's ability to conduct its business. A cybersecurity breach may also result in a third-party obtaining unauthorized access to our clients' information, including social security numbers, home addresses, account numbers, account balances, and account holdings. Our Firm has established business continuity plans and risk management systems designed to reduce the risks associated with cybersecurity breaches. However, there are inherent limitations in these plans and systems, including that certain risks may not have been identified, in large part because different or unknown threats may emerge in the future. As such, there is no guarantee that such efforts will succeed, especially because our Firm does not directly control the cybersecurity systems of our third-party service providers. There is also a risk that cybersecurity breaches may not be detected.
- **OPTIONS** - An option is a financial derivative that represents a contract sold by one party (the option writer) to another party (the option holder). The contract offers the buyer the right, but not the obligation, to buy (call) or sell (put) a security or other financial asset at an agreed-upon price (the strike price) during a certain period of time or on a specific date (exercise date). Options are extremely versatile securities. Traders use options to speculate, which is a relatively risky practice, while hedgers use options to reduce the risk of holding an asset.
- **RISKS ASSOCIATED WITH INVESTING IN INVERSE AND LEVERAGED FUNDS** - Leveraged mutual funds and ETFs generally seek to deliver multiples of the daily performance of the index or benchmark that they track. Inverse mutual funds and ETFs generally seek to deliver the opposite of the daily performance of the index or benchmark that they track. Inverse funds often are marketed as a way for investors to profit from, or at least hedge their exposure to, downward-moving markets. Some Inverse funds are both inverse and leveraged, meaning that they seek a return that is a multiple of the inverse performance of the underlying index. To accomplish their objectives, leveraged and inverse funds use a range of investment strategies, including swaps, futures contracts, and other derivative instruments. Leveraged, inverse, and leveraged inverse funds are more volatile and riskier than traditional funds due to their exposure to leverage and derivatives, particularly total return swaps and futures. At times, we may recommend leveraged and/or inversed funds, which may amplify gains and losses.

Most leveraged funds are typically designed to achieve their desired exposure on a daily (in a few cases, monthly) basis, and reset their leverage daily. A "single day" is measured from the time the leveraged fund calculates its net asset value ("NAV") to the time of the leveraged fund's next NAV calculation. The return of the leveraged fund for periods longer than a single day will be the result of each day's returns compounded over the period. Due to the effect of this mathematical compounding, their performance over longer periods of time can differ significantly from the performance (or inverse performance) of their underlying index or benchmark during the same period of time. For periods longer than a single day, the leveraged fund will lose money when the level of the Index is flat, and the leveraged fund may lose money even if the level of the Index rises. Longer holding periods, higher index volatility, and greater leverage all exacerbate the impact of compounding on an investor's returns. During periods of higher Index volatility, the volatility of the Index may affect the leveraged fund's return as much as or more than the return of the Index itself. Therefore, holding leveraged, inverse, and leveraged inverse funds for longer periods of time increases their risk due to the effects of compounding and the inherent difficulty in market timing. Leveraged funds are riskier than similarly benchmarked funds that do not use leverage. Non-traditional funds are highly volatile and not suitable for all investors. They provide the potential for significant losses.

- **ARTIFICIAL INTELLIGENCE RISK:** We may rely on programs and systems that utilize AI, machine learning, probabilistic modeling, and other data science technologies ("AI Tools") when delivering our services. AI Tools are also used to record and transcribe client meetings. Clients should note that AI Tools are highly complex, and are known to have been flawed, hallucinate, reflect biases included in the data on which such tools are trained, be of poor quality, or be otherwise harmful. AI Tools present Cybersecurity Risk. The U.S. and global legal and regulatory environment relating to the use of AI Tools is uncertain and rapidly evolving, and could require changes in the firm's implementation of AI Tools and increase compliance costs and the risk of non-compliance. Further, the firm may rely on AI Tools developed by third parties, and the firm has limited control over the accuracy and completeness of such AI Tools. Clients who do not want us to record their meetings have the option to opt out at the time of the meeting.
- **SECURITIES BACKED LINES OF CREDIT (SBLOCs):** SBLOCs are non-purpose loans where you pledge assets in your account as collateral in return for a loan. The loan proceeds can be used for purposes other than to purchase or trade securities. Depending on your objectives, we can help you apply for a SBLOC. This can be a strategic alternative to liquidating assets to pay for unexpected expenses, a business opportunity, or a personal goal, any of which could trigger capital gain taxes. While we do not receive a fee for arranging these loans, our assistance in this process presents a conflict of interest, as we have an incentive for you to maintain these assets in your account instead of liquidating them, as liquidation could decrease the asset-based fees that we earn for managing your account. To address this conflict, we only make recommendations to obtain such loans when we believe obtaining a SBLOC is in the best interests of clients. Clients should note that they retain the ultimate decision to obtain such loans. The following are some of the primary risks associated with obtaining a SBLOC:
  - Interest rate payments on the principal balance of the loan are not fixed and may increase;

- If the value of the securities pledged as collateral decreases, you will be liable for any deficiency;
- The lender can force the sale or liquidation of securities held as collateral without contacting you in advance;
- to meet collateral requirements and you are not entitled to choose which securities are liquidated or sold;
- You are only entitled to draw on the line to the extent there is credit availability; and
- There may be additional risks when money funds or similar investments may produce less interest income or other yield than the interest you are paying on the loan.

We urge our clients to carefully read all disclosures and agreements prior to entering into an SBLOC or non-purpose loan. While we can assist in the application process, we are not involved in the approval process.

## ITEM 9 - DISCIPLINARY INFORMATION

We do not have any legal, financial, or other “disciplinary” item to report.

## ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

### THIRD PARTY MONEY MANAGER RELATIONSHIPS

Please refer to Item 4 and Item 5 above for more information about the selection of TPMMs used with our investment services. Our firm will invoice separately for Engage Wealth Group’s portion of the advisory fee. A conflict of interest may arise for our firm when utilizing a TPMM due to the receipt of discounts or services that are not available to us from another similar TPMM. In order to minimize this conflict, our firm will make our recommendations and selections of TPMMs in the best interest of our clients.

### INSURANCE

Certain IARs retain an insurance license to enable them to consult on various life insurance products, long-term care, and fixed annuities. As a FEE-ONLY firm, the IARs receive no compensation (commissions, trails, or other compensation from the respective product sponsors).

## ITEM 11 - CODE OF ETHICS

Our Firm and persons associated with us are allowed to invest for their own accounts, or to have a financial investment in the same securities or other investments that we recommend or acquire for your account and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates a conflict of interest. We recognize the fiduciary responsibility to act in your best interest and have established policies to mitigate conflicts of interest.

We have developed and implemented a Code of Ethics that sets forth standards of conduct expected of our advisory personnel to mitigate this conflict of interest. The Code of Ethics addresses, among other things, personal trading, gifts, and the prohibition against the use of inside information.

The Code of Ethics is designed to protect our clients to detect and deter misconduct, educate personnel regarding the firm’s expectations and laws governing their conduct, remind personnel that they are in a position of trust and must act with complete propriety at all times, protect the reputation of Engage Wealth

Group, safeguard against the violation of the securities laws, and establish procedures for personnel to follow so that we may determine whether their personnel are complying with the firm's ethical principles.

We have established the following restrictions in order to ensure our firm's fiduciary responsibilities:

- A director, officer, or employee of Engage Wealth Group shall not buy or sell any securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No supervised employee of Engage Wealth Group shall prefer his or her own interest to that of the advisory client. Trades for supervised employees are traded alongside client accounts.
- We maintain a list of all securities holdings of anyone associated with this advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer/individual of Engage Wealth Group.
- We emphasize the unrestricted right of the client to decline implementation of any advice rendered, except in situations where we are granted discretionary authority of the client's account.
- We require that all supervised employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
- Any supervised employee not in observance of the above may be subject to termination.

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#### **INVESTMENT POLICY**

None of our associated persons may affect for himself/herself or for accounts in which he/she holds a beneficial interest, any transactions in a security which is being actively recommended to any of our clients, unless in accordance with the Firm's procedures.

You may request a complete copy of our Code by contacting us at the address, telephone, or email on the cover page of this Part 2; ATTN: Edward W. Gjertsen II, Chief Compliance Officer.

#### **ITEM 12 - BROKERAGE PRACTICES**

We have institutional custodial relationships with Charles Schwab & Co., Inc. (Schwab) and Interactive Brokers, LLC ("Interactive Brokers"). Schwab and Interactive Brokers are members of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

We believe that Schwab and Interactive Brokers provide quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by Schwab and Interactive Brokers, including the value of research provided, the companies' reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services Schwab and Interactive Brokers provide, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

##### **Charles Schwab & Co., Inc**

Schwab is an independent and unaffiliated registered broker-dealer. Schwab will hold your assets in a brokerage account and will buy and sell securities in your account(s) upon our instructions. While we recommend that you use Schwab as custodian/broker, you will decide whether to do so and you will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you.

### *Your Custody and Brokerage Costs*

Schwab generally does not charge you separately for custody services, but it is compensated by charging commissions or other fees on certain trades that it executes or that settle into your Schwab account. In addition to commissions, Schwab charges a flat dollar amount as a “prime broker” or “trade away” fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account.

### *Research and Other Soft Dollar Benefits*

Although not considered “soft dollar” compensation, we may receive some economic benefits from Schwab Advisor Services in the form of access to its institutional brokerage, trading, custody, reporting, and related services, many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients’ accounts while others help us manage and grow our business. Schwab’s support services are generally available on an unsolicited basis (we do not have to request them) and at no charge to us. Below is a detailed description of Schwab’s support services:

*Services that Benefit You:* Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab’s services described in this paragraph generally benefit you and your account.

*Services that May Not Directly Benefit You:* Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients’ accounts. They include investment research, both Schwab’s own and that of third parties. We may use this research to service all or some substantial number of our clients’ accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- provide access to client account data (such as duplicate trade confirmations and account statements);
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
- provide pricing and other market data;
- facilitate payment of our fees from our clients’ accounts; and
- assist with back-office functions, recordkeeping, and client reporting.

*Services that Generally Benefit Only Us:* Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- educational conferences and events;
- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants, and insurance providers.

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party’s fees. Schwab may also provide us with other benefits such as occasional business entertainment for our personnel.

### **Interactive Brokers, LLC.**

Interactive Brokers is an independent and unaffiliated SEC-registered broker-dealer. Interactive Brokers offers services, which include custody of securities, trade execution, clearance, and settlement of transactions. Our investment adviser representatives are not registered representatives of Interactive Brokers; and, they do not receive commissions or other compensation from recommending the brokerage or custodial services offered by Interactive Brokers.

We receive additional benefits from Interactive Brokers such as electronic delivery of client information, electronic trading platforms, institutional trading support, proprietary and/or third-party research, continuing education, practice management advice, and other services provided by custodians for the benefit of investment advisors.

The receipt of additional benefits gives us an incentive to require that you maintain your account with Interactive Brokers based on our interest in receiving Interactive Brokers' services rather than your interest in receiving the best value and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that our selection of Interactive Brokers as custodian and broker is in the best interests of our clients. Our belief is primarily supported by the scope and quality of services Interactive Brokers provides to our clients and not services that benefit only us. Additionally, these benefits are offered to all investment advisers that use Interactive Brokers for brokerage and execution services and not just our firm.

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#### **BROKERAGE FOR CLIENT REFERRALS**

Our Firm does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

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#### **AGGREGATION AND ALLOCATION OF TRANSACTIONS**

We may aggregate transactions if we believe that aggregation is consistent with the duty to seek best execution for our clients and is consistent with the disclosures made to clients and terms defined in the client investment advisory agreement. No advisory client will be favored over any other client, and each account that participates in an aggregated order will participate at the average share price (per custodian) for all transactions in that security on a given business day.

If we do not receive a complete fill for an aggregated order, we will allocate the order on a pro-rata basis. If we determine that a pro-rata allocation is not appropriate under the particular circumstances, we will base the allocation on other relevant factors, which may include:

- When only a small percentage of the order is executed, with respect to purchase allocations, allocations may be given to accounts high in cash
- With respect to sale allocations, allocations may be given to accounts low in cash
- We may allocate shares to the account with the smallest order, or to the smallest position, or to an account that is out of line with respect to security or sector weightings, relative to other portfolios with similar mandates
- We may allocate to one account when that account has limitations in its investment guidelines prohibiting it from purchasing other securities that we expect to produce similar investment results and that can be purchased by other accounts in the block
- If an account reaches an investment guideline limit and cannot participate in an allocation, we may reallocate shares to other accounts. For example, this may be due to unforeseen changes in an account's assets after an order is placed

- If a pro-rata allocation of a potential execution would result in a de Minimis allocation in one or more accounts, we may exclude the account(s) from the allocation
- We will document the reasons for any deviation from a pro-rata allocation.

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### **TRADE ERRORS**

We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole, and we will absorb any loss resulting from the trade error if the error was caused by the Firm. If the error is caused by the Custodian, the Custodian will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to charity. We will never benefit or profit from trade errors.

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### **DIRECTED BROKERAGE**

We typically do not permit you to direct brokerage. We have established institutional custodial relationships with several custodial broker dealers (listed above). Clients have the option to select one of those custodial broker dealers. The client is responsible for executing all account opening documents directly with the custodial broker dealer. We place trades for your account subject to our duty to seek best execution and other fiduciary duties.

## **ITEM 13 - REVIEW OF ACCOUNTS**

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### **ACCOUNT REVIEWS AND REVIEWERS – INVESTMENT SUPERVISORY SERVICES**

Our Investment Adviser Representatives will monitor client accounts on a regular basis and perform periodic reviews with each client. All accounts are reviewed for consistency with client investment strategy, asset allocation, risk tolerance, and performance relative to the appropriate benchmark. More frequent reviews may be triggered by changes in an account holder's personal, tax, or financial status. Geopolitical and macroeconomic specific events may also trigger reviews.

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### **STATEMENTS AND REPORTS**

The custodian for the individual client's account will provide clients with an account statement at least quarterly.

Reports may also be provided at every client meeting. Communication with clients will be done on an as-needed basis.

You are urged to compare the reports provided by Engage Wealth Group against the account statements you receive directly from your account custodian.

Financial Planning only clients (i.e. those who have no assets under management with us in our advisory program) will not receive regular reports from the firm.

## **ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION**

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### **CUSTODIAN BENEFITS**

As described in Item 12 above, we receive economic benefits from our custodial broker-dealer in the form of support products and services they make available to us and other independent investment advisors whose clients maintain their accounts at these custodial broker-dealers. The availability of custodial products and services is not dependent upon or based on the specific investment advice we provide our clients, such as buying or selling specific securities or specific types of securities for our clients. The products and services provided by the custodial broker-dealer, how they benefit us, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices).

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### **ECONOMIC BENEFITS RECEIVED FROM VENDORS AND PRODUCT SPONSORS**

Occasionally, our firm and our Associated Persons will receive additional compensation from vendors. Compensation could include such items as gifts; an occasional dinner or ticket to a sporting event; reimbursement in connection with educational meetings with an Associated Person, reimbursement for consulting services, client workshops, or events; or marketing events or advertising initiatives, including services for identifying prospective clients. Receipt of additional economic benefits presents a conflict of interest because our firm and Associated Persons have an incentive to recommend and use vendors based on the additional economic benefits obtained rather than solely on the client's needs. We address this conflict of interest by recommending vendors that we, in good faith, believe are appropriate for the client's particular needs. Clients are under no obligation contractually or otherwise, to use any of the vendors recommended by us.

## **ITEM 15 – CUSTODY**

We do not have physical custody, as it applies to investment advisors. Custody has been defined by regulators as having access or control over client funds and/or securities.

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### **DEDUCTION OF ADVISORY FEES**

Our Firm has the authority to have fees deducted directly from client accounts. Our Firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients, or an independent representative of the client, will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address, and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. The client should carefully review those statements and are urged to compare the statements against reports received from Engage Wealth Group. When the client has questions about their account statements, the client should contact Engage Wealth Group or the qualified custodian preparing the statement.

Please refer to Item 5 for more information about the deduction of advisor fees.

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### **STANDING LETTERS OF AUTHORIZATION (“SLOA”)**

Our Firm is deemed to have custody of clients' funds or securities when clients have standing authorizations with their custodian to move money from a client's account to a third-party (“SLOA”) and, under that SLOA, it authorizes us to designate the amount or timing of transfers with the custodian. The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow. We do not have a

beneficial interest in any of the accounts we are deemed to have Custody where SLOAs are on file. In addition, account statements reflecting all activity on the account(s), are delivered directly from the qualified custodian to each client or the client's independent representative, at least quarterly. The client should carefully review those statements and are urged to compare the statements against reports received from us. When the client has questions about their account statements, the client should contact us, the client's Advisor or the qualified custodian preparing the statement.

## ITEM 16 – INVESTMENT DISCRETION

For discretionary accounts, prior to engaging Engage Wealth Group to provide investment advisory services, you will enter a written Agreement with us granting the firm the authority to supervise and direct, on an on-going basis, investments in accordance with the client's investment objective and guidelines. In addition, you will need to execute additional documents required by the Custodian to authorize and enable Engage Wealth Group, in its sole discretion, without prior consultation with or ratification by you, to purchase, sell, or exchange securities in and for your accounts. We are authorized, in our discretion and without prior consultation with you to: (1) buy, sell, exchange, and trade any investment company registered under the Investment Company Act of 1940, (2) determine the amount of securities to be bought or sold, and (3) place orders with the custodian. Any limitations to such discretionary authority will be communicated to our Firm in writing by you, the client.

The limitations on investment and brokerage discretion held by Engage Wealth Group for you are:

- For discretionary accounts, we require that we be provided with authority to determine which securities and the amounts of securities to be bought or sold.
- Any limitations on this discretionary authority shall be in writing as indicated on the investment advisory Agreement, Appendix B. You may change/amend these limitations as required.

In some instances, we may not have discretion. We will discuss all transactions with you prior to execution or you will be required to make the trades if in an employer-sponsored account.

## ITEM 17 – VOTING YOUR SECURITIES

We will not vote proxies on your behalf. You are welcome to vote proxies or designate an independent third-party at your own discretion. You designate proxy voting authority in the custodial account documents. You must ensure that proxy materials are sent directly to you or your assigned third party. We do not take action with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies. Clients can contact our office with questions about a particular solicitation by phone at (847) 794-5000.

**Class Action Suits** A class action is a procedural device used in litigation to determine the rights of and remedies, if any, for large numbers of people whose cases involve common questions of law and/or fact. Class action suits frequently arise against companies that publicly issue securities, including securities recommended by investment advisors to clients. With respect to class action suits and claims, you (or your agent) will have the responsibility for class actions or bankruptcies, involving securities purchased for or held in your account. We do not provide such services and are not obligated to forward copies of class action notices we may receive to you or your agents.

## ITEM 18 – FINANCIAL INFORMATION

We do not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, we have not been the subject of a bankruptcy petition at any time.

## ITEM 19 – REQUIREMENTS FOR STATE REGISTERED ADVISORS

Please see Form ADV Part 2B, Item 2, regarding the formal education and business background of our IARs. Please see Form ADV Part 2B, Item 4 for information regarding the other business activity, along with the time spent of our IARs.

Our IARs have not been involved in or found liable in an arbitration claim or civil, self-regulatory organization or administrative proceeding alleging damages in excess of \$2,500, involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices.

Our Firm does not assess clients a performance fee.

Neither our Firm, nor its management personnel, have any relationship or arrangement with issuers of securities.

Our Firm maintains a written Business Continuity Plan (BCP). The BCP outlines procedures relating to an emergency or significant business disruption. Our procedures are reasonably designed to enable our Firm or any of its investment advisory representatives to meet their exciting fiduciary obligations to the client.



Engage Wealth Group, LLC.

**EDWARD W. GJERTSEN II**  
**PART 2B – SUPPLEMENTAL BROCHURE**  
**MARCH 31, 2026**

**ENGAGE WEALTH GROUP, LLC**  
**211 WAUKEGAN ROAD**  
**SUITE 300**  
**NORTHFIELD, IL 60093**

**[WWW.ENGAGEWEALTHGROUP.COM](http://WWW.ENGAGEWEALTHGROUP.COM)**

This Brochure Supplement provides information about Edward W. Gjertsen II that supplements the Disclosure Brochure of Engage Wealth Group, a copy of which you should have received. Please contact Engage Wealth Group's Chief Compliance Officer if you did not receive the Disclosure Brochure or if you have any questions about the contents of this Brochure Supplement. Additional information about the firm is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Mr. Gjertsen's personal CRD number is 2347514.

## ITEM 2 – EDUCATIONAL BACKGROUND & BUSINESS EXPERIENCE

### EDWARD W. GJERTSEN II

**BORN:** 1967

#### POST-SECONDARY EDUCATION:

- Illinois State University, Bachelor of Science in Economics, 1989
- College For Financial Planning, CFP® professional, 4/1996

#### PROFESSIONAL DESIGNATIONS:

- Certified Financial Planner (“CFP®”)

#### RECENT BUSINESS EXPERIENCE:

- Engage Wealth Group, LLC, Founder and Managing Member – January 2020 to Present
- Mack Investment Securities, Inc., Vice-President, Northfield, IL, 1998- June 2020
- Mack Investment Securities, Inc., Registered Representative, Northfield, Illinois, 1993-June 2020
- Mack Investment Securities, Inc., Investment Advisory Representative, Northfield, Illinois, 1993-June 2020

#### **\*Minimum Qualifications for the CFP® Designation**

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.

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, administered in 10 hours over a two-day period, 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 (2) years, including two (2) 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 act in the best interest of their clients at all times when providing financial advice.

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.

In addition, as a CFP® professional, I will adhere to the Standards of Conduct developed by the CFP Board. At all times when providing Financial Advice to a Client, a CFP® professional must act as a fiduciary, and therefore, act in the best interest of the Client. The Standards cover duties owed to clients, the practice standards for the financial planning process, and duties owed to the Firm and the regulators.

In complying with the Practice Standards, as a CFP® professional I will act prudently in documenting information, as the facts and circumstances require, taking into account the significance of the information, the need to preserve the information in writing, the obligation to act in the Client’s best interest, and the CFP® Professional’s Firm’s policies and procedures. The financial planning process will cover:

1. Understanding the Client’s Personal and Financial Circumstances
2. Identifying and Selecting Goals
3. Analyzing the Client’s Current Course of Action and Potential Alternative Course(s) of Action
4. Developing the Financial Planning Recommendation(s)
5. Presenting the Financial Planning Recommendation(s)
6. Implementing the Financial Planning Recommendation(s)
7. Monitoring Progress and Updating

Engage Wealth Group suggests a thorough review of the Standards by visiting <https://www.cfp.net/ethics/code-of-ethics-and-standards-of-conduct>

### ITEM 3 – DISCIPLINARY INFORMATION

Edward Gjertsen II has no history of any legal or disciplinary events that deems to be material to a client’s consideration of Edward Gjertsen II to act as their investment adviser representative. FINRA’s BrokerCheck® may have additional information regarding the disciplinary history of Edward Gjertsen II that is not included in this brochure supplement. ([SEC Adviser Info](#)).

### ITEM 4 – OTHER BUSINESS ACTIVITIES

Edward Gjertsen II retains an Illinois Life, Health and LTC insurance license to enable to consult on life insurance products, long-term care, and fixed annuities. Mr. Gjertsen receives no compensation (commissions, trails, or other compensation) from the respective product sponsors.

Mr. Gjertsen II is sole owner of EWG Publishing, LLC., which provides pro-bono publication and financial literacy content consulting to non-profit organizations.

Mr. Gjertsen is a current member of the Board of Directors of the Better Business Bureau of Chicago and Northern Illinois. He receives no compensation in his current position.

#### ITEM 5 – ADDITIONAL COMPENSATION

Edward Gjertsen II does not receive any economic benefit for providing advisory services beyond the scope of Engage Wealth Group.

#### ITEM 6 – SUPERVISION

Engage Wealth Group and its investment adviser representatives provide investment advisory services in accordance with Engage Wealth Group's Written Supervisory Procedures. Our Written Supervisory Procedures include provisions for systematic reviews of the investment recommendations made by our representatives and of the securities that are held in our clients' accounts. Edward Gjertsen II is the Chief Compliance Officer of Engage Wealth Group. Firm activities are supervised in accordance with the Firm's compliance procedures and he adheres to abide by all policies and procedures of the firm. Specific areas of review include transactions, account suitability and written correspondence, including email, among other activities. Clients may contact Mr. Gjertsen at [\(847\)794-5000](tel:8477945000) with any questions regarding our supervision or compliance practices.

#### ITEM 7 – REQUIREMENTS FOR STATE REGISTERED ADVISORS

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Mr. Gjertsen II has not been involved in or found liable in an arbitration claim or civil, self-regulatory organization or administrative proceeding alleging damages in excess of \$2,500, involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices. Mr. Gjertsen II has not been the subject of a bankruptcy petition. To the best of our ability all material conflicts of interest are disclosed regarding the Firm, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.



Engage Wealth Group, LLC.

**ANDREW F. GJERTSEN**

(CRD# 6220083)

**PART 2B – SUPPLEMENTAL BROCHURE**

**MARCH 31, 2026**

**ENGAGE WEALTH GROUP, LLC  
211 WAUKEGAN ROAD  
SUITE 300  
NORTHFIELD, IL 60093**

**[WWW.ENGAGEWEALTHGROUP.COM](http://WWW.ENGAGEWEALTHGROUP.COM)**

This Brochure Supplement provides information about Andrew F. Gjertsen that supplements the Disclosure Brochure of Engage Wealth Group, a copy of which you should have received. Please contact Engage Wealth Group's Chief Compliance Officer if you did not receive the Disclosure Brochure or if you have any questions about the contents of this Brochure Supplement. Additional information about the firm is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Mr. Gjertsen's personal CRD number is 6220083.

## ITEM 2 – EDUCATIONAL BACKGROUND & BUSINESS EXPERIENCE

### ANDREW F. GJERTSEN

**BORN:** 1996

#### POST-SECONDARY EDUCATION:

- Indiana University – Kelley School of Business, Bachelor of Science in Finance and Entrepreneurship & Corporate Innovation, 2018

#### PROFESSIONAL DESIGNATIONS:

- Certified Financial Planner (“CFP®”)

#### RECENT BUSINESS EXPERIENCE:

- Engage Wealth Group, LLC; Director of Engagement, Investment Advisor Representative; 01/2024 to Present
- Medline Industries, LP; Product Manager; 06/2021 to 11/2023
- H.E. Williams, Inc.; Product Manager; 05/2019 to 06/2021
- Platformatics Inc.; Product Manager; 01/2016 to 05/2019

#### **\*Minimum Qualifications for the CFP® Designation**

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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.

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, administered in 10 hours over a two-day period, 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 (2) years, including two (2) 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 act in the best interest of their clients at all times when providing financial advice.

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.

In addition, as a CFP® professional, I will adhere to the Standards of Conduct developed by the CFP Board. At all times when providing Financial Advice to a Client, a CFP® professional must act as a fiduciary, and therefore, act in the best interest of the Client. The Standards cover duties owed to clients, the practice standards for the financial planning process, and duties owed to the Firm and the regulators.

In complying with the Practice Standards, as a CFP® professional I will act prudently in documenting information, as the facts and circumstances require, taking into account the significance of the information, the need to preserve the information in writing, the obligation to act in the Client’s best interest, and the CFP® Professional’s Firm’s policies and procedures. The financial planning process will cover:

1. Understanding the Client’s Personal and Financial Circumstances
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### ITEM 3 – DISCIPLINARY INFORMATION

Andrew Gjertsen has no history of reportable legal or disciplinary events material to a client’s consideration of Mr. Gjertsen to act as their investment adviser representative. FINRA’s BrokerCheck® may have additional information regarding the disciplinary history of Mr. Gjertsen that is not included in this brochure supplement. ([SEC Adviser Info](#)).

### ITEM 4 – OTHER BUSINESS ACTIVITIES

Andrew Gjertsen does not engage in other business activities outside of Engage Wealth Group.

## ITEM 5 – ADDITIONAL COMPENSATION

Andrew Gjertsen does not receive any economic benefit for providing advisory services beyond the scope of Engage Wealth Group.

## ITEM 6 – SUPERVISION

Engage Wealth Group and its investment adviser representatives provide investment advisory services in accordance with Engage Wealth Group's Written Supervisory Procedures. Our Written Supervisory Procedures include provisions for systematic reviews of the investment recommendations made by our representatives and of the securities that are held in our clients' accounts. Edward Gjertsen II is the Chief Compliance Officer of Engage Wealth Group. Firm activities are supervised in accordance with the Firm's compliance procedures and Andrew Gjertsen adheres to all policies and procedures of the firm. Specific areas of review include transactions, account suitability and written correspondence, including email, among other activities. Clients may contact Mr. Edward Gjertsen II at (847) 794-5000 with any questions regarding our supervision or compliance practices.

## ITEM 7 – REQUIREMENTS FOR STATE REGISTERED ADVISORS

Andrew Gjertsen has not been involved in or found liable in an arbitration claim or civil, self-regulatory organization or administrative proceeding alleging damages in excess of \$2,500, involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices. Mr. Gjertsen has not been the subject of a bankruptcy petition. To the best of our ability, all material conflicts of interest are disclosed regarding the Firm, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.