Form ADV Part 2A – Disclosure Brochure

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Sherman Wealth Management LLC ("Sherman Wealth" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (240) 428-1622.

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

Additional information about Sherman Wealth and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD#: 281093.

Sherman Wealth Management LLC
9841 Washingtonian Blvd. Suite #200 Gaithersburg, MD 20878
Phone: (240) 428-1622
http://www.shermanwealth.com

Item 2 – Material Changes

In this Item, Sherman Wealth is required to identify and discuss material changes since filing its last annual amendment. Since filing its last annual amendment on March 25, 2025, we have no material changes to report.

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Item 4 – Advisory Services

A. Firm Information

Sherman Wealth Management LLC ("Sherman Wealth" or the "Advisor") is an investment adviser located in the State of Maryland and registered with the U.S. Securities and Exchange Commission ("SEC"). The Advisor is organized as a limited liability company ("LLC") under the laws of Maryland. Sherman Wealth was founded in April 2013 and became a registered investment adviser in August 2015. Sherman Wealth is owned and operated by Bradley L. Sherman (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Sherman Wealth.

B. Advisory Services Offered

Sherman Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and retirement plans (each referred to as a "Client").

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

Wealth Management Services

Sherman Wealth typically provides comprehensive wealth management services, which includes financial planning in connection with investment management services for the Client. Clients may also engage Sherman Wealth separately for financial planning services.

Investment Management Services - Sherman Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services.

Sherman Wealth customizes its advice to the needs of each Client through its "open architecture" approach. Sherman Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Sherman Wealth will then construct a portfolio, consisting of low-cost, diversified mutual funds, exchange-traded funds ("ETFs"), and/or alternative investments to achieve the Client's investment goals. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of its Clients.

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

Sherman Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Sherman Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Sherman Wealth may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Sherman Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

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

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

At no time will Sherman Wealth accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account(s) at the Custodian, pursuant to the terms of the Client investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices.

Selection of Other Investment Advisers - From time to time and when appropriate for a particular client, Sherman Wealth will recommend or retain an independent and unaffiliated third-party investment adviser ("Third-Party Adviser") to manage all or a portion of a client's portfolio. Third-Party Advisers are evaluated based on a variety of factors, not the least of which include performance return history, asset class specialization, management tenure, and risk profile. Sherman Wealth will conduct due diligence as appropriate to confirm that such Third-Party Advisers are duly registered and otherwise well-equipped to manage such clients' accounts. Sherman Wealth generally retains the discretionary authority to hire or fire such Third-Party Advisers with or without notice to the client.

Financial Planning Services - Sherman Wealth will typically provide a variety of financial planning services to individuals, families and businesses either as a component of its wealth management services or pursuant to a financial planning agreement. Financial planning services may be offered as a one-time engagement or as an ongoing service. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services will involve preparing a financial plan based on the Client's financial goals and objectives. This planning may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance planning, and other areas of a Client's financial situation.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Sherman Wealth may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

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

Tax Planning Services - Sherman Wealth offers one-time or ongoing tax planning services whereby we request various information and documents from the client to assess potential tax planning opportunities. Our tax planning recommendations can encompass, for example, Roth conversions, required minimum distributions and associated timing, qualified charitable contributions, contributions to retirement plan or other tax-qualified accounts (such as a 401(k), 529 plan, HSA, or other accounts), realization or non-realization of capital gains and losses, self-employed retirement plan selection and funding, the timing of claiming Social Security, tax loss harvesting, tax gain harvesting, and wash sale coordination, appreciated securities gifting, equity compensation, and/or inherited IRA distribution planning.

Sherman Wealth is not responsible for the actual implementation of any tax planning opportunities; the client is free

to accept or reject our tax planning recommendations in the client's sole and absolute discretion.

Sherman Wealth is not an accounting firm and does not render accounting services. Clients are encouraged to consult with their CPA or tax professional for any accounting-related advice or services.

Cash Management Services - Either as part of its Wealth Management Services or as a standalone service, Sherman Wealth offers cash management services with respect to the management of client's cash or cash equivalents (such as certificates of deposit or treasuries). Such cash management services are either implemented through a Client's brokerage account at the Client's custodian, or in conjunction with an independent and unaffiliated third-party platform that in-turn partners with banks that offer a comparatively higher annual percentage yield on cash balances than may otherwise be obtained elsewhere. When managing cash or cash equivalents through a Client's brokerage account at the Client's custodian, Sherman Wealth will advise with respect to an appropriate cash allocation and which cash or cash equivalent instruments to utilize. When working in conjunction with a third-party cash management platform, Sherman Wealth will facilitate access to such a platform and advise with respect to an appropriate cash allocation.

Retirement Plan Advisory and Consulting Services
Sherman Wealth may provide advisory or consulting services on behalf of retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management Services (ERISA 3(38))
- Investment Oversight Services (ERISA 3(21))
- Investment Consulting and Due Diligence
- Performance Reporting
- Ongoing Investment Recommendation and Assistance

Certain services are provided by Sherman Wealth serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Sherman Wealth 's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

Educational Seminars, Workshops and Speaking Engagements
Sherman Wealth may provide educational seminars or workshops for groups seeking general advice on investing and other areas of personal finance. The content of these seminars will vary depending upon the needs of the attendees. Sherman Wealth's seminars and workshops are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person's need, nor do we provide individualized investment advice to attendees during our general sessions.

Sherman Wealth may present at businesses, associations, conferences or other events for individuals interested in learning more about personal finance, investing, running an RIA practice, or other topics. The content of speaking engagements will vary depending upon the needs of the attendees. Speaking engagements are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person's need, nor do we provide individualized investment advice to attendees during speaking engagements.

C. Client Account Management

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

- Establishing an Investment Strategy – Sherman Wealth, in connection with the Client, will develop

a strategy that seeks to achieve the Client's investment goals and objectives.

- Asset Allocation – Sherman Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Sherman Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Sherman Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.
- Financial Planning – Clients engaging Sherman Wealth for ongoing financial planning will receive ongoing support regarding all aspects of their financial situation.

D. Wrap Fee Programs

Sherman Wealth does not manage or place Client assets into a wrap fee program. Investment advisory services are provided directly by Sherman Wealth.

E. ERISA Accounts

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code (the "Code"), as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

F. Assets Under Management

As of December 31, 2025, Sherman Wealth managed $160,330,686 in Client assets, $155,695,916 of which is on a discretionary basis and $4,634,770 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of Sherman Wealth and the Client.

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are generally paid quarterly, in advance or arrears of each calendar quarter, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management, advisement, and/or supervision at the end of the prior calendar quarter (if fees are charged in advance) or the end of the current calendar quarter (if fees are billed in arrears).

Wealth management fees are generally based on the following blended schedule:

Assets Under Management, Advisement, and/or Supervision	Annual Rate
For the first $500,000	1.00%
For the next $500,001 to $1,000,000	0.90%
For the next $1,000,001 to $3,000,000	0.75%
For the next $3,000,001 to $6,000,000	0.60%
For the next $6,000,001 to $10,000,000	0.40%
All amounts above $10,000,001	0.25%

The fee schedule above is a “tiered” or “blended” fee schedule, which means that different annual fee percentages will apply to different ranges of client assets under Advisor’s management, advisement, and/or supervision. The wealth management fee in the first quarter of service is prorated from the inception date of the account(s) to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The wealth management fee schedule is negotiable in Advisor’s sole discretion, and certain clients may be charged pursuant to a different fee schedule than the one set forth above. In addition, certain legacy clients of Advisor are charged pursuant different fee schedules that reflect different ranges of assets under Advisor’s management, advisement, and/or supervision, different corresponding annual fee rates, and/or a single, flat asset-based rate on all assets under management, advisement, and/or supervision. Clients should refer to their specific wealth management for their applicable fee schedule. The Client’s fees will take into consideration the aggregate assets under management, advisement, and/or supervision with the Advisor. All securities held in accounts managed, advised, and/or supervised by Sherman Wealth will be independently valued by the Custodian.

As part of its wealth management services, the Advisor may charge an additional financial planning fee pursuant to the terms of the wealth management agreement.

Selection of Other Investment Advisers

To the extent a Third-Party Adviser is recommended or retained on behalf of a client, the client will generally be charged an additional asset-based fee as disclosed to the client by the Third-Party Adviser or Sherman Wealth. In no instance will the combined asset-based fee of Sherman Wealth and a Third-Party Adviser exceed 2.00% per annum.

Financial Planning Services

Sherman Wealth offers financial planning services as either a project-based engagement or as an ongoing advisory service. Project-based engagements are billed at an hourly rate of up to $550 per hour or based on a fixed fee. Fixed fees are based on the expected number of hours to complete the engagement at the Advisor’s hourly rate. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services.

Ongoing engagements are billed an annual fee ranging up to $10,000 based on the scope and complexity of the services to be provided by the Advisor. Fees may be negotiable depending on the nature and complexity of each Client’s circumstances and the overall relationship with the Advisor.

Tax Planning Services
The fee for a one-time tax plan typically ranges from $500 to $3,000, half of which is payable upon initial engagement with the balance due upon the completion of a one-time tax plan.

The recurring flat fee for ongoing tax planning services typically ranges from $1,000 to $5,000 per year, which is charged in either monthly or quarterly increments in advance. The recurring flat fee includes up to a certain threshold number of hours of Sherman Wealth's time in rendering the tax planning services, after which an hourly rate of up to $550 per hour shall apply. Alternatively, Sherman Wealth may agree to charge for its ongoing tax planning services solely on an hourly basis at a rate of up to $550 per hour.

Cash Management Services
Sherman Wealth offers cash management services pursuant to its standard asset-based fee schedule as described above, pursuant to an hourly rate of up to $550 per hour, based on a fixed fee ranging up to $10,000 based on the expected number of hours to complete the engagement at the Advisor's hourly rate, or an asset-based fee up to 0.25% per annum. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services. Fees may be negotiable and/or waived at Advisor's sole discretion.

Retirement Plan Advisory and Consulting Services
Retirement plan advisory fees are typically paid quarterly, either in advance or at the end of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are charged an annual asset-based fee of up to 1.00%, based on the scope of the services to be rendered and the size and complexity of the engagement. The Advisor may also offer its services as a fixed annual fee, paid quarterly. Fees may be negotiable at the sole discretion of the Advisor.

For consulting services, the Advisor charges an initial consulting fee for the set-up of the plan, and then an ongoing consulting fee. Ongoing engagements are billed a quarterly fee based on the scope and complexity of the services to be provided by the Advisor.

Educational Seminars, Workshops, and Speaking Engagements
Educational seminars, workshops, and speaking engagements are offered on a fixed fee basis. The fixed fee will be agreed upon before the engagement. The fixed fee can range between $0 - $20,000 per event, or $0 - $500 per participant, and may be negotiable. The fee is based on the content, amount of research conducted, number of hours of preparation needed, and the number of attendees.

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

B. Fee Billing

Wealth Management Services
Wealth management fees will be calculated by the Advisor and deducted from the Client's account(s) at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account(s) at the beginning of the respective quarter (if fees are billed in advance) or at the end of the respective quarter (if fees are billed in arrears). The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management, advisement, and/or supervision with Sherman Wealth at the end of the applicable quarter, inclusive of any alternative investments as valued at their then-current value by the sponsor of such alternative investment or the Custodian. Asset-based wealth management fees are also generally applied to client assets invested into privately offered pooled investment vehicles organized as exchange funds (including but not limited to Cache Exchange Funds as further described in Item 10, below), but Sherman Wealth may also charge a one time or annual flat fee generally ranging up to $10,000, or an hourly fee of $550 per hour with respect to the work it performs in connection with investments into Cache Exchange Funds or other privately offered exchange funds. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Sherman Wealth directly from their account(s) held at the Custodian as part of the advisory agreement and separate account forms provided by the

Custodian. In its sole discretion, Advisor may agree to waive its fees with respect to certain assets maintained in client accounts (e.g., for cash, cash equivalent, government securities, or other asset types designated by Advisor).

Financial Planning Services
Project-based financial planning engagements may be invoiced up to one hundred percent (100%) of the expected total fee upon execution of the financial planning agreement. The balance, if any, shall be invoiced upon completion of the agreed upon financial plan. Ongoing financial planning engagements may require an initial upfront fee payable at the time of signing the Client agreement, followed by ongoing financial planning fees that are generally billed every three months thereafter. Clients may also choose to pay financial planning fees by credit card or ACH. Any additional charges as a result of ACH or Credit Card processing fees shall be paid by the Client.

Tax Planning Services
Tax planning fees may be paid by credit card or ACH. Any additional charges as a result of ACH or Credit Card processing fees shall be paid by the Client. To the extent a tax planning client also retains Sherman Wealth for wealth management services, tax planning fees may also be deducted from the client's designated accounts under our management.

Retirement Plan Advisory and Consulting Services
Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

Educational Seminars, Workshops, and Speaking Engagements
For seminars, workshops and speaking engagements hosted and paid for by sponsors (e.g. a business or association), half of the fees are due prior to the event, and half are to be paid no later than the conclusion of the event. For events or workshops paid for directly by attendees or participants, the fee is due in full prior to the event.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Sherman Wealth, in connection with investments made on behalf of the Client’s account(s). The Client is responsible for all custody and securities execution fees charged by the Custodian. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The investment advisory fee charged by Sherman Wealth is separate and distinct from these custody and execution fees.

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

D. Advance Payment of Fees and Termination

Wealth Management Services
Sherman Wealth may be compensated for its wealth management services in advance of the quarter in which services are rendered. Either party may terminate the wealth management agreement with Sherman Wealth, at any time, by providing advance written notice to the other party. The Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter.

Financial Planning Services

For project-based financial planning engagements, Sherman Wealth may require up to one hundred percent (100%) of the expected costs upon execution of the financial planning agreement. For ongoing financial planning engagements, the Advisor may be compensated for in advance of the quarter in which services are rendered. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination of a project-based engagement, the Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate or the percentage of the project completed for fixed fee engagements. For ongoing planning engagements, fees are calculated up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees.

Retirement Plan Advisory and Consulting Services

Sherman Wealth may be compensated for its retirement plan advisory services in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory or consulting agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's retirement plan advisory at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter.

Tax Planning Fees

Upon termination of a tax planning engagement, the client shall be entitled to a pro rata refund of any prepaid tax planning fees based on the number of days in the applicable billing period up to and including the termination date. To the extent tax planning fees are charged in arrears, Sherman Wealth shall be entitled to a pro rata amount of fees based on the number of days in the applicable billing period up to and including the termination date.

Educational Seminars, Workshops, and Speaking Engagements

In the event of Client cancellation or rescheduling, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for fifty percent (50%) of the fixed fee if the cancellation occurs within thirty (30) days of the event. Payment of 50% of the fixed fee due to Client cancellation within thirty (30) days is made to compensate Sherman Wealth for time spent preparing for the event, as the majority of seminar, workshop, and speaking engagement work effort is made prior to the actual date of the event itself, and typically well in advance of thirty (30) days prior to the event.

E. Compensation for Sales of Securities

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

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

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

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

Item 7 – Types of Clients

Sherman Wealth provides investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Sherman Wealth generally does not impose a minimum size for establishing a relationship.

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

A. Methods of Analysis

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

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

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

B. Risk of Loss

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

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

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

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

General Investing Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets. Investing for the long term means that a Client's account will be exposed to short-term fluctuations in the market and the behavioral impulse to make trading decisions based on such short-term market fluctuations. The Advisor does not condone short-term trading in an attempt to "time" the market, and instead coaches Clients to remain committed to their financial goals. However, investing for the long term can expose Clients to risks borne out of changes to interest rates, inflation, general economic conditions, market cycles, geopolitical shifts, and regulatory changes. Inflation risk is the risk that the value of a Client's portfolio will not appreciate at least in an amount equal to inflation over time. General micro- and macro-economic conditions may

also affect the value of the securities held in a Client's portfolio, and general economic downturns can trigger corresponding losses across various asset classes and security types. Market cycles may cause overall volatility and fluctuations in a portfolio's value, and may increase the likelihood that securities are purchased when values are comparatively high and/or that securities are sold when values are comparatively low. Geopolitical shifts may result in market uncertainty, lowered expected returns, and general volatility in both domestic and international securities. Regulatory changes may have a negative impact on capital formation and increase the costs of doing business, and therefore result in decreased corporate profits and corresponding market values of securities.

ETF Risks

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

Mutual Fund Risks

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

Private Investment Fund Risks

Investments in private investment funds (e.g., limited partnerships, limited liability companies, special purpose vehicles, exchange funds, and other private investment funds) are often subject to liquidity restrictions, which means that a client may not be able to redeem his or her investment until a redemption window is available. In addition, such investments can be more volatile and less transparent than an exchange-listed security that trades daily in an electronic marketplace. Private investment funds are generally more difficult to value than exchange-listed securities, and therefore are more reliant on individual judgment as opposed to market prices when determining a valuation. The managers of private investment funds have broad discretion in selecting the investments in such vehicles. There are few limitations on the types of securities or other financial instruments which may be traded and no requirement to diversify. Private investment funds can often trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. Investors in private investment funds are typically required to be either accredited investors, qualified clients, or both, and should carefully consider the specific risks described in the applicable private placement memorandum, limited partnership agreement, limited liability company agreement, and other fund-related disclosure documents.

Digital Asset Risks

Investing in digital assets like bitcoin or ethereum, e.g., whether directly through an exchange or indirectly through another product like an exchange traded fund, involves the general risks of investing in other investment vehicles. In addition, the value of digital assets are subject to significant fluctuations, can be highly volatile, and can change dramatically even intra-day. The price of digital assets could drop precipitously for a variety of reasons, including, but not limited to, a crisis of confidence in the network or a change in user preference to competing assets.

Digital assets represent an emerging asset class. As a result, the market infrastructure through which it is exchanged and the regulatory foundation upon which it is regulated are still in their respective infancy when compared to more traditional assets like stocks, bonds, mutual funds, ETFs, or similar. Digital assets are not protected by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. Any exposure to digital assets can result in substantial losses and digital asset investors should be able to withstand significant if not complete loss of invested capital.

Digital assets facilitate decentralized, peer-to-peer financial exchange and value storage that is used like money, without the oversight of a central authority or banks. The value of digital assets are wholly derived from their monetary premium and is not backed by any government, corporation, other identified body, or other physical assets. The exchange and availability of digital assets are dependent on the availability and proper functioning of the internet, the electronic platforms storing such digital assets, and the owner's control and possession of any

needed password or digital key. Any downtime, unavailability, cybersecurity breach, or loss of access is a risk that a digital asset investor should be prepared to bear. The loss, destruction, or compromise of a private key may result in a loss of the digital assets, typographical errors may lead to loss of the digital assets, and digital asset trade errors cannot be unwound. Accordingly, the indirect exposure to digital assets through securities of publicly listed companies is also susceptible to these risks.

As of the date of this brochure, Sherman Wealth has endeavored to mitigate the aforementioned risks associated with digital assets by investing in digital assets primarily if not exclusively through an ETF that trades on a national exchange.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Sherman Wealth or any of its Supervised Persons. Sherman Wealth values the trust you place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 281093.

Item 10 – Other Financial Industry Activities and Affiliations

Neither the Advisor nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. Neither the Advisor nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Private Investments and Affiliations

Mr. Sherman owns and collects rental income from investment properties, and maintains real estate holding and private equity interests through Appleseed Management LLC ("Appleseed") and in his individual capacity. Additionally, Mr. Sherman may invest in certain private investments that may be managed by Sherman Wealth Clients, which poses a conflict of interest, including, but not limited to, incentivising existing Clients to maintain an advisory relationship with the Advisor.

In addition, Mr. Sherman (through Appleseed) is a minority investor in Cache Financials, Inc. ("Cache Finacials"), a company that controls Cache Advisors LLC ("Cache Advisors") and Cache Securities LLC (a registered investment adviser and a broker-dealer, respectively, and together with Cache Financials, "Cache"). Cache Advisors is the manager of privately offered pooled investment vehicles organized as exchange funds (each, a "Cache Exchange Fund"). Because the Advisor recommends the services of Cache to certain clients and that certain clients invest in one or more Cache Exchange Funds, this presents an indirect financial incentive for Mr. Sherman to recommend Cache and the Cash Exchange Funds and therefore a conflict of interest. Mr. Sherman and the Advisor address this conflict of interest by fully disclosing it in this brochure, by only recommending Cache and the Cache Exchange Funds when believed to be in a client's best interests, and by informing clients that they are under no obligation to use the services of Cache or invest in any Cache Exchange Fund.

Ocean Breeze LLC

Andrew Prescott is actively involved as Owner, CEO, and Financial Advisor at Ocean Breeze LLC ("Ocean Breeze"), an independent and unaffiliated registered investment adviser. Mr. Prescott's activities for Ocean Breeze are separate and apart from his activities on behalf of the Advisor, and are therefore not reasonably anticipated to create a conflict of interest.

Third-Party Advisers

As described earlier in Item 4 of this brochure, Sherman Wealth retains the authority to recommend or retain one or more Third-Party Advisers to provide investment advisory, administrative, and other back-office services to Sherman Wealth for the benefit of Sherman Wealth and its clients. Sherman Wealth does not receive any compensation directly from such Third-Party Adviser, but they do offer services that are intended to directly benefit Sherman Wealth, clients, or both. Such services can include (a) an online platform through which Sherman Wealth can monitor and review client accounts, create model portfolios, and perform other client account maintenance matters, (b) access to technology that allows for client account aggregation, (c) quarterly client statements, (d) invitations to educational conferences, (e) practice management consulting, (f) full or partial sponsorship of client appreciation or education events, and (g) occasional business meals and entertainment. The availability of such services from a Third-Party Adviser creates a conflict of interest, to the extent Sherman Wealth may be motivated to retain a Third-Party Adviser as opposed to an alternative Third-Party Adviser (or to not retain one at all). Sherman Wealth addresses this conflict of interest by performing appropriate due diligence on Third-Party Advisers to confirm their respective services are in the best interests of clients, periodically evaluating alternatives, and evaluating the merit of Third-Party Advisers without consideration for the benefits received by Sherman Wealth.

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

A. Code of Ethics

Sherman Wealth has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Sherman Wealth ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Sherman Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Sherman Wealth Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (240) 428-1622.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

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

D. Personal Trading at Same Time as Client

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

Item 12 – Brokerage Practices

A. Recommendation of Custodian(s)

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

While Sherman Wealth does not exercise discretion over the selection of the Custodian, the Advisor will typically recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Sherman Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Sherman Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or other factors the Advisor deems relevant. Sherman typically recommends that Clients establish accounts at Charles Schwab & Co., Inc. ("Schwab"). Schwab is an independent and unaffiliated SEC-registered broker-dealer and member FINRA/SIPC. Schwab offers services to independent investment advisers that include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from Schwab through its participation in Schwab's institutional customer program as further described in Item 14 below.

The following are additional details regarding the brokerage practices of the Advisor:

1. ***Soft Dollars -*** Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Sherman Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive certain economic benefits from Schwab. Please see Item 14 below.**

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

3. ***Directed Brokerage -*** All Clients are serviced on a "directed brokerage basis", where Sherman Wealth will place trades within the established account(s) at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account(s) at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account(s)). Sherman Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

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

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in a Client's account(s) are monitored on a regular and continuous basis by Mr. Sherman, Principal and Chief Compliance Officer of Sherman Wealth. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

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

C. Review Reports

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

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Sherman Wealth

Sherman Wealth is a fee-based advisory firm, who, in all circumstances, is compensated solely by the Client. Sherman Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any unrelated third party. Sherman Wealth may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Sherman Wealth may receive referrals of new Clients from a third-party. No compensation is exchanged for these referrals.

Participation in Institutional Advisor Platform

As disclosed under Item 12 - Brokerage Practices, the Advisor participates in Schwab's institutional customer program and the Advisor generally recommends Schwab to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to Schwab retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third-party vendors. Some of the products and services made available by Schwab through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at Schwab. Other services made available by Schwab are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to Schwab. As part of its fiduciary duties to Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's recommendation of Schwab for custody and brokerage services.

B. Client Referrals from Promoters

Neither the Advisor nor a related person directly or indirectly compensates a person who is not the Advisor's supervised person for client referrals.

Item 15 – Custody

For clients that do not have their fees deducted directly from their account(s), and have not provided Advisor with any standing letters of authorization ("SLOAs") to distribute funds from their account(s) to third parties, Advisor will not have any custody of client funds or securities.

For clients that have their fees deducted directly from their account(s), or that have provided Advisor with discretion as to amount and timing of disbursements pursuant to an SLOA to disburse funds from their account(s) to third parties, Advisor will generally be deemed to have custody over such clients' funds pursuant to applicable custody rules and guidance thereto. At no time will Advisor accept custody of client funds or securities in the capacity of a custodial broker-dealer or other qualified custodian, and at all times client accounts will be held by a third-party qualified custodian as described in Item 12, above.

With respect to custody that is triggered by third party SLOAs, Advisor endeavors to comply with the following seven conditions as listed in the 2017 SEC No Action Letter to the Investment Adviser Association:

1. The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
2. The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer.
4. The client has the ability to terminate or change the instruction to the client's qualified custodian.
5. The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
6. The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser.
7. The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

If a client receives account statements from both the custodial broker-dealer and Adviser or a third-party report provider, client is urged to compare such account statements and advise Adviser of any discrepancies between them.

Item 16 – Investment Discretion

Sherman Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Sherman Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Sherman Wealth will be in accordance with each Client's investment objectives and goals.

In certain limited instances, Sherman Wealth may not have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. The Advisor will contact the Client and obtain approval prior to executing trades. These purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Sherman Wealth.

Item 17 – Voting Client Securities

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

Item 18 – Financial Information

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