



Venture Partners Wealth Management, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: April 27, 2020

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Venture Partners Wealth Management, LLC (“Venture Partners Wealth Management” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (508) 367-9415.

Venture Partners Wealth Management is a registered investment advisor located in the Commonwealth of Massachusetts. 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 Venture Partners Wealth Management to assist you in determining whether to retain the Advisor.

Additional information about Venture Partners Wealth Management and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287854.

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Item 2 – Material Changes

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

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

Material Changes

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

- Item 5.A – The Advisor has updated fees related to Independent Managers.
- Item 5.B – The Advisor has updated investment advisory fee schedule to monthly billing in arrears.
- Item 5.B. – The Advisor has updated the fee billing methodology related to Independent Managers.

Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 287854. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (508) 367-9415.

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Item 4 – Advisory Services

A. Firm Information

Venture Partners Wealth Management, LLC (“Venture Partners Wealth Management” or the “Advisor”) is a registered investment advisor located in the Commonwealth of Massachusetts, which is organized as a Limited Liability Company (LLC) under the laws of the State of Delaware. Venture Partners Wealth Management was founded in March 2017 and is owned and operated by Richard M. Bowers (President and Chief Compliance Officer). This closure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Venture Partners Wealth Management.

B. Advisory Services Offered

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

Investment Management Services

Venture Partners Wealth Management provides 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. Venture Partners Wealth Management works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy in conjunction with the use of Independent Managers as described below. Venture Partners Wealth Management will construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds, or Independent Managers to implement at least a portion of each Client’s investment portfolio to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client’s legacy portfolio construction.

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

Venture Partners Wealth Management evaluates investments after discussing the Client’s overall financial situation, then selecting cost effective investments for inclusion in Client portfolios. Venture Partners Wealth Management may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Venture Partners Wealth Management 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. Venture Partners Wealth Management 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 Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Venture Partners Wealth Management accept or maintain custody, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account at the Custodian,

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pursuant to the Client investment advisory agreement. Please see Item 12 – Brokerage Practices.

Use of Independent Managers

Venture Partners Wealth Management may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. In such instances, the Client may be required to authorize enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers’ strategies and target allocations remain aligned with the Client’s investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s], will be provided with the Independent Manager’s Form ADV 2A (or a brochure that makes the appropriate disclosures). Clients may be able to obtain services directly from the Independent Manager if the Client meets the Independent Manager’s account minimums.

Financial Planning Services

Venture Partners Wealth Management will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals, objectives and financial situation. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client’s financial situation.

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

Venture Partners Wealth Management may also refer Clients to an accountant, attorney or another specialists, 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 and consulting recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

C. Client Account Management

Prior to engaging Venture Partners Wealth Management 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 – Venture Partners Wealth Management, in connection with the Client, will develop an investment strategy that seeks to achieve the Clients goals and objectives.
- Asset Allocation – Venture Partners Wealth Management will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.

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- Portfolio Construction – Venture Partners Wealth Management will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Venture Partners Wealth Management will provide investment management and ongoing oversight of the Client’s investment portfolio.
- Identification and Supervision of Independent Managers – Venture Partners Wealth Management will identify and perform appropriate due diligence prior to recommending one or more Independent Managers to provide discretionary investment management services for the Client. The Advisor will provide ongoing oversight of the Client’s portfolio of Independent Manager’s selected for the Client.

D. Wrap Fee Programs

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

E. Assets Under Management

As of December 31, 2019, the Advisor manages the following assets:

Discretionary Assets	\$1,004,826
Non-Discretionary Assets	\$4,245,458
Total Assets Under Management	\$5,250,285

Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

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

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the calendar month. Investment advisory fees range from 1.50% to 0.25% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor.

Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fees in the first month of service are prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Venture Partners Wealth Management will be independently valued by the Custodian. Venture Partners Wealth Management will not have the authority or responsibility to value portfolio securities.

The Advisor’s fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Use of Independent Managers

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Independent Managers will separately charge an asset-based fee for discretionary investment management. The Advisor does not share in these fees nor have the ability to negotiate these fees. Independent Managers fees will generally range up to 0.50% annually. Venture Partners Wealth Management does not receive any additional compensation or fees from the Independent Manager.

Financial Planning Services

Venture Partners Wealth Management offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements range from \$100 to \$400 per hour. Fixed fee engagement fee range from \$300 to \$20,000. Fees may be negotiable based on the on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and total costs will be provided to the Client prior to engaging for these services.

B. Fee Billing

Investment Management Services

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

Use of Independent Managers

An asset-based fee is calculated by the Independent Managers and deducted from the Client's account[s] at the Custodian. The fee to each Independent Manager is separate and in addition to fees charged by the Advisor. The independent Manager shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] for the respective quarter-end period pursuant to the Independent Manager[s] contractual fee methodology. All securities held in accounts will be independently valued by the Custodian or the Independent Manager[s]. The Advisor will not have the authority or responsibility to value portfolio securities.

Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. Financial planning fees for fixed fee engagements may also be invoiced quarterly as part of the financial planning agreement.

C. Other Fees and Expenses

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

In addition, all fees paid to Venture Partners Wealth Management 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 Venture Partners Wealth Management, but would not receive the services provided by

Venture Partners Wealth Management which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Venture Partners Wealth Management to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services

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

Use of Independent Managers

In the event that a Client should wish to terminate their relationship with the Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and that Independent Manager. Venture Partners Wealth Management will assist the Client with the termination and transition as appropriate.

Financial Planning Services

Venture Partners Wealth Management requires an advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Venture Partners Wealth Management 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.

Mr. Bowers is also licensed as independent insurance professional. As an independent insurance professional, Mr. Bowers may earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Mr. Bowers are separate and in addition to Venture Partners Wealth Management's advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor, who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through Mr. Bowers.

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

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

Venture Partners Wealth Management 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

Venture Partners Wealth Management offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, and retirement plans. Venture Partners Wealth Management 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

Venture Partners Wealth Management primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from Venture Partners Wealth Management is 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, Venture Partners Wealth Management generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Venture Partners Wealth Management 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, Venture Partners Wealth Management 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. Venture Partners Wealth Management 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. Please see below for risks associated with the Advisor's investment strategy and general risks of investing.

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

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

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

Market Risks

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

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

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.

Use of Independent Managers

The Advisor will typically use Independent Managers for all or a portion of a Client's investment portfolio. As such, the Advisor is providing oversight of the Independent Manager and the relationship with the Client; however, the buying, selling, and transfers are done on a discretionary basis by the Independent Manager. The Advisor will continue to do ongoing reviews of the Independent Manager, but the investment recommendations rely, to a great extent, on Independent Manager's ability to successfully implement their investment strategy. Clients are advised to review the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures) prior to entering into an agreement with the Independent Manager.

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

Securities laws require an advisor to disclose any instances where the Advisor or its Advisory Persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. You may independently view the background of the Advisor on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching by the firm name or the Advisor's CRD# 287854.

On April 20, 2010, Richard M. Bowers was subject to a (2) month suspension by the Financial Industry Regulatory Authority ("FINRA") of principal capacities and ordered to requalify in all principal capacities before

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resuming any principal activities. Mr. Bowers was also assessed a civil and administrative penalty of \$5000 and monetary fines of \$3,607.25, which was paid on December 13, 2011. You may independently view the background of Richard M. Bowers on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with Mr. Bowers name or his Individual CRD# 1263206.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

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

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

A. Code of Ethics

Venture Partners Wealth Management has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Venture Partners Wealth Management (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Venture Partners Wealth Management and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Venture Partners Wealth Management's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (508) 367-9415.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

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

D. Personal Trading at Same Time as Client

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

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Venture Partners Wealth Management 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 Venture Partners Wealth Management to direct trades to the Custodian as agreed in the investment advisory agreement. Further, Venture Partners Wealth Management does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis. Where the Advisor does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by the Advisor. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. The Advisor may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or the location of the Custodian's offices. Venture Partners Wealth Management will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". The Advisor maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

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

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. Venture Partners Wealth Management does not participate in soft dollar programs sponsored or offered by any broker-dealer. However, the Advisor receives certain economic benefits from Schwab (Please see Item 14).

2. Brokerage Referrals - Venture Partners Wealth Management 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 Venture Partners Wealth Management will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the Custodian, Venture Partners Wealth Management will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Venture Partners Wealth Management will execute its transactions through the Custodian as directed by the Client. Venture Partners Wealth Management may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the

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

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Richard M. Bowers, Chief Compliance Officer of Venture Partners Wealth Management. Formal reviews are generally conducted at least annually or more depending on the needs of the Client.

B. Causes for Reviews

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

Venture Partners Wealth Management may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. The Advisor is not compensated for these referrals. Likewise, Venture Partners Wealth Management may receive non-compensated referrals of new Clients from various third-parties.

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

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

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to

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

Services that May Only Benefit the Advisor – Schwab also offers other services and financial support to Venture Partners Wealth Management that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Venture Partners Wealth Management believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

B. Client Referrals from Solicitors

Venture Partners Wealth Management does not engage paid solicitors for Client referrals.

Item 15 – Custody

Venture Partners Wealth Management does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Venture Partners Wealth Management to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Venture Partners Wealth Management to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Item 16 – Investment Discretion

Venture Partners Wealth Management 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 Venture Partners Wealth Management. 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 Venture Partners Wealth Management will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

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

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The President and Chief Compliance Officer of Venture Partners Wealth Management is Richard M. Bowers. Information regarding the formal education and background of Mr. Bowers is included in Item 2 of his Form ADV Part 2B – Brochure Supplement below.

B. Other Business Activities of Principal Officer

Insurance Agency Affiliations

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

C. Performance Fee Calculations

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

D. Disciplinary Information

Securities laws require an advisor to disclose any instances where the Advisor or Mr. Bowers have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. You may independently view the background of the Advisor on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching by the firm name or the Advisor's CRD# 287854.

On April 20, 2010, Richard M. Bowers was subject to a (2) month suspension by the Financial Industry Regulatory Authority ("FINRA") of principal capacities and ordered to requalify in all principal capacities before resuming any principal activities. Mr. Bowers was also assessed a civil and administrative penalty of \$5000 and monetary fines of \$3,607.25, which was paid on December 13, 2011. You may independently view the background of Richard M. Bowers on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with Mr. Bowers name or his Individual CRD# 1263206.

E. Material Relationships with Issuers of Securities

Neither Venture Partners Wealth Management nor Mr. Bowers has any relationships or arrangements with issuers of securities.

Form ADV Part 2B – Brochure Supplement

for

Richard M. Bowers
President and Chief Compliance Officer

Effective: April 27, 2020

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Richard M. Bowers (CRD# 1263206) in addition to the information contained in the Venture Partners Wealth Management, LLC (“Venture Partners” or the “Advisor”, CRD# 287854) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Venture Partners Disclosure Brochure or this Brochure Supplement, please contact us at (508) 367-9415.

Additional information about Mr. Bowers is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 1263206.

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Item 2 – Educational Background and Business Experience

Richard M. Bowers, born in 1959, is dedicated to advising Clients of Venture Partners Wealth Management as its President and Chief Compliance Officer. Mr. Bowers earned a CSS - Certificate Special Studies from Harvard University in 1986. Mr. Bowers also earned a Bachelor of Science in Business and Economics from Mount St. Mary's University in 1982. Additional information regarding Mr. Bowers' employment history is included below.

Employment History:

President and Chief Compliance Officer, Venture Partners Wealth Management, LLC	03/2017 to Present
Silverwood Partners, LLC, Managing Director Advisor	03/2019 to Present
Director, Venture Partners Capital, LLC	01/2017 to 12/2017
Consultant, Self Employed	07/2016 to 01/2017
Insurance Agent, Metlife Securities Inc.	01/2015 to 06/2016
Registered Representative, New England Securities Corporation	06/2013 to 01/2015
Agent, Penn Mutual Life Insurance Company	04/2011 to 06/2013
Registered Representative, Hornor Townsend & Kent Inc.	05/2011 to 03/2013
Director - Private Placements, Venture Partners Capital LLC	10/2008 to 05/2011
President, First Dunbar Securities Corporation	10/2002 to 10/2008

Item 3 – Disciplinary Information

On April 20, 2010, Richard M. Bowers was subject to a (2) month suspension by the Financial Industry Regulatory Authority ("FINRA") of principal capacities and ordered to requalify in all principal capacities before resuming any principal activities. Mr. Bowers was also assessed a civil and administrative penalty of \$5000 and monetary fines of \$3, 607.25, which was paid on December 13, 2011. You may independently view the background of Richard M. Bowers on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with Mr. Bowers name or his Individual CRD# 1263206.

Item 4 – Other Business Activities

Broker-Dealer Affiliation

Mr. Bowers is also licensed as Registered Advisor Representative with Silverwood Capital. Mr. Bowers will not earn ongoing investment advisory fees regarding any products or services implemented in the Advisory Person's separate capacity as a registered representative Silverwood Capital. Mr. Bowers spends less than 1 hour a week as Managing Director Advisor of Silverwood Capital.

Insurance Agency Affiliations

Mr. Bowers is also licensed as an independent insurance professional. As an independent insurance professional, Mr. Bowers may earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Mr. Bowers are separate and in addition to the Advisor's advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through Mr. Bowers.

Item 5 – Additional Compensation

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

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Item 6 – Supervision

Mr. Bowers serves as the President and Chief Compliance Officer of Venture Partners Wealth Management. Mr. Bowers can be reached at (508) 367-9415.

Venture Partners Wealth Management has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of Venture Partners Wealth Management. Further, Venture Partners Wealth Management is subject to regulatory oversight by various agencies. These agencies require registration by Venture Partners Wealth Management and its Supervised Persons. As a registered entity, Venture Partners Wealth Management is subject to examinations by regulators, which may be announced or unannounced. Venture Partners Wealth Management is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

Mr. Bowers does not have any additional information to disclose.

Privacy Policy

Effective: April 27, 2020

Our Commitment to You

Venture Partners Wealth Management, LLC (“Venture Partners Wealth Management” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Venture Partners Wealth Management (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Venture Partners Wealth Management does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<p>Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.</p>	Yes	No
<p>Marketing Purposes Venture Partners Wealth Management does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Venture Partners Wealth Management or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.</p>	No	Not Shared
<p>Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].</p>	Yes	Yes
<p>Information About Former Clients Venture Partners Wealth Management does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.</p>	No	Not Shared

State-specific Regulations

Massachusetts	In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.
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Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (508) 367-9415.

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