

Item 1: Cover Page



Form ADV Part 2A Investment Adviser Brochure

Main Offices

72096 Ramos Avenue, Suite D
Covington, LA 70433
(985) 893-1440

7000 Peachtree Dunwoody Rd NE
Building 6, Suite 100
Atlanta, GA 30328
(404) 602-0034

www.beamwealth.com

March 2026

This Brochure provides information about the qualifications and business practices of BEAM Wealth Advisors, Inc. (“we,” “us,” “our”). If you have any questions about the contents of this Brochure, please contact the Firm at the telephone number listed above.

Additional information about our Firm is also available on the SEC’s website at www.adviserinfo.sec.gov. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. The Firm is a registered investment adviser. Registration does not imply any level of skill or training.

Item 2: Summary of Material Changes

In this Item, BEAM is required to discuss any material changes that have been made to the brochure since the last updated filing, which was dated March 2025.

- BEAM updated assets under management (discretionary and non-discretionary) as of December 31, 2025.
- BEAM has removed language on the LightBEAM platform as this platform is no longer available through Schwab.
- BEAM has removed language regarding Orion minimum account fees as the firm no longer uses Orion for billing and reporting.
- BEAM enhanced its disclosure regarding internal incentive arrangements, including the use of synthetic equity or similar compensation structures, and the related conflicts of interest. See Item 10 – Other Financial Industry Activities and Affiliations.
- BEAM clarified its disclosure regarding referral relationships, including reciprocal and internal referrals, and the potential conflicts of interest associated with such arrangements. See Item 14 – Client Referrals and Other Compensation.
- BEAM made non-material edits for clarity and consistency.

The new date of the brochure is now March 2026.

BEAM is required to annually offer or deliver to you a copy of our current Form ADV Part 2A Disclosure Brochure and provide a copy of our Summary of Material Changes since our last annual update. BEAM's Part 2A Disclosure Brochure can be viewed and printed from our website: www.beamwealth.com

If you would prefer to have a copy mailed to you, please contact our office at either (985) 893-1440 or (404) 602-0034. A copy will be sent to you within seven days of contact. If you have any questions, please contact your investment adviser representative, or send an email to disclosure@beamwealth.com.

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Item 4: Advisory Business

BEAM Wealth Advisors, Inc., dba Benedetti, Gucer & Associates in some states, (“BEAM”, the “Firm”, “we”, “us”, “our”) is an investment adviser providing wealth management services and financial planning services to individuals, high net worth individuals, businesses, trusts, estates and 401k plans. BEAM was founded in 1985.

The Firm is owned equally by Jaime Benedetti and Bob Gucer.

Financial Planning and Consulting Services

BEAM offers financial planning services, which may include a review of all aspects of a client’s current financial situation, including the following components: cash management, risk management, insurance, education funding, goal setting, retirement planning, estate and charitable giving planning, tax planning, and capital needs planning. BEAM works with clients to gain an understanding of relevant financial considerations, priorities, and investment objectives, as applicable to the scope of the engagement.

Additional information may be reviewed as appropriate and as provided by the client, consistent with the services requested.

Financial planning services may be comprehensive or may focus on certain aspects of a client’s financial situation. A client should understand that when BEAM is engaged to address only certain components, the client’s overall financial and investment situation may not be taken into consideration.

Financial planning services create a potential conflict of interest. The client is under no obligation to utilize additional services of BEAM and its representatives and is under no obligation to implement the advice or plan presented by their advisor(s). Clients may choose all, none, or certain components of advice and recommendations and can implement the recommendations at their discretion through the service providers of their choice.

Clients are responsible for providing accurate and complete information and for promptly notifying BEAM of any material changes in their financial circumstances, objectives, or restrictions relevant to the advisory relationship.

Investment and Wealth Management Services

BEAM provides ongoing investment advisory services designed to align with each client’s individual circumstances and the scope of services agreed upon in the advisory agreement. Through discussions with clients and information they provide, BEAM develops and implements investment strategies intended to be consistent with the client’s stated objectives (e.g., capital appreciation, growth, income, or a combination thereof). BEAM generally manages advisory accounts on a discretionary basis; however, non-discretionary arrangements may be available in certain circumstances.

BEAM designs and manages investment portfolios that may include individual equities, bonds, mutual funds, exchange-traded funds (“ETFs”), and alternative investments such as managed futures, non-traded REITs, private equity, and digital asset-related investments, as appropriate for the client. BEAM may also recommend other investment vehicles or strategies consistent with the client’s objectives and the scope of the advisory relationship.

In establishing portfolio allocations, BEAM considers the overall investment approach selected by the client, along with other relevant factors. Mutual funds and similar investments may be evaluated using information such as stated investment objectives, management approach, historical performance, expense considerations, and other data deemed relevant. Portfolio weighting and diversification are determined based on each client’s specific circumstances and investment goals.

Non-Discretionary Management Services

For certain clients, BEAM manages client investment portfolios on a non-discretionary basis. These portfolios are designed by the Client and implemented by BEAM based on the client's profile. There will be no ongoing investment advice on the accounts by BEAM and the Client will retain full discretion to supervise, manage and direct the assets that may be held in the account(s). Client shall retain full power and authority of any purchase, sell, invest, reinvest, exchange, convert and trade the assets in the Account by notifying BEAM to affect such transactions.

Retirement Plan Consulting Services

BEAM offers ERISA Plan Sponsor Consulting Services. These services include:

- Plan Design Consulting and Review;
- Fiduciary Review;
- Fee Review;
- Investment Review; and
- Educational Planning

Use of Independent Managers

BEAM may select certain Independent Managers to actively manage a portion of its clients' assets. The specific terms and conditions under which a client engages an Independent Manager will be set forth in a separate written agreement, as an addition to this brochure with the designated Independent Manager

BEAM conducts due diligence on Independent Managers, which may include review of publicly available information, materials provided by the manager, and other third-party resources believed to be reliable.

BEAM continues to provide services related to the discretionary selection of the Independent Managers. The Firm periodically reviews the performance and ongoing suitability of Independent Managers, consistent with its supervisory practices and the scope of services.

Accounts Held Away

BEAM provides an additional service for accounts not directly held with our recommended custodians, but where we do have discretion, and may leverage an Order Management System to implement tax-efficient asset allocation and opportunistic rebalancing strategies on behalf of our client. These are primarily 401(k) accounts, HSA's, and other assets we do not custody.–Where authorized, BEAM may provide advisory services related to assets held away, which may include periodic review of available investment options and recommendations consistent with the agreed scope of services, though using different tools as necessary.

Class Action Litigation

BEAM partners with 11thEstate, Inc. ("11thEstate") to help clients recover funds from securities class action settlements and other shareholder entitlements. While BEAM is not obligated to file claims, we have engaged 11thEstate to handle the process when it is determined that clients are eligible to participate. Clients can choose to opt-out or change their authorization at any time by notifying their financial adviser or emailing disclosure@beamwealth.com. To facilitate claims, it may be necessary to share limited client details, such as name and account number, with 11thEstate so they can work with the Claim Administrator to facilitate claims filing. Please note that BEAM does not receive any compensation from 11thEstate for these services. 11thEstate earns its fee as a percentage of recovered funds, which is deducted from the gross settlement amount before depositing net proceeds into client accounts. Clients can request a detail of the fees at any time by requesting such information from their financial adviser.

Tailored Services

BEAM tailors its advisory services to meet the needs of its individual clients and seeks to manage client portfolios in a manner consistent with those needs and stated objectives. BEAM consults with clients, as appropriate, to understand factors relevant to portfolio management and the agreed scope of services. Clients are advised to promptly notify BEAM if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if BEAM determines, in its sole discretion, the conditions will not materially impact the performance of a management strategy or prove overly burdensome to the Firm's management efforts.

The Firm offers different service models designed to align with client needs, objectives, and engagement levels. The scope and nature of services provided may vary based on factors including, but not limited to, client objectives, complexity of financial circumstances, account size, and level of engagement. Accordingly, not all clients receive the same level or type of services, and certain services may be limited or excluded depending on the service model selected

Fiduciary Statement

We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act, ("ERISA") and/or the Internal Revenue Code, ("IRC"), as applicable, which are laws governing retirement accounts.

We must act in your best interest and not put our interests ahead of yours. At the same time, the way BEAM receives compensation for its services inherently creates some form of conflict of interest. We must take into consideration each client's objectives and act in the best interests of the client. We are prohibited from engaging in any activity that conflicts with the interests of the client. We have the following responsibilities when working with a client:

- To render impartial advice;
- To make appropriate recommendations based on the client's needs, financial circumstances, and investment objectives;
- To exercise a high degree of care and diligence to ensure that information is presented in an accurate manner and not in a way to mislead;
- To have reasonable basis, information, and understanding of the facts in order to provide appropriate recommendations and representations;
- Disclose any material conflict of interest in writing; and
- Treat clients fairly and equitably.

Regulations prohibit us from:

- Employing any device, scheme, or artifice to defraud a client;
- Making any untrue statement of a material fact to a client or omitting to state a material fact when communicating with a client;
- Engaging in any act, practice, or course of business which operates or would operate as fraud or deceit upon a client; or

- Engaging in any manipulative act or practice with a client.

We will act with competence, dignity, integrity, and in an ethical manner when working with clients. We will use reasonable care and exercise independent professional judgement when conducting investment analysis, making investment recommendations, trading, promoting our services, and engaging in other professional activities.

Wrap Fee Programs

BEAM does not refer clients to wrap fee programs.

Conflicts of Interest

All material conflicts of interest regarding BEAM, its Investment Advisor Representatives and any of BEAM's employees which could reasonably expect to impair the rendering of unbiased and objective advice have been disclosed.

Client Assets

As of December 31, 2025, BEAM had \$1,600,547,274 of assets under management, of which \$1,562,007,054 were managed on a discretionary basis and \$38,540,220 were managed on a non-discretionary basis.

Item 5: Fees and Compensation

BEAM offers services on a fee basis, which may include fixed and/or hourly fees, as well as fees based upon assets under management or advisement. Additionally, some of the Firm's Supervised Persons, in their individual capacities, may offer securities brokerage services and/or insurance products under a separate commission-based arrangement.

Financial Planning and Consulting Services

BEAM generally charges a fixed and/or hourly fee for providing financial planning and consulting services. These fees are negotiable but generally range from \$600 to \$15,000 on a fixed fee basis and/or from \$100 to \$400 on an hourly basis, depending upon the scope and complexity of the services provided. If the client engages the Firm for additional investment advisory services, BEAM may, at their sole discretion, offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services.

The terms and conditions of the financial planning and/or consulting engagement are set forth in the Advisory Agreement. Financial planning fees are billed quarterly in advance, while any hourly charges will be billed in arrears.

Investment Management Fees

BEAM offers investment management services for an annual fee based on the amount of assets under the Firm's management. This management fee generally varies, depending upon the size and composition of a client's portfolio and the type of services rendered. Generally, fees range from less than 1% annually to no more than 3% annually.

The specific fee charged for investment management services is prominently disclosed in the Investment Advisory Agreement.

The annual fee is prorated and charged either monthly or quarterly, in arrears or in advance, based upon the method selected in the Investment Advisory Agreement and the billable market value of the assets being managed by BEAM on the billing valuation date.

Advisory fees will be prorated to reflect cash flows (including deposits and withdrawals) occurring during the applicable billing period, whether monthly or quarterly. Adjustments will be calculated based on the timing and amount of each cash flow relative to the number of days remaining in the billing period. Additionally, new account fees shall be prorated for partial billing periods based on the number of days during which Services were provided.

Non-Discretionary Management Services

BEAM offers non-discretionary management services for an annual fee based on the amount of assets under the Firm's management. This management fee is comprised of the Annual Account Service Fee plus the IAR Non-discretionary management fee as indicated in the agreement. Fees for this account will be less than 1% annually.

The annual fee is prorated and charged monthly or quarterly, in arrears or in advance, based upon the method selected in the non-discretionary investment advisory agreement and the billable market value of the assets as of the billing valuation date.

Advisory fees will be prorated to reflect cash flows (including deposits and withdrawals) occurring during the applicable billing period, whether monthly or quarterly. Adjustments will be calculated based on the timing and amount of each cash flow relative to the number of days remaining in the billing period. Additionally, fees shall be prorated for partial billing periods based on the number of days during which Services were provided.

Retirement Plan Consulting Fees

Fees for ERISA/Plan Sponsor Consulting Services will typically range from .05% to .50% depending on the size of the plan assets and complexity of the plan. For certain plans, a flat fee may be negotiated. The specific fee charged for consulting services is prominently disclosed in the BEAM ERISA disclosure letter for each plan client.

Consulting Services Fees will be invoiced in accordance with the BEAM ERISA disclosure letter, and payment can be facilitated through automatic deduction from the Client Account by the Custodian or settled directly by the Client. The Client bears the responsibility of verifying the accuracy of these fees, as reflected in the custodian's brokerage statement, given that the Custodian does not assume this oversight. Clients are required to furnish written authorization, granting BEAM the authority to receive payments directly from their accounts maintained by the Custodian, as stipulated in the BEAM ERISA disclosure letter and separate account forms supplied by the Custodian in alignment with the relevant fee arrangement.

Accounts Held Away

For accounts held away, the investment management fee generally varies, depending upon the size and composition of a client's portfolio and the type of services rendered. Generally, fees range from less than 1% annually to no more than 3% annually. This fee will be assessed and billed quarterly based on the account value as of the billing valuation date. The Advisory Fee payable for any Held Away Account will be deducted directly from another Client Account, and if there are insufficient funds available in another Client Account or the Advisor believes that deducting the Advisory Fee from another Client Account would be prohibited by applicable law, it will invoice the Client. In the event the advisory agreement is terminated, there will be no return of fees as this fee is charged in arrears.

Fee Discretion

BEAM may, in its sole discretion, negotiate to charge a lesser fee based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing/legacy client relationship, account retention and pro bono activities.

Direct Fee Debit

Clients generally provide BEAM and/or certain Independent Managers with the authority to directly debit their accounts for payment of the investment advisory fees. The Financial Institutions that act as the qualified custodian for client accounts, from which the Firm retains the authority to directly deduct fees, have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to BEAM. Alternatively, clients can elect to have BEAM send a separate invoice for direct payment. It is the client's responsibility to promptly notify their adviser if there is a change of address and/or if statements have not been received from the custodian.

Account Additions and Withdrawals

Clients may make additions to, and withdrawals from, their account at any time. Additions may be in cash or securities; however, the Firm reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account if the firm, in its sole discretion deems such securities to be incompatible with the adviser's management of the account. Clients may withdraw account assets on notice to BEAM, subject to the usual and customary securities settlement procedures; however, the Firm generally designs the portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a client's investment objectives. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, short-term redemption fees, fees assessed at the mutual fund level (e.g., contingent deferred sales charges) and/or tax ramifications.

Commissions and Sales Charges for Recommendations of Securities

Clients can engage certain persons associated with BEAM (but not the Firm directly) to render securities brokerage services under a separate commission-based arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with BEAM. Under this arrangement, the Firm's Supervised Persons, in their individual capacities as registered representatives of Purshe Kaplan Sterling Investments ("PKS"), may provide securities brokerage services and implement securities transactions under a separate commission-based arrangement. Supervised Persons may be entitled to a portion of the brokerage commissions paid to PKS, as well as a share of any ongoing distribution or service (trail) fees from the sale of mutual funds. BEAM may also recommend no-load or load-waived funds, where no sales charges are assessed. Prior to effecting any transactions, clients are required to enter into a separate account agreement with PKS.

A conflict of interest exists to the extent that BEAM recommends the purchase or sale of securities where its Supervised Persons receive commissions or other additional compensation as a result of the Firm's recommendation. The Firm has procedures in place to ensure that any recommendations made by such Supervised Persons are in the best interest of clients. For certain accounts covered by the Employee Retirement Income Security Act of 1974 ("ERISA") and such others that BEAM, in its sole discretion, deems appropriate, BEAM may provide its investment advisory services on a fee-offset basis. In this scenario, BEAM may offset its fees by an amount equal to the aggregate commissions and 12b-1 fees earned by the Firm's Supervised Persons in their individual capacities as registered representatives of PKS.

Termination:

Investment Advisory Agreements may be cancelled at any time by either party, for any reason upon receipt of written notice. As previously disclosed, certain fees are paid in advance of services provided. Upon termination of any account, any prepaid, unearned fees greater than \$25 will be promptly refunded according to the number of days remaining in the billing period.

Cash Balances

Some of your assets may be held as cash and remain uninvested. Holding a portion of your assets in cash and cash alternatives, i.e., money market fund shares, may be based on your desire to have an allocation to cash as an asset class, to support a phased market entrance strategy, to facilitate transaction execution, to have available funds for withdrawal needs or to pay fees or to provide for asset protection during periods of volatile market conditions.

For purposes of calculating advisory fees, the Firm may include or exclude cash and cash equivalents from the billable asset base depending on the client's investment objectives, portfolio structure, and the terms of the applicable advisory agreement. In certain cases, cash holdings may be intentionally maintained for liquidity, risk management, or strategic allocation purposes and may be subject to advisory fees. In other cases, cash balances may be excluded from billing. The specific treatment of cash is disclosed in the client's advisory agreement or otherwise agreed upon in writing.

Retirement Plan Rollover Recommendations

As part of our investment advisory services to our clients, we may recommend that clients roll assets from their employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") that we will advise on the client's behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts.

If the client elects to roll the assets to an IRA that is subject to our advisement, we will charge the client an asset-based fee as set forth in the Investment Advisory Agreement

executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to the client (i.e., receipt of additional fee-based compensation). Clients are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if clients do complete the rollover, clients are under no obligation to have the assets in an IRA advised on by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under an additional special rule that requires us to act in our clients' best interests and not put our interests ahead of our clients.

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 our clients' 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 our clients' best interests;
- charge no more than a reasonable fee for our services; and
- give clients basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, clients should consider the costs and benefits of a rollover. Note that an employee will typically have four options in this situation:

1. leaving the funds in the employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide clients with an explanation of the advantages and disadvantages of both account types and document the basis for our belief that the rollover transaction we recommend is in your best interests.

General Information on Compensation

In certain circumstances, fees, account minimums and payment terms are negotiable depending on client's unique situation – such as the size of the aggregate related party portfolio size, family holdings, low-cost basis securities, or certain passively advised investments and pre-existing relationships with clients. Certain clients may pay more or less than others depending on the amount of assets, type of portfolio, or the time involved, the degree of responsibility assumed, complexity of the engagement, special skills needed to solve problems, the application of experience and knowledge of the client's situation. Lower fees for comparable services may be available from other sources.

Related accounts may be linked for purposes of fee calculation; meaning certain accounts, approved by BEAM at their discretion, may be grouped for fee calculations.

As described above, all fees paid to BEAM for asset management services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees will generally include a management fee, other fund expenses and a possible distribution (12b-1) fee. The broker/dealer may receive these fees in connection with the placement of client funds into mutual funds. BEAM does not receive any portion of 12b-1 or similar fees, as these fees are rebated by the broker/dealer to the client. Mutual funds purchased by BEAM for a client account will be executed at NAV. The client should review both the fees charged by mutual funds and the fees charged by BEAM to fully understand the total amount of fees to be paid and to evaluate the advisory services being provided.

The same or similar portfolio management services may be available from other investment advisers for a lower fee. Investment advisory fees, which BEAM advisory and transaction costs, may be more or less costly than paying for the services separately. This depends upon the investment advisory fees charged, the number of transactions for the account, and the level of brokerage and other fees that would be payable if client obtained the services individually.

Item 6: Performance-Based Fees and Side-by-Side Management

BEAM does not provide any services for a performance-based fee (i.e., a fee based on a share of capital gains or capital appreciation of a client's assets) because of the potential for a conflict of interest.

Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client than appropriate for their risk tolerance and financial situation

Item 7: Types of Clients

BEAM offers services to individuals, high net-worth individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations, and business entities.

Minimum Account Requirements

BEAM may impose minimum account requirements for starting and maintaining an investment management relationship. Typically, BEAM has a minimum size account requirement of \$75,000 per account.

For the non-discretionary managed accounts, there is no minimum account size requirement.

Certain Independent Managers may impose more restrictive account requirements and billing practices from the Firm. In these instances, BEAM may alter its corresponding account requirements and/or billing practices to accommodate those of the Independent Managers.

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

Methods of Analysis

The Firm endeavors to keep abreast of the general and macroeconomic business conditions, changes in law, taxation, and various investment and insurance products relevant to its clients. To this end, BEAM reviews business publications, seminars, webinars, economic services, tax services, journals, historical data, computer models, and research materials. These can be sources prepared by parties other than BEAM, such as corporate rating services, inspections of corporate and business activities, and the research of economists and other materials relevant to BEAM services. The Firm also utilizes third-party data analytics and financial research platforms (such as FactSet, YCharts, and similar services) to support internal investment research and analysis. In addition, the Firm has access and subscribes to a collection of research and commentary from various economists and market strategists.

In consideration of the breadth, complexity, and speed at which information and rules can change, the Firm seeks to stay abreast of nuances as reasonably as possible. Although BEAM leverages multiple external sources for information, BEAM is unable to personally guarantee the accuracy of the research they provide.

Investment Strategies

As with most investments, there is a tradeoff between the risk of a portfolio and its expected return. With this in mind, many types of investment portfolios are considered and utilized by the Firm. In practice, the main strategies include “asset allocation” and “diversification” based on Modern Portfolio Theory and Post-Modern Portfolio Theory, considering behavioral finance.

The Firm has a sliding scale of asset allocation portfolios based on risk (volatility), expected return, and account type. Allocating resources to different classes of financial assets, such as stocks, bonds, cash, real estate, and commodities, among others, along with each asset classes’ sectors and sub-sectors, is generally believed to result in diversification. Diversification is intended to potentially lower certain risks and volatility as different assets can react differently under various environments. Utilizing these strategies, the Firm strives to have “a lot of eggs, in a lot of different baskets”.

Asset allocation portfolios generally utilize historical data to seek to estimate an expected risk and expected return of a particular portfolio; however, portfolios are constructed with an eye to the future and past performance is utilized as a construction mechanism, not a prediction of future returns. Licensed software providers assist BEAM in this process by providing access to data and analysis tools. Specific assets within an asset allocation portfolio are generally selected with the objective of potentially earning acceptable long-term total return given the amount of risk taken, commensurate to a client’s specific profile, as determined in conjunction with the client’s adviser. The Firm’s goal with its investment strategy is to strive to exceed the expected return of the asset mix utilized, relative to the risk taken, as this would add value for its clients. Nevertheless, past results and expected returns are not a guarantee of the future, and actual returns may vary. Accounts managed using the principals of asset allocation and diversification are not guaranteed and may lose value.

Overall, as part of its supervisory responsibilities, the Firm requires its advisers to operate generally under the key tenets of Modern Portfolio Theory which include asset allocation and diversification, or a method of management that is sufficiently described and understood by the Firm. Investment strategies and portfolios may differ from adviser to adviser, and from client to client, and there is a risk of adverse consequences due to each adviser’s investment strategy. Each client brings different beliefs and notions to their relationship with BEAM, and BEAM is sensitive to client needs. Specific client account allocations are determined according to a client’s risk tolerance profile. As a result, there may be a departure from some or many of the tenets of Modern Portfolio Theory for a

client. Please note, the Firm reserves the right to use discretion in determining whether to work with clients that may not be a good fit, due to investing temperament, among other factors.

Certain advisers may employ the following strategies/techniques in the management of your portfolio(s):

- Market Timing
- Sector Rotation
- Concentrated Positions

Market timing is the strategy of making buy or sell decisions of financial assets by attempting to predict future market price movements. The prediction may be based on an outlook of market or economic conditions resulting from technical or fundamental analysis, or at the discretion of the adviser. This is an investment strategy based on the outlook for an aggregate market, rather than for a particular financial asset. The risks include but are not limited to the potential for diminished long-term performance, and the potential for loss or decline in investment value that could result from the difficulty in predicting market movement.

Sector rotation is a strategy based on moving investments across business sectors to attempt to take advantage of cyclical trends in the overall economy. Sector rotation can be prompted by fundamental changes in the economy or within specific industries, or it can be part of a systematic investment strategy that follows cyclical or seasonal price patterns. The risks include but are not limited to the potential for diminished long-term performance in any one sector and/or the potential for loss or decline in investment value resulting from the difficulty in predicting sector movement.

A Concentrated Position occurs when an investor owns shares of a single security, single type of security or security invested in a specific sector that represents a large percentage of his or her overall portfolio. The risks include but are not limited to market risk of not being diversified, business risks affected by changes in consumer preferences, ineffective management, law changes or new competition. As such, these and other risks can potentially cause the loss or decline in investment value.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear.

All investments involve the risk of loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends and other distributions), and the loss of future earnings. Although we manage assets in a manner consistent with your investment objectives and risk tolerance, there can be no guarantee that our efforts will be successful. You should be prepared to bear the following risk of loss:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When inflation is present, a dollar next year will not buy as much as a dollar today, because purchasing power is eroding at the rate of inflation. The risk exists that your investment portfolio may not earn more than the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties (i.e., Non-traded REITs and other alternative investments) are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.
- **Cybersecurity Risk:** A breach in cyber security refers to both intentional and unintentional events that may cause an account to lose proprietary information, suffer data corruption, or lose operational capacity. This in turn could cause an account to incur regulatory penalties, reputational damage, and additional compliance costs associated with corrective measures, and/or financial loss.
- **Pandemic Risk:** Large-scale outbreaks of infectious disease can greatly increase morbidity and mortality over a wide geographic area, crossing international boundaries, and causing significant economic, social, and political disruption.
- **Custodial Risk:** This risk is the possibility that a party to a transaction will be unable or unwilling to fulfill its contractual obligations either due to technological errors, control failures, malfeasance, or potential regulatory liabilities.
- **Digital Asset Risk:** We may recommend investments in certain digital currencies, including, without limitation, Bitcoin, Ethereum, Litecoin, and others digital coins, tokens, and assets (collectively, "Digital Assets"). Where exposure to this asset class is otherwise appropriate for the client, we expect to obtain such exposure through purchases and sales of ETFs and other publicly traded securities, the underlying holdings of which consist, in whole or in part, of Digital Assets.
 - Investment in Digital Assets involves an high degree of risk and is more speculative than an investment in publicly-traded securities like stocks, bonds, mutual funds, and securities or commodities-based ETFs. Unlike the market valuations of publicly-traded stocks and bonds which can be objectively valued on the basis of the issuer's assets, income, debts, liabilities, operations, history of credit-worthiness and other factors, prices of Digital Assets are based entirely on the market's perception of value and are subject to rapid changes in market sentiment. Accordingly, Digital Assets, and pooled investment vehicles which hold it as an asset (such as Digital Asset-based ETFs) are subject to an high level of price volatility, including "flash crashes," and may lose significant value in a matter of minutes, hours, or days. It is common for the value of Digital Assets to move as much as twenty percent (20%) or more in a single day. The ownership of particular cryptocurrencies and other Digital Assets is opaque and therefore, such assets may be owned and controlled by relatively small number of individuals, increasing the potential for fraud and market-manipulation such as pump-and-dump schemes and other fraudulent criminal schemes.
 - Evaluation and understanding of the features, functions, and other properties of Digital Assets requires a high level of technical knowledge and sophistication. The market for Digital Assets is in its infancy, is rapidly evolving, and its future is unknown. Governments and central banks do not create, sponsor, support, back, insure, or control Digital Assets and there is no

guarantee of their future viability as a store of value or a means of exchange. Federal, state, or foreign governments may restrict the use and exchange of Digital Assets, and regulation in the United States is still developing. Digital Assets are not considered legal tender in most jurisdictions, including the United States. No laws require individuals or businesses to accept Digital Assets as a form of payment and Digital Assets do not have any intrinsic value. Their value derives entirely from market forces of supply and demand.

- Cryptocurrency exchanges and other trading venues on which cryptocurrencies and other Digital Assets trade are relatively new and, in most cases, largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for securities, derivatives, and other currencies. Cryptocurrency exchanges may stop operating or permanently shut down due to fraud, technical glitches, hackers, or malware. Due to relatively recent launches, most cryptocurrencies have a limited trading history, making it difficult for investors to evaluate investments. Generally, Digital Asset transactions are irreversible, such that an improper transfer can only be reversed by the receiver of the cryptocurrency agreeing to return the cryptocurrency to the sender.
- Accordingly, investment in Digital Assets is not appropriate for all investors and you should only invest “risk capital” in such an asset class (e.g., funds, the complete and total loss of which, would have insubstantial effect on your overall financial circumstances and financial goals).

Option Contracts

BEAM may recommend an investment in or allocate assets in option contracts. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses, and investments in options contracts have the risk of losing value in a relatively short period of time.

Item 9: Disciplinary Information

BEAM has not been involved in any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

This item requires investment advisers to disclose certain financial industry activities and affiliations. The Firm does not have any other financial industry activities or affiliations that need to be disclosed.

Synthetic Equity and Internal Incentive Arrangements

Certain principals or employees of the Firm may participate in internal incentive or synthetic equity arrangements that are tied to the overall enterprise value, growth, or profitability of the Firm. These arrangements do not represent actual ownership interests or equity securities in the Firm.

These arrangements create a conflict of interest in that participating individuals may have an incentive to promote the Firm's growth, retention of client assets, or expansion of services. The Firm seeks to mitigate this conflict by maintaining fiduciary obligations to clients and supervising recommendations to ensure they are made in clients' best interests.

Registered Representatives of a Broker/Dealer

Most of the Firm's Supervised Persons are registered representatives of PKS and may provide clients with securities brokerage services under a separate commission-based arrangement. This arrangement is described at length in Item 5.

Licensed Insurance Agents

Jaime Benedetti and Bob Gucer are owners of BGA Teams Insurance Agency, LLC, a licensed insurance agency that offers various types of insurance coverage.

Supervised Persons of BEAM may also be appointed with several insurance companies and may be able to receive separate compensation for transactions implemented through various insurance companies.

The potential for receipt of commissions and other compensation when acting as the owner of an insurance agency, or as an insurance agent of another insurance company, may provide an incentive to recommend insurance products based on the compensation received.

Clients are not obligated to use any company for insurance product purchases and may work with any insurance agent they choose.

Fees charged for all insurance sales are separate and distinct from any investment advisory fees charged by the Firm.

Certified Public Accountants (CPAs) or Enrolled Agents

Jaime Benedetti and Bob Gucer are owners of BEAM Tax Services, LLC ("BEAM Tax"). This entity prepares tax returns pursuant to a separate engagement and for separate fees.

Although this entity is under common ownership or control with the Firm, it operates as a separate business. Clients are under no obligation to use the tax services offered by the affiliated entity.

Jaime Benedetti and Bob Gucer are owners of BEAM CPA Services, LLC. This entity will offer CPA services to a client pursuant to a separate engagement and for separate fees.

A few other Firm's Supervised Persons are also licensed CPA's or Enrolled Agents (EA). These activities are outside of the Firm and investment advisory services. These services are provided pursuant to a separate engagement and for separate fees.

The Firm may offer or facilitate access to tax preparation or consulting services through an affiliated or related entity. This creates a conflict of interest as the Firm has an incentive to recommend such services. Clients are not obligated to utilize any affiliated service provider and may choose any tax professional or service provider of their choosing. Tax services are provided pursuant to a separate engagement and for separate fees.

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

BEAM's supervised persons must comply with a Code of Ethics and Statement for Insider Trading. The Code describes the Firms' high standard of business conduct, and fiduciary duty to its clients. The Code's key provisions include:

- Statement of General Principles
- Policy on and reporting of Personal Securities Transactions
- A prohibition on Insider Trading
- Restrictions on the acceptance of significant gifts
- Procedures to detect and deter misconduct and violations
- Requirement to maintain confidentiality of client information

The Chief Compliance Officer reviews all supervised person trades each quarter. These reviews ensure that personal trading does not affect the market. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets.

BEAM's supervised persons must acknowledge the terms of the Code of Ethics at least annually. Any individual not in compliance with the Code of Ethics may be subject to termination.

Clients and prospective clients can obtain a copy of BEAM's Code of Ethics by contacting BEAM at disclosure@beamwealth.com or by requesting a copy from their adviser.

Participation or Interest in Client Transactions; Financial Interest and Principal/Agency Cross

BEAM and its supervised persons do not recommend to clients, or buy or sell for client accounts, securities in which they have a material financial interest.

BEAM does not affect any principal or agency cross securities transactions for client accounts. BEAM will also not cross trades between client accounts.

Participation or Interest in Client Transactions – Personal Securities Transactions

BEAM and its supervised persons may buy or sell securities identical to those recommended to clients for their personal accounts. These trades may not occur ahead of client trades. The Code of Ethics, described above, is designed to assure that the personal securities transactions, activities and interests of the supervised persons of BEAM will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing supervised persons to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of BEAM's clients. In addition, the Code requires pre-clearance of many transactions. Nonetheless, because the Code of Ethics in some circumstances would permit supervised persons to invest in the same securities as clients, there is a possibility that supervised persons might benefit from market activity by a client in a security held by a supervised person. Supervised person trading is continually monitored under the Code of Ethics and exists to reasonably prevent conflicts of interest between BEAM and its clients.

Item 12: Brokerage Practices

Recommendation of Broker/Dealers for Client Transactions

For investment management clients, BEAM generally recommends that clients utilize the custody, brokerage and clearing services of Schwab Advisor Services (“Schwab”), Fidelity Institutional Wealth Services (“Fidelity”), or Raymond James (“RJFS”) for investment management accounts. Schwab, Fidelity and RJFS offer independent investment advisers services which include custody of securities, trade execution, clearance, and settlement of transactions. BEAM receives some benefits from Schwab, Fidelity and RJFS through its participation in these services. These Financial Institution Custodians provide institutional platform services to the Firm, which include custody of securities, trade execution, clearance, and settlement of transactions.

Factors which BEAM considers in recommending Schwab, Fidelity and RJFS, or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research, and service. The Financial Institutions recommended by the Firm may enable the Firm to obtain many mutual funds without transaction charges and other securities at nominal or no transaction charges. The commissions and/or transaction fees charged by Financial Institutions recommended by the Firm may be higher or lower than those charged by other Financial Institutions.

The commissions paid by BEAM’s clients to Schwab, Fidelity, RJFS comply with the Firm’s duty to obtain “best execution.” Clients may pay commissions that are higher than another qualified Financial Institution might charge to affect the same transaction where BEAM determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Financial Institution’s services, including among others, the value of research provided, execution capability, commission rates and responsiveness. BEAM seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker/dealers in return for investment research products and/or services which assist BEAM in its investment decision-making process. Such research generally will be used to service all the Firm’s clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client’s portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because BEAM does not have to produce or pay for the products or services.

BEAM periodically and systematically reviews its policies and procedures regarding its recommendation of Financial Institutions pursuant to its duty to obtain best execution.

Software and Support Provided by Financial Institutions

BEAM may receive without cost from the Financial Institution Custodians it recommends, computer software, related systems support and other economic benefits. BEAM may receive these benefits because the Firm renders investment management services to clients that maintain assets at those Financial Institutions.

Specifically, BEAM may receive the following benefits from Financial Institutions:

- receipt of duplicate client confirmations and bundled duplicate statements;
- access to a trading desk that exclusively services its institutional traders;
- access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts;

- access to an electronic communication network for client order entry and account information; and
- third-party research, publications, access to educational conferences, roundtables, webinars, and practice management resources.

The Firm also has the ability deduct advisory fees 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 Firm by third party vendors. Fidelity, Schwab and RJFS may fund business consulting and professional services received by BEAM's related persons.

Some of the products and services made available by Fidelity, Schwab and RJFS through the program benefit BEAM but not directly its client. These products or services assist BEAM in managing and administering client accounts, including accounts not maintained at Fidelity and Schwab. Other services made available by Fidelity, Schwab and RJFS are intended to help BEAM manage and further develop its business enterprise. The benefits received by BEAM's participation in the program do not depend on the number of brokerage transactions directed to Fidelity, Schwab and RJFS.

The benefits the Firm receives from Financial Institutions it recommends are not provided in connection with clients' securities transactions (i.e., not "soft dollars"). The software, related systems and other economic support are provided for the benefit BEAM, but not its clients directly. In fulfilling its duties to its clients, BEAM endeavors always to put the interests of its clients first. Clients should be aware; however, that BEAM's receipt of economic benefits from a Financial Institution creates a conflict of interest since these benefits influence the Firm's choice of one Financial Institution over another.

Brokerage for Client Referrals

BEAM does not consider, in selecting or recommending broker/dealers, whether the Firm receives client referrals from the Financial Institutions or other third party.

Directed Brokerage

The client may direct BEAM in writing to use a particular Financial Institution to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that Financial Institution and the Firm will not seek better execution services or prices from other Financial Institution or be able to "batch" client transactions for execution through other Financial Institutions with orders for other accounts managed by BEAM (as described above). As a result, the client may pay higher commissions or other transaction costs, greater spreads or may receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, BEAM may decline a client's request to direct brokerage if, in the Firm's sole discretion, such directed brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers (as further discussed below).

Commissions or Sales Charges for Recommendations of Securities

As discussed above, certain Supervised Persons in their respective individual capacities are registered representatives of PKS. These Supervised Persons are subject to FINRA Rule 3040 which restricts registered representatives from conducting securities transactions away from their broker-dealer unless PKS provides written consent. Therefore, clients are advised that certain Supervised Persons may be restricted to conducting securities transactions through PKS if they have not secured written consent from PKS to execute securities transactions through a different broker-dealer. Absent such written consent or separation from PKS, these Supervised Persons are prohibited from executing securities transactions through any broker-dealer other than PKS under its internal supervisory policies.

Trade Aggregation

Transactions for each client generally will be affected independently unless BEAM decides to purchase or sell the same securities for several clients at approximately the same time. BEAM may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Firm’s client’s differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among BEAM’s clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that the Firm determines to aggregate client orders for the purchase or sale of securities, including securities in which BEAM’s Supervised Persons may invest, the Firm generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. BEAM does not receive any additional compensation or remuneration as a result of the aggregation.

In the event that the Firm determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account’s assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, the Firm may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Item 13: Review of Accounts

Account Reviews

BEAM monitors client portfolios consistent with the discretionary authority granted and the scope of services agreed upon while account reviews are conducted periodically, and at least annually, unless a different schedule is agreed upon. Such reviews are conducted by the Firm's investment adviser representatives and/or trading team. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with BEAM and to keep the Firm informed of any changes thereto. The Firm contacts ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Financial planning services are offered on fixed fee or hourly basis, and do not include ongoing services or ongoing reviews of the client's portfolio, although BEAM may recommend a review be performed at least annually. It would be the client's responsibility to update his or her financial goals and secure additional services offered by BEAM, as desired. Investment adviser representatives serve as primary reviewers for client accounts while administrative personnel assist with general client communication and services.

Account Statements and Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from BEAM and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients have an obligation to review statements received from the Custodians to review and verify activities including contributions and distributions reported in accounts. Clients should compare the account statements they receive from their custodian with any documents or reports they receive from BEAM or an outside service provider. If any discrepancies are noted, clients should immediately report their findings to BEAM, their IAR or the custodian. Failure to timely report discrepancies may result in forfeiture of any corrective actions by the custodian.

For Non-Discretionary accounts, clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied in addition to account information on BEAM's client portal, should the client choose to request use of the client portal.

Item 14: Client Referrals and Other Compensation

Compensation - Client Referrals

Affiliated and Unaffiliated persons or entities, (“Promoters”) may, from time to time refer, solicit, or introduce clients to our Firm. We may compensate certain Promoters consistent with the requirements of the Investment Advisers Act of 1940 as well as applicable state/local laws and regulations. In return, we will agree to compensate the Promoter for the referral. Compensation to the Promoter is dependent on the prospective client entering into an advisory agreement with us for advisory services. Compensation to the Promoter will be an agreed upon percentage of our advisory fee which can be a one-time fee, or recurring, pursuant to a written agreement retained by both our Firm and the Promoter.

Referral Relationships and Conflicts of Interest

The Firm’s business is derived, in part, from referrals from existing clients and other professionals, including attorneys, accountants, and other service providers. The Firm may also refer clients to such professionals for services that fall outside the scope of the Firm’s advisory services.

In certain cases, these referral relationships may be reciprocal in nature, meaning the Firm may refer clients to individuals or firms that may also refer clients to the Firm. These arrangements create a conflict of interest because the Firm has an incentive to recommend professionals with whom it has an existing relationship or from whom it may receive referrals or other economic benefits.

The Firm does not require clients to use any recommended service provider and does not receive compensation for client referrals unless otherwise disclosed in writing. However, the Firm may receive indirect economic benefits from such relationships, including the receipt of referrals. Clients are encouraged to conduct their own due diligence when selecting any third-party service provider.

Employee Referrals

The Firm may also receive referrals from its employees, including referrals of prospective clients to the Firm. In certain cases, employees may receive indirect economic benefits from such referrals, including increased compensation opportunities, professional recognition, or other non-cash incentives. These arrangements create a conflict of interest because employees may have an incentive to refer prospective clients to the Firm. The Firm does not require employees to make referrals and supervises such activities in accordance with its fiduciary obligations.

Other Compensation

We receive an economic benefit from our custodians (Fidelity, Schwab and RJFS) in the form of the support products and services they make available to us. You do not pay more for assets maintained at these custodians as a result of these arrangements; however, we benefit from these arrangements because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by our custodians, how they benefit us, and the related conflicts of interest are described above under Item 12 Brokerage Practices.

Item 15: Custody

Clients may authorize BEAM (in the client agreement) to debit fees directly from the client's account at the broker dealer, bank or other qualified custodian (custodian). The custodian sends a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of advisory fees paid directly to BEAM.

Custody – First Party Money Transfers

Clients may provide BEAM with written ongoing authorization to wire money between the client's accounts held with the qualified custodian directly to an outside financial institution (i.e., a client's bank account). A copy of this authorization is provided to the qualified custodian. The authorization includes the client's account number(s) at the outside financial institution(s) as required.

Custody – Third Party Money Transfers

Clients may provide BEAM with a standing letter of authorization (or similar asset transfer authorization) which allows BEAM to disburse funds on behalf of clients to third parties. BEAM does not have the authority to amend destination account details. BEAM also ensures the following conditions are in place for third party money movement:

1. The client provides a Written Authorization to the custodian that includes all appropriate information as to how the transfer should be directed;
2. The Written Authorization includes instruction to direct transfers to the third party either on a specified schedule or from time to time;
3. Appropriate verification is performed by the custodian, along with a transfer of funds notice to the client promptly after each transfer;
4. The client may terminate or change the instruction to the custodian;
5. BEAM has no authority or ability to designate or change any information about the third party contained in the instruction;
6. BEAM maintains records showing that the third party is not a related party of the Firm or located at the same address as the advisor and/or related party.

Custody – Account Statements

As described in Item 13, clients receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets indicating all amounts disbursed from the account including the amount of advisory fees paid directly to BEAM. Clients are urged to carefully review such statements and compare such official custodial records to the account statements or other reports that BEAM provides. BEAM statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

In its' agreements, BEAM is given the authority to exercise discretion on behalf of clients within their investment account(s). BEAM is considered to exercise investment discretion over a client's account if it can affect and/or direct transactions in client accounts without first seeking their consent. BEAM is given this authority through a power-of-attorney included in the agreement between BEAM and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). BEAM takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made; and
- The Independent Managers to be hired or fired.

Certain clients may sign the Non-Discretionary agreement and BEAM will not have discretion over those account(s). In this case, BEAM will consult with the client prior to each trade to obtain concurrence.

Item 17: Voting Client Securities

BEAM does not have any authority to and does not vote proxies on behalf of clients, nor does the Firm make any express or implied recommendation with respect to voting proxies. Clients retain the responsibility for receiving and voting proxies and receive proxies directly from either custodians or transfer agents.

Item 18: Financial Information

BEAM has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

BEAM is not required to provide a balance sheet; BEAM does not serve as a custodian for client funds or securities and does not require prepayment of fees of both more than \$1,200 per client, **and** more than six months in advance.

Privacy Policy Notice

Facts	WHAT DOES BEAM WEALTH ADVISORS, INC. DO WITH YOUR FINANCIAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect, and share depends on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number, Driver’s License Number • Income, Financial Net Worth • Education History, Employment Information • Investment Experience • Account Transactions • Assets <p>When you are <i>no longer</i> our customer, we will continue to hold your information and share it as described in this notice.</p>	
How?	All financial companies need to share customers’ personal information to perform their services and run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons BEAM chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		
	Does BEAM share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s) or respond to court orders and legal investigations	Yes	No
For our marketing purposes — to provide you with newsletters and other documents, and announcements regarding our services.	Yes	Yes
For joint marketing with affiliates	Yes	Yes
For joint marketing with non-affiliates	No	We do not share
For our affiliates’ everyday business purposes — information about your transactions, accounts, etc.	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates’ (accountants, attorneys, and other business professionals) everyday business purposes — in order to ensure appropriate information is required for tax purposes, or for tax planning or estate planning or asset protection planning purposes.	Yes, but only with your expressed consent	Yes
For our non-affiliates to market to you	No	We do not share
To Limit Our Sharing		
Call (985) 893-1440 or (404) 602-0034 or Visit us online: www.beamwealth.com or www.bgawealth.com		
Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		

Who we are	
Who is providing this notice?	<p>BEAM Wealth Advisors, Inc. 72096 Ramos Avenue, Suite D Suite D Covington, LA 70433</p> <p>d/b/a Benedetti, Gucer & Associates 7000 Peachtree Dunwoody Road, NE Building 6, Suite 100 Atlanta, GA 30328</p>
What we do	
How does BEAM protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards (such as password protection or encryption) and restricting access to physical files (such as locked cabinets or building).
How does BEAM collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account • Deposit money • Seek advice about your investments • Enter into an investment advisory contract • Provide us with information about your investment or retirement portfolio or earnings <p>We may also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account, I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership and/or control. They can be financial and non-financial companies.
Non-affiliates	Companies not related by common ownership and/or control. They can be financial or non-financial companies.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or service to you.
Other Important Information	
Information for California, North Dakota, and Vermont Customers	
In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.	