



MD WENDELL WEALTH PARTNERS

DISCLOSURE BROCHURE (ADV PART 2A)

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This Form ADV2A (“Disclosure Brochure”) provides information about the qualifications and business practices of MD Wealth Partners Inc. d/b/a MD Wendell Wealth Partners (“MD Wendell” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact Mark Wendell at (805) 230-1908.

MD Wendell is a registered investment advisor located in the State of California. The information in this Disclosure Brochure has not been approved or verified by the United States 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 MD Wendell to assist you in determining whether to retain the Advisor.

Additional information about MD Wendell Wealth Partners 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# 159131.

Item 2: Summary of 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 MD Wendell.

MD Wendell 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. MD Wendell 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

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

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 in the business practices of MD Wendell.

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# 159131.

You may also request a copy of this Disclosure Brochure at any time, by contacting us at (805) 230-1908.

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Item 4: Advisory Business

A. Ownership/Advisory History

MD Wealth Partners Inc. d/b/a MD Wendell Wealth Partners (“MD Wendell”, “we”, “us”, or the “Advisor”) is a Registered Investment Advisor located in the State of California. MD Wendell is organized as a Corporation under the laws of California. MD Wendell has been providing services since 2009 as a sole proprietor, partnering with an independent firm until MD Wendell then registered as a Registered Investment Advisor with the State of California in January 2012. MD Wendell is owned and operated by Mark D. Wendell (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by MD Wendell.

The Advisor serves as a fiduciary to Clients, as defined under 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.

B. Advisory Services Offered

The Advisor’s services are offered to individuals, high net worth individuals, and business clients (each referred to as a “Client”).

Prior to the Advisor-Client relationship, the Advisor may offer a complimentary general consultation to discuss services available, to give a prospective client time to review services desired, and to determine the possibility of a potential relationship. Investment advisory services begin only after the Client and the Advisor formalize the relationship with a properly executed Client Agreement.

After engaging us, the Client will be asked to share in a data gathering and discovery process in an effort to determine the Client’s stated needs, goals, intentions, time horizons, risk tolerance and investment objectives, based upon information provided by the Client and the nature of services requested.

The Advisor offers the following services:

Financial Planning Services

The Advisor offers financial planning services to evaluate a Client’s financial situation, goals and risk tolerance. Through a series of personal interviews and the use of questionnaires the Advisor will collect pertinent data, identify goals, objectives, financial problems, potential solutions, prepare specific recommendations and implement recommendations. The Advisor places a specific emphasis on risk management, but will tailor services as desired by the Client. As a result, the Advisor’s advice may be provided on other topics such as financial and cash management, estate planning, tax issues, retirement planning, educational funding, goal setting, or other needs as identified by us and the Client.

Conflicts of Interest Disclosure: Please note that a conflict of interest exists between the Advisor, the investment advisor, and you, the Client. You are under no obligation to act on the Advisor’s financial planning recommendations.

Should you choose to act on any of the Advisor's recommendations, you are not obligated to implement the financial plan through the Advisor's investment advisory services. Moreover, you may separately act on the Advisor's recommendations by placing securities transactions with any brokerage firm.

Investment Management Services

Similar to all the Advisor's services, after completing the initial data gathering and discovery process, the Advisor will generally recommend a portfolio strategy to that seeks to achieve the objectives of the Client. The Advisor's investment philosophy is to use principals of value, safety and quality to seek investment options globally. The Advisor places heavy emphasis on risk control, believing that avoiding losses allows appreciation potential of investments to be realized.

MD Wendell will typically recommend that Clients implement their investments through one or more unaffiliated money managers through an investment platform (herein "Independent Managers" and "Investment Platforms", respectively). The Advisor will work closely with each Client to develop a portfolio strategy that consists of one or more independent managers or investment products on the Platform. The Advisor typically recommends that Clients establish accounts with Asset, Inc. ("AssetMark").

At no time will MD Wendell accept or maintain custody of a Client's funds or securities. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client investment advisory agreement and Investment Platform agreement[s]. For additional information, please see Item 12 – Brokerage Practices and Item 15 - Custody.

AssetMark: AssetMark offers an asset allocation system known as the AssetMark Platform. The minimum investment required in the platform depends upon the Investment Solution chosen for a Client's account and is generally \$25,000-\$50,000 for managed mutual fund accounts and \$100,000 for exchange-traded fund ("ETF") accounts, \$250,000 for distribution strategies, and from \$50,000 to \$500,000 for privately managed and unified managed accounts, depending on the investment strategy selected for the account[s], as described in more detail in the AssetMark's Disclosure Brochure, Appendix 1. Accounts below the stated minimums may be accepted on an individual basis at the discretion of the Platform sponsor.

When recommending an Independent Manager or Investment Platform, the Client will be given a copy of their ADV Part 2A – Disclosure Brochure and its Appendix 1, as applicable. Clients are urged to carefully read these disclosure documents.

C. Client Account Management

The Advisor offers individualized investment advice to Clients through its Financial Planning Services. Clients may impose certain restrictions on their accounts at the Platform, subject to the acceptance by the Investment Platform and/or Independent Manager[s].

D. Wrap Fee Programs

The Advisor does not manage or place Client assets into a wrap fee program. Investment management services are provided through Independent Managers and the Investment Platform. These parties may

deliver its services through a wrap fee structure, where securities transaction fees are included as part of the overall fee.

E. Assets Under Management

As of December 31, 2017, MD Wendell manages \$24,389,125 in non-discretionary assets. 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.

A. Fees for Advisory Services

Financial Planning Services

The Advisor's financial planning services are provided on a fixed fee basis or hourly basis. The hourly fee is up to \$500 per hour. The fixed fees range between \$500 and \$5,000 per engagement. Each fee will vary and is dependent on the complexity of the financial situation, the net worth of the individual or business, the estimate of hours involved, including preparation and research, areas to be specified and estimated in the written agreement for services. All fees for planning services are agreed upon in advance in writing and due at that time. All financial planning services provided will be completed within six (6) months of the acceptance date of the financial planning agreement.

Investment Management Services

Fees for Independent Managers and Investment Platforms are paid pursuant to the terms of the investment advisory agreement with MD Wendell as well the agreement signed with the Independent Managers and the Investment Platforms. The Client will be charged one fee for the Advisor's services and another fee for the Independent Managers and the Investment Platform.

The fee for the Advisor's services is based on an annual percentage of assets under management. The tiered fee schedule is continued below:

<u>Account Value</u>	<u>Annual Fee</u>
Up to \$1,000,000	Up to 2.00%
The next \$2,000,000	Up to 1.75%
The next \$7,000,000	Up to 1.50%
Above \$10,000,000	Negotiable

For Clients on the AssetMark platform, fees are deducted by AssetMark quarterly, in advance of each calendar quarter, in accordance with the AssetMark Client Agreement. Fees are based on the previous end-of-quarter market value with quarterly billing cycles occurring in January, April, July and October. All active accounts on the AssetMark platform are included in the quarterly billing cycle. Advisory Fees are deducted from Client accounts seven to ten business days following quarter end directly from Client's account[s], or debited from the related bank account. The final page of the Quarterly Performance Report is the Portfolio Billing Invoice. This serves as notification to the Client of the amount that AssetMark will debit the Client's account[s] for services rendered.

The Advisor's fees are separate and distinct from brokerage fees, transaction fees, and other related costs and expenses that are incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, third party investment advisors and other third parties such as fees charged by managers, custody fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and ETFs also charge internal management fees, as disclosed in each fund's prospectus, which are separate and distinct from the fee. The Advisor does not receive any portion of these commissions, fees, and costs. For additional information on the Advisor's brokerage practices please see Item 12 – Brokerage Practices below.

Comparable Services Disclosure

Clients should note that lower fees for comparable services may be available from other sources.

Conflicts of Interest Disclosure

Pursuant to California Code of Regulations Section 260.238(k), the Advisor has disclosed all material conflicts of interests that could reasonably be expected to impair the rendering of unbiased and objective advice. The conflicts of interest may include, but are not limited to: (a) compensation arrangements connected with advisory services which are in addition to the advisory fees or (b) participation of interest in Client transactions.

B. Fee Billing

Financial Planning Services

Financial planning fees are invoiced by the Advisor and are due upon the receipt of the agreed-upon deliverable[s].

Investment Management Services

Independent Managers and Investment Platforms will bill for their services in accordance to the investment advisory agreement with the Investment Platform and/or Independent Manager[s]. The Investment Platform will add MD Wendell's investment advisory fee and deduct the overall fee from the Client's account[s].

C. Other Fees and Expenses

The fee is separate and distinct from brokerage fees, transaction fees, and other related costs and expenses that are incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custody fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and ETFs also charge internal management fees, as disclosed in a fund's prospectus, which are separate and distinct from the fee. Such charges, fees and commissions are exclusive of and in addition to the Advisor's fee. The Advisor does not receive any portion of these commissions, fees, and costs. For additional information on the Advisor's brokerage practices please see Item 12- Brokerage Practices below.

D. Advance Payment of Fees and Termination

Financial Planning Services

A Client may 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. Thereafter, the agreement may be terminated, at any time, by giving ten (10) days written notice to the Advisor at MD Wendell Wealth Partners, 2945 Townsgate Road, Suite 200, Westlake Village, CA 91361. Upon written notice of termination, fixed fee financial planning services will be prorated based upon the percentage of work completed. Hourly financial planning services will be prorated based upon the number of hours of work completed. Any excess fees will be refunded to the Client. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Investment Management Services

The Client may 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. Termination of services with Independent Managers and Investment Platforms are subject to the terms of the agreement[s] with those parties. Clients must provide ten (10) days written notice to the Advisor to terminate the Advisor's agreement. Upon termination, fees will be prorated for the number of days that services were rendered during the termination quarter. All unearned fees will be refunded to the Client. The Client's agreement with the Advisor is not assignable without the Client's prior consent.

E. Compensation for the Sale of Products

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

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

The Advisor does not charge performance-based fees for its investment advisory services. The fees charged by MD Wendell 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.

Item 7: Types of Clients

The Advisor's services are offered to individuals, high net worth individuals, and businesses. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. The Advisor requires a minimum relationship size of \$100,000. The Advisor may aggregate related accounts in the same household in determining whether the account minimum has been met. Minimums may be negotiated, reduced or waived for individuals or retirement plans that appear to have the ability to make annual or other contributions necessary to meet this minimum threshold, or as an accommodation to existing Clients.

Item 8: Methods of Analysis, Investment Strategies And Risk Of Loss

A. Methods of Analysis and Investment Strategies

With respect to its portfolio management services, the Advisor does not subscribe to any particular method of analysis. Rather, the Advisor customizes each Client's account[s] according to his/her individual investment goals, risk tolerance and investment horizon. When deciding on the allocation for

a Client's account[s], the Advisor studies various market indicators such as financial newspapers, websites, and magazines, research prepared by other advisors, company press releases, prospectuses, and other market related filings. Each account will contain various types of securities. (The types of securities and common risks can be found below in Item 8.B.) In advising its Clients who invest in the AssetMark Platform, the Advisor will use model portfolios of ETFs, managed mutual funds provided by a number of institutional investment strategists and based on the information, research, asset allocation methodology and investment strategies of these institutional strategists. The Advisor also introduces Clients to, and advise on the selection of, independent investment managers who provide discretionary management of individual portfolios using a variety of different securities analysis methods, sources of information and investment strategies. Clients will receive separate disclosure from such investment managers regarding any such investment manager's advisory services.

B. Recommended Securities and Investment Risks

The Advisor recommends a variety of securities for Client's portfolios. These securities may include, but are not limited to, the following: ETFs; mutual funds such as Large Cap Growth, Large Cap Value, Mid Cap Growth, Mid Cap Value, Small Cap Growth, and Small Cap Value; ADRs; Stocks; Bonds; Commodities; Options including covered calls, short and put positions; Precious Metals; Preferred Stock; High Yield Debt; Emerging Markets; Foreign Fixed Income; Domestic Fixed Income; Real Estate Investment Trusts; precious metals; Alternative Investments; Money Market Funds and Cash.

All investments bear different types and degrees of risk and investing in securities involves risk of loss that Clients should be prepared to bear. While the Advisor recommends portfolios that are designed to provide appropriate investment diversification, some investments have significantly greater risks than others. Obtaining higher rates of return on investments entails accepting higher levels of risk. Recommended investment strategies typically seek to balance risks and rewards to achieve investment objectives. Clients need to ask questions about risks they do not understand. The Advisor would be pleased to discuss them.

The Advisor strives to render its best judgment on behalf of its Clients. Still, the Advisor cannot assure or guarantee clients that investments will be profitable or assure that no losses will occur in an investment portfolio. Past performance is an important consideration with respect to any investment or investment advisor but is not a reliable predictor of future performance. The Advisor continuously strives to provide outstanding long-term investment performance, but many economic and market variables beyond the Advisor's control can affect the performance of an investment portfolio.

An investment could lose money over short or even long periods. A Client should expect his/her account value and returns to fluctuate within a wide range, like the fluctuations of the overall stock and bond markets. The client's account performance could be hurt by:

- **Stock market risk:** The chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising stock prices and periods of falling stock prices.
- **Interest rate risk:** The chance that bond prices overall will decline because of rising interest rates. Interest rate risk will vary for the client, depending on the amount of Client assets invested in bonds.
- **Manager risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant to benchmarks or other accounts with a similar investment objective.
- **Active management fees risk:** Active management strategies that involve frequent trading generate higher transaction costs that diminish the fund's return. In addition, the short-term capital gains resulting from frequent trades often have an unfavorable income tax impact when such funds are held in a taxable account.
- **International Investing Risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and may lose value because of adverse political, social or economic developments overseas or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject

to settlement practices, and regulatory and financial reporting standards, that differ from those of the U.S.

- **Terrorism Risk:** The chance that stock domestic and international stock prices will decline due to a terrorist event.
- **Political Risk:** The chance that a change in government may affect stock prices of domestic or international stocks.
- **Natural Risks:** The chance that a natural catastrophe (earthquakes, hurricanes, etc.) may affect stock prices of domestic or international stocks.
- **ETF Risks:** The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.
- **Mutual Fund Risks:** The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Item 9: Disciplinary Information

There are no legal, regulatory or disciplinary events involving MD Wendell or its Supervised Persons. MD Wendell and its Advisory Persons value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider in which you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 159131.

Item 10: Other Financial Industry Activities And Affiliations

Selection and Monitoring of Independent Managers

As noted in Item 4 – Advisory Business, the Advisor typically recommends that a Client’s account[s] be implemented by Independent Managers through an Investment Platform. This service is explained above in Item 4 – Advisory Business, with the fees for the services explained in Item 5 – Fees and Compensation.

Item 11: Code Of Ethics, Participation Or Interest In Client Transactions And Personal Trading

A. Code of Ethics

The Advisor has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to individuals associated with the Advisor (our “Supervised Persons”). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. The Advisor and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of the Advisor’s Supervised Person to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (805) 230-1908.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

The Advisor allows our Supervised Person 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 potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of the Advisor 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 the Advisor requiring reporting of personal securities trades by its Supervised Person. 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 the Advisor allows our Supervised Person 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.

Conflicts of Interest Disclosure

Pursuant to California Code of Regulations Section 260.238(k), in this Part 2, the Advisor, its representatives and employees have disclosed all material conflicts of interests that could reasonably be expected to impair the rendering of unbiased and objective advice. At no time will the Advisor or any Supervised Person of the Advisor transact in any security to the detriment of any Client.

Item 12: Brokerage Practices

A. Recommendation Criteria

The Advisor does not have discretionary authority to engage the broker-dealer/custodian for custody and

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

Where MD Wendell Wealth Partners does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for execution and/or custody services. MD Wendell 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, and location of the Custodian's offices. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by the Advisor. When the Advisor recommends the Custodian, it will recommend one that offers competitive commissions costs together with reliable services. The Advisor typically recommends that Client establish accounts at TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer. TD Ameritrade offers to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade through its participation in the TD Ameritrade Institutional Program. (Please see the disclosure under Item 14 – Client Referrals and Other Compensation below.)

The Advisor reasonably believes that in the case of managed accounts, TD Ameritrade's blend of execution services, commission and transaction costs as well as professionalism allows the Advisor to seek best execution and competitive prices. Additionally, the Advisor believes that in case of financial plan recommendations being implemented, that TD Ameritrade's blend of execution services, commission and transaction costs as well as professionalism allows the Advisor to recommend TD Ameritrade for the establishment of a Client accounts. At all times, financial consulting Clients are free to execute their plan recommendations through any broker-dealer/custodian without the Advisor's assistance.

With the use of an independent broker-dealer/custodian, the Client may incur a ticket charge or sales commission for the sale or purchase of securities. The Advisor does not receive any portion of these ticket charges or sales commissions.

NOTE: Clients may be able to obtain lower custody fees from other broker-dealers/custodians, and the value of products, research and services given to the applicant is not a factor in determining the selection of the Custodian or the reasonableness of their fees.

With respect to the AssetMark Platform, the Advisor assists each Client in selecting the risk/return objective and Portfolio Strategists that best suit the Client's objectives. The Client then specifically directs the account[s] to be invested in accordance with the chosen asset allocation. When the Client selects the asset allocation, the Client further directs that the account[s] be automatically adjusted to reflect any adjustment in the asset allocation by the selected Portfolio Strategist. This Client authorization results in the purchase and sale of certain mutual funds or ETFs without further authorization by the Client or any other party at such time as the Portfolio Strategist changes the composition of the selected model asset allocation.

The Client receives confirmation of all transactions in the account[s] and is free to terminate participation in the Platform and retain or dispose of any assets in the account at any time. The Advisor has no authority to cause any purchase or sale of securities in any Client account, or change the selected model asset allocation or to direct the account to be invested in any manner other than as previously authorized by the Client.

If a Client selects the AssetMark Platform, the Independent Managers are granted the authority to manage the accounts on a discretionary basis, including the authority to buy, sell, select, remove and select securities and other investments for the account[s], and to select broker-dealers or others through which transactions will be effected.

Soft Dollar and Research

The Advisor receives additional compensation from TD Ameritrade in the form of research reports, real time quotes, software and performance reporting. While the Advisor and its Supervised Person endeavor at all times to put the interest of the clients first as part of its fiduciary duty, Clients should be aware that receipt of additional compensation in itself creates a potential conflict of interest. The Advisor attempts to mitigate this conflict of interest to the best of its ability through its fiduciary duty to its Clients.

As disclosed under Item 12.A. above, the Advisor participates in TD Ameritrade's Institutional Program (the "Institutional Program") and it may recommend TD Ameritrade to Clients. There is no direct link between the Advisor's participation in the Institutional Program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the Institutional Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor's participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have Advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors.

TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons and may also pay or reimburse expenses (including travel, lodging, meals [and entertainment] expenses) for its personnel to attend conferences or meetings relating to the Institutional Program or to TD Ameritrade's custody and brokerage services generally. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be advised, however, that the receipt of economic benefits by the Advisor or its related

persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody.

Brokerage for Client Referrals

The Advisor does not receive any compensation from any third party in connection with the recommendation for establishing an account. The Advisor does not receive Client referrals or any other incentive from TD Ameritrade.

B. Trade Aggregation

Independent Managers will typically group a Client's accounts with other accounts when trading for a particular strategy. The policies are a particular Independent Manager or Investment Platform are included with the disclosures for those parties.

Item 13: Review Of Accounts

A. Periodic Reviews

The Advisor's owner, Mark D. Wendell, reviews Clients' accounts on a quarterly basis. In addition to this review, Mr. Wendell also meets with Clients on an annual basis to discuss and review their accounts.

B. Other Reviews

Additional reviews are conducted periodically depending on market conditions, economic or political events, or by changes in a Client's financial situation (such as retirement, termination of employment, physical move or inheritance).

C. Reports

The Client will receive at least quarterly statement from the Custodian or Third Party Investment Advisor. The Advisor urges clients to carefully review such statements.

Item 14: Client Referrals and Other Compensation

A. Other Compensation

With respect to the AssetMark Platform, the Advisor may, subject to negotiation with AssetMark, receive certain allowances, reimbursements or services from AssetMark in connection with the Advisor's investment advisory services to its clients, as described below and in the Appendix 1 of the AssetMark Platform Disclosure Brochure.

Under AssetMark's Gold/Platinum Premier Consultant Program, the Advisor is entitled to receive a quarterly business development allowance for reimbursement for qualified marketing/practice management expenses incurred by it. These amounts range from \$5,000 to \$105,000 annually, depending on the amount of Client assets managed within the Platform.

AssetMark may also bear the cost of airfare for the Advisor to attend AssetMark's annual conference or to conduct due diligence visits to AssetMark's offices. In addition, AssetMark may, from time to time, contribute to the costs incurred by participating firms, such as MD Wendell Wealth Partners, in

connection with conferences or other Client events conducted by such firms and their representatives.

AssetMark may also provide opportunities for participating firms, such as MD Wealth Partners, to receive fee reductions and/or allowances in amounts ranging from 0.02% to 0.07% of the amount of Client assets invested through the Platform. These arrangements are entered into between AssetMark and a firm such as us on an individually negotiated basis. The Advisor may agree to provide AssetMark with introductions to and information concerning its advisory representatives, provide the representatives with information concerning AssetMark's Platform and products, and permit AssetMark to participate in meetings and workshops. In addition to the fee reductions and/or allowances granted to the Advisor by AssetMark, AssetMark may agree to provide the Advisor or its representatives with organizational consulting, education, training and marketing support.

B. Client Referrals

The Advisor does not pay for Client referrals or use solicitors.

C. Participation in Institutional Advisor Platform

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

Item 15: Custody

We do not take physical custody of your funds or securities, except for the authorized deduction of the Advisor's fees. For Clients on the AssetMark Platform, we do not directly debit advisory fees due to our

firm or otherwise have access to your funds or securities. Your funds and securities will be held with a “qualified custodian”. Where you participate in the AssetMark program, AssetMark will calculate our advisory fees based on your account balance and in accordance with the agreement you sign with AssetMark. AssetMark will submit the amount of the fee to be paid to your Custodian. As paying agent, your Custodian will directly debit your account[s] for the payment of our advisory fees based on your written authorization. You will receive account statements from the Custodian at least quarterly. The account statements from your Custodian will indicate the amount of our advisory fees deducted from your account[s] each billing period. You should carefully review account statements for accuracy. If you have a question regarding your account statement, or if you did not receive a statement from your Custodian, please contact us directly at the telephone number on the cover page of this Disclosure Brochure.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

If you have a question regarding your account statement or if you did not receive a statement from your Custodian, please contact Mark Wendell at (805) 230-1908.

Item 16: Investment Discretion

MD Wendell Wealth Partners does not have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior approval from the Client. The Advisor will contact the Client and obtain approval prior to executing trades or allocating investment assets.

Financial Planning Services are nondiscretionary. A non-discretionary investment account means the Client retains full discretion to supervise, manage, and direct the assets of the account. The Client maintains full power and authority to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the Account in any manner deemed appropriate and to place all orders for the purchase and sale of Account assets with or through brokers, dealers, or issuers selected by the client. The Client is free to manage the account with or without the Advisor’s recommendation and all with or without its prior consultation.

Item 17: Voting Client Securities

The Advisor will not be responsible for responding to proxies that are solicited with respect securities held in clients' accounts. Proxy solicitation materials sent to the Advisor will be forwarded to clients for response and voting. In the event a Client has a question about a proxy solicitation, the Client may contact her or her investment advisor representative.

Item 18: Financial Information

A. Balance Sheet

The Advisor does not accept prepayment of \$500 or more in advance per Client, six months or more in advance. The Advisor charges its fees quarterly, in advance of the quarter. Therefore, it does not have to

provide a balance sheet annually to regulators.

B. Financial Condition

Registered investment advisors are required in this Item to provide to clients with certain financial information or disclosures about the Advisor's financial condition. The Advisor has no financial commitment that impairs its ability to service its Clients.

C. Bankruptcy

Registered investment advisors are required to disclose if they have been the subject of a bankruptcy petition at any time during the past ten years. Neither the Advisor nor Mr. Wendell have any disclosures to make in connection with this Item.

Item 19: Requirements For State-Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Managing Member of MD Wendell is Mark D. Wendell. Information regarding the formal education and background of Mark D. Wendell is included in Item 2 of Form ADV Part 2B below.

B. Other Business Activities of Principal Officer

Mark D. Wendell is dedicated to the investment advisory activities of MD Wendell's Clients. Mr. Wendell does not have any other business activities.

C. Performance Fee Calculations

MD Wendell does not charge performance-based fees for its investment advisory services. The fees charged by MD Wendell are as described in Item 5 – Fees and Compensation above.

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding MD Wendell Wealth Partners or Mr. Wendell. Neither MD Wendell Wealth Partners nor Mr. Wendell has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against MD Wendell Wealth Partners or Mr. Wendell.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding MD Wendell Wealth Partners or Mr. Wendell.

E. Material Relationships with Issuers of Securities

Neither MD Wendell nor Mark Wendell has any relationships or arrangements with issuers of securities.



MD WENDELL WEALTH PARTNERS

Form ADV 2B Brochure Supplement

for

MARK DWAYNE WENDELL, RFC, RFTM

Effective Date: March 20, 2018

*MD Wendell Wealth Partners
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Phone: (805) 230-1908*

This Form ADV 2B (“Brochure Supplement”) provides information about the information and background of Mark D. Wendell (CRD# **2444592**) in addition to the information contained in the MD Wealth Partners Inc. d/b/a MD Wendell Wealth Partners (CRD# **159131**) Disclosure Brochure. If you have any questions about the contents of the MD Wendell Disclosure Brochure or this Brochure Supplement, please contact Mr. Wendell at (805) 230-1908. The information in this Brochure Supplement has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about MD Wendell Wealth Partners and Mark D. Wendell is available on the SEC’s website www.advisorinfo.sec.gov.

Item 2: Educational Background and Business Experience

Mark D. Wendell

Born: 1954

Education:

- Northern State University, South Dakota, BS Business, Minor Study Math 1973-1978
- Licenses currently held: Securities (Series 63, 65)
- Licenses formerly held: Insurance (L&H), Real Estate and Aviation Licenses and Series 7
- College for Financial Planning, Denver CO, CFP Certification Professional Education Program, 2007-2009

Education detail requirements from College for Financial Planning – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning. The Masters in Financial Planning program is an in-depth application study of the above listed subject areas.

Business Background:

Investment Advisor, MD Wendell Wealth Partners (Firm became Registered Investment Advisor in March 2012)	08/2009 to Present
Investment Advisor/Registered Representative, PlanMember Securities Corporation	08/2009 to 02/2012
Investment Advisor/Registered Representative, Wescom Financial Services	01/2005 to 08/2009
Investment Advisor/Registered Representative, Partnervest Securities, Inc	09/2003 to 12/2003
Investment Advisor/Registered Representative, Prudential Securities Inc.	03/2001 to 08/2002
Investment Advisor/Registered Representative, Smith Barney	06/1995 to 03/2001

Certifications:

Registered Financial Consultant (RFC) - 2012:

This designation is issued by the International Association of Registered Financial Consultants (‘IARFC’) and is granted to individuals who have met all of the following requirements: (a) possess an undergraduate or graduate financial planning degree, or has earned one of the following designations: AAMS, AEP, CEP, CFA, CFP, ChFC, CLU, CPA, EA, LUTC, MS, MBA, JD, Ph.D., or completed a CFP equivalent, IARFC-approved college curriculum; (b) if operating on a commission basis, must meet licensing requirements for securities and life and health insurance; if operating strictly as fee-only and not licensed, then must be registered as an investment advisor, and (c) four years full time experience as a financial planning practitioner or educator in the field of financial planning or financial services. The individual must complete approved college curriculum in personal financial planning or an IARFC self-study course (with a final certification examination). The individual is required to take 40 hours of continuing education in the field of personal finance and professional practice management every year, must complete an IARFC approved CE course or curriculum on operational ethics and standards of

conduct every two years, and must provide evidence that the member can produce a high-quality personal financial plan.

Registered Fiduciary™ (“RF™”) - 2012:

DALBAR, Inc. has created and acts as registrar for the Registered Fiduciary™ and RF™ designation. As registrar, DALBAR certifies and authorizes the use of these designations. The Registered Fiduciary™ and RF™ are trademarks of DALBAR.

A background check is performed on each RF™ candidate to establish that there are no incidents in the past that would compromise the integrity of the designation or cause concern for a reasonable person that relies on that designee. The background check is repeated annually in order to continue using the RF™ designation.

RF™ candidates must have the academic credentials and licenses that are required to provide the services that are offered by the candidate. The RF™ designation is added to existing credentials to indicate the candidate’s fiduciary competence in addition to previously established capabilities.

RF™ candidates, unless exempted by existing knowledge, are required to undergo RF™ fiduciary training and at least one specialty training by an RF™ qualified training organization (“QTO”). Training for qualified professionals typically requires 15 to 20 hours, depending on the training organization and specialty. RF™ QTOs are authorized to train RF™ candidates and successful completion of their courses permits a candidate to apply for the RF™ validation to be an RF™ designee.

The changing requirements of the marketplace, regulations and technology require that financial professionals with the RF™ designation remain current with new developments. RF™ QTOs are required to provide continuing education and RF™ designees are required to take continuing education courses in their specialty areas. The actual time spent in continuing education depends on the volume of applicable changes taking place.

RF™ designees are required to renew their designations annually. Renewals require designees to provide evidence of maintaining a continuing education program and the background check is repeated.

Every five years, designees repeat a proctored examination.

Item 3: Disciplinary History

There are no legal, civil or disciplinary events to disclose regarding Mr. Wendell. Mr. Wendell has never been involved in any regulatory, civil or criminal action. There have been no lawsuits, arbitration claims or administrative proceedings against Mr. Wendell.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Wendell.

However, we do encourage you to independently view the background of Mr. Wendell on the

Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2444592.

Item 4: Other Business Activity

Mr. Wendell is dedicated to the investment advisory activities of MD Wendell's Clients. Mr. Wendell does not have any other business activities.

Item 5: Additional Compensation

Mr. Wendell does not receive performance based fees or any other compensation or incentives. Registered investment advisors are required to disclose all material facts regarding any relationship with an issuer of securities. Neither the Advisor nor Mr. Wendell has a relationship with an issuer of securities. Therefore, no additional information is applicable to this Item.

Item 6: Supervision

Mr. Wendell is the sole Principal and Chief Investment Officer of the Advisor. As a result, he has no internal supervision placed over him. He is however bound by the Advisor's Code of Ethics.

Item 7: Requirements for State Registered Advisors

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. **As previously noted, there are no legal, civil or disciplinary events to disclose regarding MD Wendell or Mr. Wendell.**

Registered investment advisors are required to disclose if they have been the subject of a bankruptcy petition at any time during the past ten years. Neither the Advisor nor Mr. Wendell have any disclosures to make in connection with this Item.

Privacy Policy

Effective date: March 20, 2018

Our Commitment to You

MD Wendell Wealth Partners (“MD Wendell” 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. MD Wendell (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.

MD Wendell 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?

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?
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.	Yes	No
Marketing Purposes MD Wendell 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 MD Wendell 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.	No	Not Shared
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].	Yes	Yes
Information About Former Clients MD Wendell does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
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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 (805) 230-1908.