

**Item 1- Cover Page**



Oak Harvest Investment Services, LLC  
920 Memorial City Way  
Suite 150  
Houston, TX 77024

Tel: (281) 822-1350

Fax: (281) 822-1355

[www.oakharvestfg.com](http://www.oakharvestfg.com)

Form ADV Part 2A Firm Brochure

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This brochure provides information about the qualifications and business practices of Oak Harvest Investment Services, LLC. Please contact us at 281-822-1350, or by email at [nathan@oakharvestfg.com](mailto:nathan@oakharvestfg.com) if you have any questions about the contents of this brochure.

Additional information about Oak Harvest Investment Services, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Click on the "Investment Adviser Search" link and then search for "Investment Adviser Firm" using the firm's IARD ("CRD") number, which is 173293.

While the firm and its associates may be registered and/or licensed within a particular jurisdiction, that registration and/or licensing in itself does not imply an endorsement by any regulatory authority, nor does it imply a certain level of skill or training on the part of the firm or its associated personnel.

## **Item 2 - Material Changes**

The material changes in this brochure from the last annual updating amendment of Oak Harvest Investment Services, LLC on 03/22/2024 are described below. Material changes relate to Oak Harvest Investment Services, LLC's policies, practices, or conflicts of interests.

- Item 4 and Item 5 have been amended to describe limited-scope financial planning services for clients who don't meet the minimum account size requirements for portfolio management services.
- Item 4 and Item 5 have been amended to disclose retirement plan sponsor services offered to assist companies with their 401(k), 403(b), profit sharing and other company retirement plans
- Item 5 was updated to reflect Oak Harvest Investment Services, LLC has changed its technology services fee.
- Items 5, 10 and 14 were updated to reflect Oak Harvest updated language regarding insurance product fiduciary duty for Oak Harvest Investments Services, LLC.
- Item 9 was amended to reflect disciplinary information regarding Troy Sharpe and Oak Harvest Insurance Services, LLC.
- Items 10 and 14 were amended to add language regarding Oak Harvest Insurance Services, LLC receipt of compensation from Advisors Excel.

The firm may at any time update this document and either send a copy of its updated brochure or provide a summary of material changes to its brochure and an offer to send an electronic or hard copy form of the updated brochure. Clients are also able to download this brochure from the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or from our website at [www.oakharvestfg.com](http://www.oakharvestfg.com), or may contact us at (281) 822-1350 or by email at [nathan@oakharvestfg.com](mailto:nathan@oakharvestfg.com) to request a copy at any time.

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## **Item 4 - Advisory Business**

### ***Important Information***

Throughout this document Oak Harvest Investment Services, LLC shall also be referred to as "Oak Harvest", "the Firm," "Firm," "our," "we" or "us." The client or prospective client may be also referred to as "the client," "client," "you," etc., and refers to a client engagement involving a single person as well as two or more persons, and may refer to natural persons and legal entities. The term "advisor" and "adviser" are used interchangeably where accuracy in identification is necessary (i.e., internet address, etc.).

Our Firm maintains a business continuity and succession contingency plan that is integrated within the organization to ensure it appropriately responds to events that pose a significant disruption to its operations. A statement concerning the current plan is available separately.

### ***Description of the Advisory Firm***

Oak Harvest Investment Services, LLC is a Texas domiciled limited liability company formed in September of 2014. Our Firm is a wholly owned subsidiary of Texas-based OHFG Ventures, LP. We may operate under the trade names of Oak Harvest Investment Services or Oak Harvest Financial Group.

Troy R. Sharpe, CFP® is our advisory Firm's Chief Executive Officer. Mr. Sharpe is an owner and majority interest holder of OHFG Management Inc., the owner of OHFG Ventures, LP. Jessica Cannella is also an owner of OHFG Management Inc.

### ***Types of Advisory Services***

Oak Harvest Investment Services, LLC, offers portfolio management services, financial planning and consulting services to its clients. Additionally, Oak Harvest serves as an adviser to an open-end mutual fund registered under the '40 Act.

### ***Financial Planning and Financial Consulting***

Our financial planning and financial consulting services may include, but are not limited to: investment planning, portfolio analysis, financial risk management, employee benefits, tax concerns, divorce planning, legacy concerns, retirement planning, education planning, income and cash flow planning, and debt/credit planning. All financial planning and consulting advice, recommendations, and plans are developed based on your financial situation, via information provided by the client, or from the client's other professionals (accountants, attorneys), with the client's authorization. Planning and consulting services provided may be either broad-based or narrowly focused. Note that when our planning focuses only on certain areas of your interest or need, your overall situation or needs may not be fully addressed due to limitations you may have established.

Our financial plans or financial consultations rendered to clients usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the client begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. We refer clients to an accountant, attorney, or other specialist, as necessary for non-advisory related services.

For our financial planning services, we create written financial plans that encompass the use of one or more financial planning software programs. Clients will be provided either printed reports or online access to the Firm's created plans via such financial planning programs. In such cases clients can request printed reports at any time.

For financial consulting, we usually do not provide a written financial plan as the process is less formal than our

financial planning services. The Firm's consulting advice will be delivered verbally via consultation that takes place in-person, on a call, or virtually.

Plans or consultations are typically completed within six (6) months of the client signing a contract with us, assuming that all the information and documents we request from the client are provided to us promptly. Implementation of the recommendations will be at the discretion of the client. Generally, our financial planning services are provided as part of our portfolio management services offering.

#### *Limited Scope Financial Planning*

For clients who don't meet the minimum account size for portfolio management services, our Firm offers limited scope financial planning ("LSFP") services. LSFP services are designed to identify risks and opportunities for topics such as investment allocation, income, taxes, and estate planning. LSFP engagements are generally limited to two meetings - a data collection meeting and a financial review meeting. After the LSFP client is provided with our analysis, the client will be solely responsible for the implementation of our advisory recommendations. If recommendations are made regarding changes to insurance or annuities, the client will be given the option of purchasing insurance products through Oak Harvest Insurance Services, LLC. In addition, LSFP clients may elect to subscribe to financial planning software subscription services. Portfolio management services are not included as part of LSFP services.

#### **Portfolio Management Services**

Oak Harvest offers the same suite of portfolio management services to all of our portfolio management clients. For our portfolio management clients, we offer portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. These services may also include ongoing financial consulting, coaching, and planning. Our portfolio management service offering is inclusive of our financial planning services. Our offering usually includes the development of various deliverables or access to tools such as online accounts via which clients can view the output of financial planning software or written financial plans, but the exact planning tools and outputs will differ based on the client's specific needs.

Oak Harvest conducts a series of meetings with clients during which we collect information outlining the client's current financial situation. We seek to make investment decisions that are in accordance with the information provided and in accordance with the Firm's fiduciary duties owed to all of its advisory clients. In addition to the financial consulting and planning services described above, portfolio management services include, but are not limited to, the following:

- Investment Strategy
- Asset Allocation
- Personal Client Profile (Risk Tolerance, Investment Objectives, Goals, etc.)
- Asset and Security Selection
- Regular Portfolio Monitoring

We manage client portfolios on a discretionary or nondiscretionary basis (defined in Item 16). We will generally request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction.

We will review your accounts with you at least annually (See Item 13). It is the client's responsibility to promptly notify us if there is any change in your financial situation and/or investment objectives for the purpose of our reviewing, evaluating, or revising previous account restrictions or Firm investment recommendations. In making its recommendations, Oak Harvest will rely on the information in its possession that is provided by the client, or from the client's other professionals (i.e., attorney, accountant), with the client's authorization.

Oak Harvest seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to

its investment accounts and without consideration of Oak Harvest's economic, investment or other financial interests. To meet its fiduciary obligations, Oak Harvest attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, Oak Harvest's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is our policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

### **Retirement Plan Sponsor Services**

We offer Retirement Plan Sponsor Services ("RPSS") to various types of pension plans, including, but not limited to, profit sharing plans, employee stock ownership plans, 401(k) plans and 403(b). Collectively, we consider these types of plans as a specific segment of our client base and in turn, we will refer to these types of plans as "RPSS Clients." It is important to note that some of our RPSS Clients are governmental entities and therefore have non-ERISA retirement plans. In these cases, we use ERISA as a "best practice" while managing their retirement plans.

Pursuant to Section 402(c)(3) of ERISA, the client may appoint us as the Plan's "investment manager" with respect to the Plan's portfolio of investment options. We acknowledge that we are registered as an investment adviser under the Investment Advisers Act of 1940 ("Advisers Act") and act as a "fiduciary" within the meaning of Section 3(21) of ERISA with respect to the Plan.

All retirement planning services are in compliance with any applicable State law(s) regulating the services we provide. This section applies to an account that is a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If your account is part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and we accept appointment to provide our services to Plan accounts, we acknowledge that we are a fiduciary within the meaning of Section 3(21) of ERISA as selected by each retirement plan client. You represent that (i) Our appointment and services are consistent with the Plan documents, (ii) You have furnished us true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain our Firm. You further represent that you will promptly furnish us with any amendments to the Plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only with our prior written consent. If your account contains only a part of the assets of the Plan, we will have no responsibilities for the diversification of all the Plan's investments, and we have no duty, responsibility or liability for the assets that are not in the account.

Other than those described above, there are several distinct activities that may be available under our retirement plan sponsor services. These services may be provided separately or in combination with one another. Although not all-inclusive, the following information will describe some of the activities offered under our retirement plan sponsor services.

*Recommendation of Investment Options:* The number and type of investment options/vehicles to be recommended will be determined by the RPSS Client, based upon the plan's stated needs. We will review various investments, consisting predominantly of mutual funds (both index and managed) to determine which of these investments are appropriate to implement the RPSS Client's plan. Our review process will result in the recommendation of specific investment options for the RPSS Client to consider for inclusion in the list of plan investment options.

*Monitoring of Investment Performance:* A plan's investment options will be monitored based on the procedures and timing intervals set forth by the RPSS Client. Although we will not be involved in any way in the purchase or sale of these investments, we will supervise the plan portfolio and will make recommendations to the RPSS Client as market factors and the plan's needs dictate.

*Employee Communications:* For RPSS Clients whose plans offer plan participants the ability to self-direct their own investments, we may also provide educational support and investment workshops designed for the plan participants. The nature of the topics to be covered will be determined by us and in conjunction with a RPSS Client under the appropriate ERISA guidelines. The educational support and investment workshops will not be designed so as to provide plan participants with individualized, tailored investment advice or individualized, tailored asset allocation recommendations.

*Advice to Participants:* We may also provide individualized advice to plan participants. This service includes a review of a participant's individual situation, including age, existing assets, financial goals and attitude towards risk, and recommending an allocation of assets offered by the plan based on this information. Unless separately engaged to do so by a plan participant, we will not monitor a plan participant's situation or otherwise supervise or consult on the ongoing management of a participant's assets within the plan or otherwise.

### **Types of Investments and Client Imposed Restrictions**

Oak Harvest generally limits its investment advice to mutual funds, interval funds, exchange traded funds (ETFs), fixed income securities, real estate investment trusts (REITS), and equities. Oak Harvest will incorporate any reasonable account restraints you may have for the portfolio. For example, you have the right to exclude certain securities (e.g., single stocks, single bonds, mutual funds, ETFs, etc.) at your discretion. However, if the restrictions prevent Oak Harvest from properly servicing the client account, or if the restrictions would require Oak Harvest to deviate from its standard suite of services, Oak Harvest reserves the right to end the relationship.

### **Educational Videos and Workshops**

We offer periodic complimentary educational videos and seminar sessions for those desiring general advice on personal finance and investing. Topics may include issues related to general financial planning, educational funding, retirement strategies, implications involving changes in marital status, and various other current economic or investment topics. The information presented will not be based on any one person's need, nor do we provide individualized investment advice to attendees during our general sessions. Any discussion regarding an individual's personal situation is presented is for educational purposes only and should not be construed to be financial advice for that person or someone in a similar situation.

### **Written Acknowledgement of Fiduciary Status**

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

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

### **Assets Under Management**

As of December 31, 2024, our Firm managed \$936,945,775 in regulatory assets under management. All assets are managed under discretionary authority.

### **Wrap Fee Programs**

The Firm does not sponsor or serve as a portfolio manager in an investment program involving wrapped (bundled) fees.

## **General Information**

### **Limitations of Financial Planning Services**

We do not provide legal or accounting services, but with your consent we will work with your attorneys, accountants, or other professionals to assist with the coordination and implementation of various accepted strategies. If requested, we may also recommend the services of other professional services (i.e., attorneys, accountants). The Firm receives no compensation for such recommendations and the client is under no obligation to engage in the services of any recommended professional. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation from Oak Harvest or its representatives. You should be aware that other professionals will charge you separately for their services and these fees will be in addition to our own fees.

### **Retirement Rollovers**

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences).

If Oak Harvest recommends that a client roll over their retirement plan assets into an account to be managed by Oak Harvest, such a recommendation creates a conflict of interest since Oak Harvest will earn new (or increase its current) compensation as a result of the rollover. No client is under any obligation to rollover retirement plan assets to an account managed by Oak Harvest, and we address this conflict of interest by basing our recommendations off of each client's personal financial situation. Oak Harvest Investment Services, LLC always seeks to act in the best interest of each of our clients.

If you are considering rolling over your retirement funds to an IRA for us to manage, here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
  - a) Employer retirement plans generally have a more limited investment menu than IRAs.
  - b) Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
  - a) If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
  - b) You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
  - a) Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have



been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.

7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name. It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

### **Use of Mutual Funds, Exchange Traded Funds, Single Stocks and Bonds**

Most mutual funds, exchange traded funds, and single stocks and bonds are available directly to the public. Thus, a prospective client can obtain many of the funds, stocks, or bonds that may be used by Oak Harvest independent of engaging Oak Harvest as an investment adviser. However, if a prospective client determines to do so, they will not receive Oak Harvest's initial and ongoing investment advisory services.

### **Portfolio Activity or Inactivity**

Oak Harvest will review client investment portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, which may include but are not limited to investment performance, investment or market outlook, economic outlook, changes in company or fund management, fund manager tenure, style drift, account additions/withdrawals, changes in the client's situation, or results of an annual account review. There may be periods of time, which may be substantial, when Oak Harvest determines that changes to a client's portfolio are not necessary. Notwithstanding, we will continue to charge fees on the value of the client's account.

### **Non-Discretionary Service Limitations**

Oak Harvest will generally request discretionary authority for client accounts. However, if a client determines to engage Oak Harvest on a non-discretionary investment advisory basis must be willing to accept that Oak Harvest cannot affect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event that Oak Harvest would like to make a transaction for a client's account, and the client is unavailable, Oak Harvest will be unable to affect the account transaction (as it would for its discretionary clients) without first obtaining the client's consent.

## **Item 5 - Fees and Compensation**

### ***Asset-Based Fees for Portfolio Management Service Offering***

Oak Harvest collects a fee for the advice we provide. We manage assets and provide financial consulting, coaching, and planning services (our portfolio management service offering is inclusive of our financial planning and consulting services) for an advisory fee based on the following fee schedule. Clients are assessed an asset-based advisory fee which includes all of our advisory services and that is based on the end of quarter account value in the client's account(s). Clients are billed quarterly, in arrears. Fees are paid by withdrawal from your investment account held at the custodian of record. All fees withdrawn from your account will be noted in the account statement you will receive from the custodian. Oak Harvest employees and their family-related accounts are often charged a lower fee for our services.

Our advisory fee is based on the following tiered structure. We bill on a quarterly basis, in arrears, per the following fee schedule:

<b>Assets Under Management</b>	<b>Annualized Asset-Based Fee</b>
\$0-\$999,999	1.37% (137 basis points)
\$1,000,000 – \$1,499,999	1.22% (122 basis points)
\$1,500,000 – \$1,999,999	1.12% (112 basis points)
\$2,000,000 – \$2,999,999	1.07% (107 basis points)
\$3,000,000 – \$3,999,999	.97% (97 basis points)
\$4,000,000 – \$4,999,999	.89% (89 basis points)
\$5,000,000 – \$9,999,999	.81% (81 basis points)
\$10,000,000 – \$24,999,999	.75% (75 basis points)
\$25,000,000 and Over	.62% (62 basis points)

### **Aggregating Fees**

For the benefit of discounting your asset-based fee, we will attempt to aggregate multiple investment accounts belonging to the same individual, or two or more accounts within the same family, or accounts where a family member has power of attorney over another family member's or incompetent person's account when possible.

### **Account Valuations**

Oak Harvest uses the end of quarter account value in the client's account(s) for purposes of determining the market value of the assets upon which the advisory fee is based. Our billing platform uses values taken from the Custodian of Record for each of your accounts to determine the end of quarter value upon which we will bill.

### **Billing Exclusions**

The Firm does not invest in or manage securities which are not traded, or other "hard to value" assets. However, on occasion, a client elects to transfer such assets into their investment account held at Oak Harvest. In the event a client elects to transfer such assets into their account held with Oak Harvest, such assets shall not be included in the calculation of the end-of-quarter account value calculation for billing purposes, unless an accurate valuation is provided by the custodian of record. With the exception of such non-traded, or other "hard to value" assets, the Firm does not exclude any other type of assets from billing, including cash and cash equivalents.

### **Advisory Fee Withdrawals**

Your first billing cycle will begin once your agreement is executed with our Firm and an initial deposit or transfer of assets has been made into your account held by the custodian of record. Our fees are pro-rated based on the date of initial funding of each of your accounts. It is important to understand that cash flows in and out of the account subsequent to initial funding, or additional deposits of securities, are not pro-rated, regardless of the size of the deposit or transfer. This means that if you are an existing client and you deposit additional funds into an already existing account that has already been open for a full billing cycle, the additional deposit will not be billed on a pro-rated basis. The entire account, including the deposit made midway through the billing period, will be billed for the full billing period, based on the value of the account on the last day of the quarter. Fees will generally be withdrawn from your account(s) within the first 15 days of each billing cycle.

By signing our Firm's engagement agreement, as well as the custodian's account opening documents, you will be authorizing the withdrawal of our advisory fees from your account. Your written permission is required before we withdraw any fees from your account. The withdrawal will be accomplished by the custodian of record at the request of our Firm, and the custodian will remit our fee directly to our Firm. All fees deducted will be noted on account statements that you will receive directly from the custodian of record on a quarterly basis. It is important that you verify the accuracy of fee calculations; the custodian will not verify the accuracy of advisory fee assessments for you. If you redeem your accounts prior to fee withdrawal, you will receive an invoice for any unpaid fees.

### **Financial Planning and Consulting Fees (Stand-Alone Services)**

In certain circumstances and solely at the discretion of the Firm, we also may choose to provide planning and consulting services as stand-alone services that do not require clients to give us assets to manage. As a stand-alone service, we charge an hourly fee for Financial Consulting services, with a minimum of one hour required. Financial Planning Fees consist of a fixed fee that is paid in advance, but never more than 6 months in advance. Clients may also engage the Firm to further review and update the plan, and to monitor your progress for an ongoing fee that is paid annually. The total estimated fee, as well as the ultimate fee that we charge, is based on the scope and complexity of the engagement.

Clients are under no obligation to engage the Firm to develop a written plan. Clients are under no obligation to engage the Firm for further review or monitoring of a completed financial plan. Planning and Consulting services provided may be as broad-based or narrowly focused as you desire. Note that when our planning focuses only on certain areas of your interest or need, your overall situation or needs may not be fully addressed due to limitations you may have established.

### **Fees for Financial Consulting (Stand-Alone Service)**

An Oak Harvest advisor or specialist will render one or more consultations with you to provide advice, recommendations, or coaching on matters relevant to your situation. Our hourly fees range between \$150 to \$450 an hour for advice delivered via financial consultations. Financial consultations can be as limited or as broad as each client desires, and the hourly fee is generally based on the scope, complexity and level of expertise required to provide advice for each consultation. Financial Consulting fees are generally negotiable based on these factors. The negotiated fee will be documented and attached to the client's engagement agreement with the Firm via the appropriate signed addendum.

### **Fees for Creation of Financial Plan (Stand-Alone Service)**

Oak Harvest will develop a written financial plan for you, utilizing various financial planning programs and applications. Since the scope of each client's financial plan can be as limited or broad as each client desires, Financial Planning Fees are generally negotiated on a case-by-case basis, based on the complexity of your situation, needs, and the time and resources the Firm believes will need to be deployed. The negotiated cost for the completion of a financial plan is typically between \$2400 and \$25,000 depending on the scope and complexity of the client's financial situation. The negotiated fee will be documented and attached to the client's engagement agreement with the Firm via the appropriately signed addendum.

The LSFP engagement includes two client meetings. Both client meetings must be completed within 6 months of the fee payment.

Any optional software subscriptions offered through a financial planning engagement will be billed monthly. The cost of optional software subscriptions will be disclosed to the client prior to the first payment due date. Results generated through software subscriptions do not constitute investment advice.

### **Fees for Further Review and Monitoring and Updates (Stand-Alone Service)**

If the client elects to engage the Firm for further review, updates, and monitoring of a completed financial plan, the Firm will charge an ongoing fee that is paid annually.

As with the creation of the initial financial plan, the annual fee for further services provided depends on the scope of each client's engagement, and the time and resources that will be deployed. Since the scope of each client's financial planning service can be as limited or broad as each client desires, the annual fee for further review, assistance and monitoring is generally negotiated annually on a case-by-case basis, based on the complexity of your situation, needs, and the time and resources the Firm believes will need to be deployed for

the year in question. The negotiated annual cost for additional review, assistance, and monitoring is between \$150 and \$5,000 per year. The negotiated fee will be documented and attached to the client's engagement agreement with the Firm via the appropriately signed addendum.

#### **Financial Planning and Consulting Fee Payment (Stand-Alone Service)**

Fees for financial planning and consulting services will be paid by check or wire from US-based financial institutions or through a qualified, unaffiliated third-party processor. Our Firm does not accept cash, money orders or similar forms of payment for its engagements.

Fees for the creation of a financial plan may be entirely paid in advance, but never more than six months in advance, or on agreed on monthly basis within a period of no more than 12 months. The plan may also be paid for by provision of a 50% payment of the expected total in advance, and any remainder on the completion and delivery of the plan.

Fees for additional assistance, review, and monitoring of a completed financial plan are paid annually, in advance, but never more than six months in advance, or on an agreed on monthly basis within a period of no more than 12 months. The annual fee for additional assistance, review, and monitoring may also be paid for by provision of a 50% payment of the expected total in advance, and any remainder on the completion and delivery of agreed on deliverables or plan updates.

Fees for financial consulting are billed at the conclusion of a consultation. If a series of consultations is necessary, clients will be billed the total fee at the conclusion of the consultations. In the event of an expected series of consultations, the Firm may ask for 50% of the planned total fee to be paid in advance, but never more than six months in advance, and the remainder of any fees owed to be paid on completion of the financial consultations.

#### **Retirement Plan Sponsor Services (Stand-Alone Service)**

Oak Harvest offers consulting services for qualified plans including 401(k), 403(b), profit sharing, money purchase, defined benefit plans, 457(b) and 457(f) plans.

<b>Assets Under Advisement</b>	<b>Annualized Asset-Based Fee</b>
All Assets	1.00%

Oak Harvest uses the value of the account as of the last business day of the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of assets upon which the advisory fee is based. These fees are generally negotiable, and the final fee will be memorialized in the client's advisory agreement.

Clients may terminate the agreement without penalty for a full refund of Oak Harvest's fees within five business days of signing the RPSS consulting agreement. Thereafter, clients may terminate the RPSS consulting agreement immediately upon written notice. Oak Harvest uses an average of the daily balance in the client's account throughout the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

In addition to our service fees, the client may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses). Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.

For the service described above, we receive our service fees by automatic fee deduction via the custodian of direct invoice to you.

#### ***Billing Via Custodian***

Contemporaneously with the execution of a plan sponsor advisory agreement, you will be asked to sign an authorization that will allow the custodian of any of your account(s) to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, the custodian will send you a statement, at least quarterly, indicating:

- all amounts disbursed from the account, and
- the amount of advisory fees paid directly to us.

#### ***Direct billing***

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. The Adviser will send, to client, a copy of the invoice at the same time it is sent to the custodian. Additionally, the invoice will include the formula and fee calculation that the Client will be charged.

Specific fee arrangements will be set forth in the plan sponsor advisory agreement with Oak Harvest.

#### ***Educational Workshops Fees***

Workshop sessions are complimentary; no fee is assessed by our Firm.

#### ***Discounting Fees***

The advisory services to be provided and their fees, along with any other fee assessed by the company (see “Additional Client Fees” below), will be detailed in the client engagement agreement. Published fees may be discounted at the discretion of our Firm.

#### ***Additional Client Fees***

The Firm will assess a technology service fee from its portfolio management clients that covers the use of the technology platform that provides client reporting, the Oak Harvest Client Portal, and Oak Harvest mobile app. This fee will be delineated in your engagement agreement with Oak Harvest. Though this fee is required and the amount non-negotiable, it may be waived, totally or in part, at the discretion of the Firm. The technology service fee is \$50 per year, per custodial account. The technology service fee is withdrawn from your investment account(s) on a pro-rated, quarterly basis.

#### ***Regulatory Fees***

To facilitate the execution of trades, regulatory Trading Activity Fees (TAF) are added to applicable sales transactions. The Securities and Exchange Commission (SEC) regulatory fee is assessed on client accounts for sell transactions, and a FINRA fee is assessed on client accounts for sell transactions, for certain covered securities. This fee is not charged by our Firm but is assessed and collected by the custodian. The Custodian that our Firm uses, is a FINRA member firm. These fees recover the costs incurred by the SEC and FINRA, for supervising and regulating the securities markets and securities professionals. The fee rates vary depending on the type of transaction and the size of that transaction. For more information on the SEC and FINRA fees, please visit their websites:

[www.sec.gov/fast-answers/answerssec31htm.html](http://www.sec.gov/fast-answers/answerssec31htm.html) or [www.finra.org/industry/trading-activity-fee](http://www.finra.org/industry/trading-activity-fee).

### ***Client Responsibility for Third-Party Fees***

Clients are responsible for all account fees, including but not limited to, mutual fund fees, transactional fees or custodian asset-based pricing fees, individual retirement account fees, account termination fees, or wire transfer fees. Advisory fees paid by our client to our Firm for our services are separate from any of these fees or other similar charges, as well as internal costs associated with certain mutual funds, exchange-traded funds (ETFs), or other instruments.

### ***External Compensation for the Sale of Securities to Clients***

Neither Oak Harvest nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

Mr. Sharpe and other Firm associates are licensed insurance agents and appointed with various unaffiliated insurance carriers via our insurance agency, Oak Harvest Insurance Services, LLC. Further information with regard to these other activities may be found in each associate's accompanying Form ADV Part 2B brochure supplement. See also Items 10 and 14 below.

These activities create a conflict of interest as there is an incentive to recommend insurance products based on the compensation received from the insurance company for the sale of an insurance product, rather than on the client's needs. Additionally, the offer and sale of insurance products by representatives of Oak Harvest Investment Services are not made in the representatives' capacity as a fiduciary and are limited to insurance providers that have agreements to sell with Oak Harvest Insurance Services.

Oak Harvest Investment Services addresses this conflict of interest by requiring all of its who are insurance agents to recommend insurance products that are suitable for the client and disclose the commissions to the client. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Oak Harvest representatives may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended by Oak Harvest through other, non-affiliated insurance agencies.

### ***Termination of Services***

Either party may terminate the agreement for portfolio management, financial consulting, or financial planning at any time upon written notice.

If you terminate your investment management accounts, we will not be responsible for investment allocation, advice, or transactional services (except for limited closing transactions). If the Client did not receive the Firm's Form ADV Part 2 brochure at the time of entering into the Agreement, then the Client will have the right to terminate the engagement without fee or penalty within five business days after entering into the Agreement. If the client did receive the Firm's Form ADV Part 2A, or after the five-day period noted above, the Client will be assessed fees on a prorated basis for services incurred from either (i) as a new Client, the date of the engagement to the date of account termination or receipt of notice of termination, or (ii) all other accounts, the last billing period to the date of account termination or receipt of notice of termination.

Financial Planning and Consulting: Clients may terminate the agreement without penalty for a full refund of Oak Harvest's fees within 5 business days of signing the Financial Planning Agreement as long as the client has not engaged in any financial consultations. Beyond that period, upon termination, the client will be responsible for paying the pro-rated fee for work completed but unpaid (if any) at the time the termination becomes effective.

Financial Consulting clients who have signed the agreement but have not yet engaged in any financial consultations are entitled to have the full amount of any paid fees refunded. If the client has already received a financial consultation, the client will owe fees only for completed consultation(s). If any fees were paid in advance, the client is only responsible for paying the pro-rated fee (if applicable) for consultations completed at the time the termination becomes effective. Any further fees will be refunded as described below.

Oak Harvest will determine, in good faith, an amount equal to the unearned fees, if any, and shall promptly refund such amount to you. "Unearned fees" means the portion of any fees that we determine are attributable to services that had not been performed by us prior to receipt of notice of termination from you. In the case of the annual fee for additional assistance, review, and monitoring, fees due will be pro-rated and any unearned fee will be refunded to the client. Refunds for fees paid in advance will be returned within 14 days to the client via check.

#### ***Administrative Services Provided by Orion***

Oak Harvest has contracted with Orion to utilize its technology platforms to support data reconciliation, performance reporting, research, client database maintenance, quarterly performance evaluations, payable reports, app administration, models, trading platforms, and other functions related to the administrative tasks of managing client accounts. Due to this arrangement, Orion will have access to client accounts, but Orion will not serve as an investment advisor to our clients. Oak Harvest and Orion are non-affiliated companies. Orion charges our Firm an annual fee for each account administered by Orion.

#### ***Mutual Fund Fees***

The Oak Harvest Long/Short Hedged Equity Fund is a no-load fund offered to Oak Harvest advisory clients. Advisory clients should be aware that the fees on this Oak Harvest managed fund are higher than the fees charged in separately managed accounts. This creates a conflict of interest for Oak Harvest and its investment adviser representatives. To address this conflict, Oak Harvest investment adviser representatives who advise on client accounts are compensated the same regardless of the amounts allocated to the fund or separately managed accounts. In addition, to prevent "double dipping", any client who purchases this fund will not be charged an advisory fee for any assets allocated to the fund since the client is already paying the fund fees outlined in the fund's prospectus. Clients are under no obligation to purchase any product advised by, or affiliated with, Oak Harvest.

#### ***Insurance and Advisory Products***

Some Oak Harvest investment adviser representatives are also independent insurance agents. The agents and Oak Harvest Insurance Services, LLC earn combined commissions of up to 8% for selling insurance products, separate and in addition to our advisory fees. Representatives and/or the company will receive higher compensation when offering insurance products. The sale of insurance and annuities will pay upfront commissions that are higher than our investment management fees. This higher commission from the sale of annuities and life insurance creates a conflict of interest. To address this conflict, Oak Harvest makes a reasonable effort to reduce the disparity in investment adviser representative compensation for insurance and advisory products utilized when allocating client accounts. In addition, clients must complete the suitability questionnaire for the applicable insurance company prior to purchasing an annuity.

Oak Harvest Insurance Services, LLC, will also receive bonus compensation in the form of overrides and bonuses from independent marketing organizations and insurance carriers. This bonus compensation could be as high as 3%, which creates an additional conflict of interest when recommending one specific product over another. This conflict is mitigated because Oak Harvest Insurance Services, LLC will not share any bonus compensation with advisors and does not require advisors or insurance agents to recommend one product over another. Oak Harvest Insurance Services, LLC does not discuss with insurance agents or advisors which products pay additional overrides or bonuses.

Oak Harvest insurance representatives receive benefits from an Insurance Marketing Organization such as operation and marketing support, and invitations to conferences.

### ***Compensation for Various Products and Services Offered***

Various fee and commission schedules are assigned to insurance products, advisory services and any mutual fund managed by our Firm. The differing commission and fee schedules present a conflict of interest for investment advisor representatives because they and/or the Firm or Oak Harvest Insurance Services, LLC will receive higher compensation when offering insurance products or our mutual fund to clients. To address this conflict, Oak Harvest makes a reasonable effort to reduce the disparity in investment adviser representative compensation for insurance and advisory products utilized when allocating client accounts.

### **Item 6 - Performance-Based Fees and Side-By-Side Management**

Our Firm's advisory fees will not be based on a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as performance-based fees. Our fees are not affected by side-by-side management, which refers to an entity simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not.

The Oak Harvest Long/Short Hedged Equity Fund may be offered to Oak Harvest advisory clients. Any client who purchases this fund will not be charged an advisory fee for any assets allocated to the fund since the client is already paying the fund fees outlined in the fund's prospectus. Advisory clients should be aware that the fees on the Oak Harvest Long/Short Hedge Equity Fund are higher than the fees charged in separately managed accounts. To address this conflict of interest, investment adviser representatives of Oak Harvest who advise on client accounts are compensated the same for amounts allocated to the fund or separately managed accounts.

### **Item 7 - Types of Clients**

Oak Harvest provides advisory services generally to the following types of clients:

- Individuals
- Families
- High Net Worth Individuals
- High Net Worth Families

In addition, Oak Harvest advises the Oak Harvest Long/Short Hedged Equity Fund and may advise additional funds in the future. The Firm is willing to expand our advisory services to other types of clients.

### ***Minimum Account Size for Portfolio Management Services***

Our minimum requirement for opening or maintaining an account for our portfolio management services is generally \$500,000. This minimum may be waived or reduced at the Advisor's discretion.

We reserve the right to waive or discount any of the Firm's fees based on unique individual circumstances, special arrangements, or pre-existing relationships. However, we may decline services to a prospective client for any lawful reason.

### **Item 8 - Methods of Analysis, Investment Strategies and Risk of loss**



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

Oak Harvest Investment Services utilizes a series of meetings and questionnaires to determine your investment goals, risk tolerance, time horizon, and other information related to your financial situation to determine investment strategies and allocations that are best suited to fit the client's needs. After Oak Harvest evaluates the client's financial needs, we will design investment programs to assist the client in achieving their financial goals.

### ***Analysis Methods***

Security analysis used by Oak Harvest may include the following:

*Fundamental Analysis* - Fundamental analysis involves analyzing a business's financial statements and health, management and competitive advantages, and competitors and markets.

*Technical Analysis* - Technical analysis is a discipline for forecasting the direction of prices through the study of past market data, primarily price and volume.

*Cyclical and Value Analysis* - Cyclical analysis is an analysis of recurring periods of expansion and contraction that can impact a company's profitability and cash flow to find favorable conditions for buying and/or selling a security. Value-based analysis seeks to find securities that are undervalued relative to the market as a whole, or a particular economic sector or industry group.

### ***Sources of Information***

Our research is drawn from sources that include:

- Financial periodicals
- Reports from economists and other industry professionals
- Corporate ratings services
- Company annual reports
- Conference calls
- Press releases
- Prospectuses and other regulatory filings
- World wide web
- Research materials prepared by others
- Historical data from securities exchanges

### ***Investment Strategies***

Oak Harvest uses:

- Long term purchases which are investments held at least one year
- Short term purchases which are investments sold within a year

Portfolios will hold investments including mutual funds (including real estate mutual funds), interval funds, ETFs, individual equities (including REITs), and fixed income (bond) positions.

### ***Material Risk Involved***

Clients must understand that past performance is not indicative of future results. Therefore, current and prospective clients (including you) should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds) involves risk of loss.

Further, depending on the different types of investments there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal. Because of the inherent risk of loss associated with investing, our Firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities through my investment management program.

### ***Risks of Methods of Analysis***

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Cyclical and value analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit. Risk related to value analysis include the mis-valuing of securities relative to the market as a whole, sectors, or competitors, and risks that the share price of under-valued security may not increase in value for longer than expected or at all.

### ***Risks of Investment Strategies***

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Short term trading risks include liquidity, economic stability, and inflation, in addition to the long-term trading risks listed above. Frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

### ***Risks of Specific Securities Utilized***

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below are not guaranteed or insured by the FDIC or any other government agency.

**Mutual Funds:** Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond "fixed income" nature (lower risk) or stock "equity" nature.

**Exchange Traded Funds (ETFs):** An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss, sometimes up to a 100% loss in the case of a stock holding bankruptcy. Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Precious metal ETFs (e.g., gold, silver, or other bullion backed "electronic shares" not physical metal) specifically may be negatively impacted by several unique factors, among them (1) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals, (2) a significant increase

in hedging activities by producers of gold or other precious metals, (3) a significant change in the attitude of speculators and investors.

**Closed End Funds (CEFs):** CEFs are investment funds traded on stock exchanges, similar to stocks. Investing in CEFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest, illiquidity, poor trade execution in adverse market conditions and the possibility of inadequate regulatory compliance. In addition, because CEFs are traded on exchanges, they may trade at prices above or below their net asset value ("NAV"). As a result, investors in CEFs may purchase fund shares at prices above their NAV or sell shares at prices below their NAV.

**Interval Funds:** Where suitable, our Firm may utilize interval funds in client portfolios. An interval fund is a non-traditional type of closed-end mutual fund that periodically offers to buy back a percentage of outstanding shares from shareholders. Investments in an interval fund involve additional risk, including lack of liquidity and restrictions on withdrawals at the fund sponsor's sole discretion. During any time periods outside of the specified repurchase offer window(s), investors will be unable to sell their shares of the interval fund. There is no assurance that an investor will be able to tender shares when or in the amount desired. There can also be situations where an interval fund has a limited amount of capacity to repurchase shares and may not be able to fulfill all purchase orders. In addition, the eventual sale price for the interval fund could be less than the interval fund value on the date that the sale was requested. While an interval fund periodically offers to repurchase a portion of its securities, there is no guarantee that investors may sell their shares at any given time or in the desired amount. As interval funds can expose investors to liquidity risk, investors should consider interval fund shares to be an illiquid investment. Typically, the interval funds are not listed on any securities exchange and are not publicly traded. Thus, there is no secondary market for the fund's shares. Because these types of investments involve certain additional risk, these funds will only be utilized when consistent with a client's investment objectives, individual situation, suitability, tolerance for risk and liquidity needs. Investment should be avoided where an investor has a short-term investing horizon and/or cannot bear the loss of some, or all, of the investment. The fund sponsor determines the fund price which investors will transact at based solely on its internal policies and procedures for valuing the non-traded assets within the fund. There can be no assurance that an interval fund investment will prove profitable or successful. In light of these enhanced risks, a client may direct Oak Harvest, in writing, not to employ any or all such strategies for the client's account. Certain traded interval funds can be purchased by Oak Harvest directly with the client's custodian without any prior authorization from the client. In these cases, Oak Harvest will purchase these interval funds on a discretionary basis only when it deems the investments to be suitable for the client. In other cases, certain Non-Traded Interval Funds required the client to execute fund documents in order to invest. In these situations, Oak Harvest will not be able to purchase the non-traded interval funds on a discretionary basis. Both traded and non-traded interval funds are subject to all of the risks and limitations outlined above.

**Equity** investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

**Fixed Income** investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best-known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise,

bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

**Real Estate funds (including REITs)** face several kinds of risk that are inherent in the real estate sector, which historically has experienced significant fluctuations and cycles in performance. Revenues and cash flows may be adversely affected by: changes in local real estate market conditions due to changes in national or local economic conditions or changes in local property market characteristics; competition from other properties offering the same or similar services; changes in interest rates and in the state of the debt and equity credit markets; the ongoing need for capital improvements; changes in real estate tax rates and other operating expenses; adverse changes in governmental rules and fiscal policies; adverse changes in zoning laws; the impact of present or future environmental legislation and compliance with environmental laws.

**Tax Risk:** For municipal bonds, depending on the client's state of residence, the interest earned on certain bonds may not be tax-exempt at the state level. Also, changes in federal tax policy may impact the tax treatment of interest and capital gains of an investment.

**Regulatory Risk:** Market participants are subject to rules and regulations imposed by one or more regulators. Changes to these rules and regulations could have an adverse effect on the value of an investment.

**Concentration Risk:** The risk of amplified losses that may occur from having a large portion of your holdings in a particular investment, asset class or market segment relative to your overall portfolio.

**Cybersecurity Risk:** In addition to the investment risks listed above, investing involves various operational and "cybersecurity" risks. These risks include both intentional and unintentional events at our Firm or one of its third-party counterparties or service providers, that may result in a loss or corruption of data, result in the unauthorized release or other misuse of confidential information, and generally compromise our Firm's ability to conduct its business. A cybersecurity breach may also result in a third-party obtaining unauthorized access to our clients' information, including social security numbers, home addresses, account numbers, account balances, and account holdings. Our Firm has established business continuity plans and risk management systems designed to reduce the risks associated with cybersecurity breaches. However, there are inherent limitations in these plans and systems, including that certain risks may not have been identified, in large part because different or unknown threats may emerge in the future. As such, there is no guarantee that such efforts will succeed, especially because our Firm does not directly control the cybersecurity systems of our third-party service providers. There is also a risk that cybersecurity breaches may not be detected.

**Commodities Risk:** Exposure to commodities in Adviser Clients accounts is in non-physical form, such as ETFs or mutual funds, there are risks associated with the movement in commodity prices and the ability of the fund or trust manager to respond or deal with those price movements. There also may be initial charges as well as annual management fees associated with the fund or trust.

**Non-Transferability:** Certain investments used by Oak Harvest may not be transferrable to other custodians. Additionally, if they are transferrable, other advisors may be restricted to only sell the positions and not allowed to buy more. This could include certain institutional share class mutual funds,

mutual funds closed to new investors, investment available only to approved Firms like Oak Harvest, alternative investments, structured notes, and interval funds.

**Artificial Intelligence and Machine Learning** Certain service providers utilized by the Firm to service client accounts have artificial intelligence components. The use of artificial intelligence and machine learning includes increased risk of data inaccuracies and security vulnerabilities. Due to the rapid advancement of machine learning technologies, future risks related to artificial intelligence are unpredictable. As a measure to mitigate these risks to our clients, our Firm performs periodic due diligence of our service providers for assurance that the service providers have appropriate controls in place to protect our clients' information and to limit data inaccuracies when artificial intelligence is used by the service provider.

**PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. INVESTING IN SECURITIES INVOLVES A RISK OF LOSS THAT YOU, AS A CLIENT, SHOULD BE PREPARED TO BEAR.**

### **Item 9 - Disciplinary Information**

Neither the Firm nor its management has been convicted in a material criminal or civil action in a domestic, foreign or military jurisdiction, an administrative enforcement action, or self-regulatory organization proceeding per current guidelines.

Troy Sharpe and Oak Harvest Insurance Services, LLC have pending litigation alleging fraud concerning the sale of two multi-year guaranteed annuities that were brokered for a single insurance client. The lawsuit requests \$2.5 million in damages for restitution. However, the annuity contracts continue to pay their contracted interest rate, and no loss of principal has been realized. A motion was approved to put the litigation on hold until the liquidation of the affected insurance companies, Bankers Life Insurance Company and Colorado Bankers Life Insurance Company, is completed. Troy Sharpe and Oak Harvest Insurance Services, LLC, deny any wrongdoing in the matter.

### **Item 10 - Other Financial Industry Activities and Affiliations**

Oak Harvest and its representatives may refer clients to other third parties, which could include accounting firms, law firms, real estate brokers, and banking firms. Oak Harvest and our associated persons will not receive any compensation for such referrals.

#### ***Registration as a Broker/Dealer or Broker/Dealer Representative***

Neither Oak Harvest nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

#### ***Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor***

Neither Oak Harvest nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

#### ***Registration Relationships Material to this Advisory Business and Conflicts of Interests***

Some Firm associates are licensed insurance agents and appointed with various unaffiliated insurance carriers via our insurance agency Oak Harvest Insurance Services, LLC. Further information with regard to these other activities may be found in each associate's accompanying Form ADV Part 2B brochure supplement.

These activities create a conflict of interest as there is an incentive to recommend insurance products based on the

compensation received from the insurance company for the sale of an insurance product, rather than on the client's needs. Additionally, the offer and sale of insurance products by representatives of Oak Harvest Investment Services are not made in the representatives' capacity as a fiduciary, and are limited to insurance providers that have agreements to sell with Oak Harvest Insurance Services.

Oak Harvest Investment Services addresses this conflict of interest by requiring all of its representatives who are insurance agents to recommend insurance products that are suitable for the client and disclose the commissions to the client. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Oak Harvest representatives may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended by Oak Harvest through other, non-affiliated insurance agencies.

Oak Harvest Insurance Services, LLC, will utilize the services of Advisors Excel, a third-party insurance marketing organization ("IMO") to select appropriate products. Advisors Excel is an affiliate of AE Wealth Management and the decision to work with AE Wealth Management is significantly based on the IMO relationship with Advisors Excel. IMOs offer special incentive compensation to meet certain overall sales goals by placing annuities and/or other insurance products through the IMO. The receipt of commissions and additional incentive compensation itself creates a conflict of interest. Clients are not required to purchase any insurance products through Oak Harvest Insurance Services, LLC or any representative's separate capacity as insurance agents. The purpose of the IMO is to assist us in finding the insurance company that best fits the client's situation.

Advisors Excel and Advisors Excel Wealth Management provides marketing assistance and business development tools to acquire new clients, technology with the goal of improving the client experience and the Oak Harvest Insurance Services, LLCs' efficiency, back office and operations support to assist in the processing of insurance products (through Advisors Excel) for clients, business succession planning, business conferences and incentive trips for agents of Oak Harvest Insurance Services, LLC. In addition, Oak Harvest staff have received lucrative speaking engagement fees for assisting with AE events. AE provides additional benefits such as production of radio shows, website content and other marketing assistance without charge to Oak Harvest Insurance Services, LLC. As needed, AE has assisted Oak Harvest financially through lending money and by serving as a guarantor for lease agreements.

Although some of these services can benefit a client, other services obtained by us from Advisors Excel such as marketing assistance, business development and incentive trips will not benefit an existing client. Oak Harvest Insurance Services, LLC can also receive bonus payments from an insurance company for selling a targeted number of annuities during a specified period of time which creates a conflict of interest.

The Firm has taken steps to manage these conflicts of interest by requiring that each investment advisor representative:

- only recommend insurance and annuities when in the best interest of the client and without regard to the financial interest of the Firm and its investment advisor representative.
- not recommend insurance and/or annuities which result in its investment advisor representative and/or Oak Harvest Insurance Services, LLC receiving unreasonable compensation related to the recommendation; and,
- disclose material conflicts of interest related to insurance or annuity recommendations.

Oak Harvest Insurance Services, LLC has entered into a solicitation agreement with PriceKubecka PLLC. As a result, accounting clients of PriceKubecka will be referred to Oak Harvest Investment Services, LLC and Oak Harvest Insurance Services, LLC. Oak Harvest Insurance Services, LLC will share revenue with PriceKubecka for insurance products sold to PriceKubecka clients. Certain Oak Harvest clients will be referred to PriceKubecka for their tax services. PriceKubecka will not have the ability to determine allocations between insurance and investment products for any Oak Harvest client.

Oak Harvest Investment Services, LLC utilizes Admin316 for IRC Section 3(16) and 402(a) services for 401(k), 403(b), profit sharing, money purchase, defined benefit and cash balance plans. Admin316 also offers trustee services for 457(b) and 457(f) plans. A conflict of interest exists any time an Oak Harvest managed mutual fund is purchased through a qualified plan for which we serve as the advisor because Oak Harvest could receive compensation from the fund in addition to the qualified plan's advisory fee. Our Firm will exclude the investment management fee from portion or amount invested in the Oak Harvest mutual funds. To further mitigate this conflict, the Firm will only recommend Oak Harvest funds to plan sponsor clients in keeping with its fiduciary requirements and will make such investment only upon the written disclosure of conflict to the client through the ADV and Agreement.

### ***Selection of Other Advisers or Managers and How This Advisor is Compensated for Those Selections***

Oak Harvest does not utilize nor select third-party investment advisers. All assets are managed by Oak Harvest Investment Services.

## **Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

### ***Code of Ethics***

Oak Harvest has adopted a Code of Ethics for all supervised persons of the Firm describing its high standard of business conduct and fiduciary duty. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Oak Harvest must acknowledge the terms of the Code of Ethics annually, or as amended. Oak Harvest's Code of Ethics is available free upon request to any client or prospective client.

### ***Recommendations Involving Material Financial Interests***

The Oak Harvest Long/Short Hedged Equity Fund is a no-load fund that may be offered to Oak Harvest advisory clients. Advisory clients should be aware that the fees on this Oak Harvest managed fund are higher than the fees charged in separately managed accounts. This creates a conflict of interest for Oak Harvest and its investment adviser representatives. To address this conflict, Oak Harvest investment adviser representatives who advise on client accounts are compensated the same regardless of the amounts allocated to the fund or separately managed accounts. In addition, to prevent "double dipping", any client who purchases this fund will not be charged an advisory fee for any assets allocated to the fund since the client is already paying the fund fees outlined in the fund's prospectus. Clients are under no obligation to purchase any product advised by, or affiliated with, Oak Harvest.

### ***Investing Personal Money in the Same Securities as Clients***

From time to time, representatives of Oak Harvest may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of Oak Harvest to buy or sell the same securities before or after recommending the same securities to clients, or prior to executing the transaction in an Oak Harvest managed fund. This could result in representatives profiting from the recommendations they provide to clients or front-running fund transactions. Such transactions may create a conflict of interest due to the

potential financial gain that could be realized by the representative.

This conflict of interest is largely addressed due to the types of securities transacted by the Oak Harvest investment team. Typically, the investment team purchases larger capitalization equity securities which are more difficult to manipulate due to high average daily trading volumes. In addition, Oak Harvest employee trading is monitored and reviewed on at least a quarterly basis. We will address transactions that could be construed as conflicts of interest to ensure neither the fund or our employees engage in trading that results in a disadvantage to advisory clients or fund shareholders.

#### ***Trading Securities At/Around the Same Time as Clients' Securities***

From time to time, representatives of Oak Harvest may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Oak Harvest to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest.

This conflict of interest is largely addressed due to the types of securities transacted by the Oak Harvest investment team. Typically, the investment team purchases larger capitalization equity securities which are more difficult to manipulate due to average daily trading volumes. In addition, Oak Harvest employee trading is monitored and reviewed. We will address transactions that could be construed as conflicts of interest to ensure neither the fund or Oak Harvest employees engage in trading that results in a disadvantage to advisory clients or fund shareholders.

#### ***Privacy Policy Statement***

We respect the privacy of all clients and prospective clients (collectively termed "customers" per federal guidelines), both past and present. It is recognized that customers have entrusted our Firm with non-public personal information, and it is important that both access persons and customers are aware of Firm policy concerning what may be done with that information. Federal law gives the customer the right to limit some but not all sharing of personal information. It also requires us to tell you how we collect, share, and protect your personal information. The Firm provides customers with the privacy policy on an annual basis, and at any time, in advance, if the privacy policy is expected to change. The Firm collects personal information about customers from the following sources:

- Information provided to us complete their plan or investment recommendation;
- Information provided via engagement agreements and other documents completed in connection with the opening and maintenance of an account;
- Information customers provide verbally; and
- Information received from service providers, such as custodians, about account transactions.

#### **Types of Nonpublic Personal Information We Collect:**

We collect nonpublic personal information about you that is either provided by you or obtained by us with your authorization. This can include but is not limited to: your Social Security Number, Date of Birth, Banking Information, Financial Account Numbers and/or Balances, Sources of Income, and Credit Card Numbers or Information. When you are no longer our customer, Oak Harvest will continue to adhere to this Privacy Policy with your information.

The Firm does not disclose non-public personal information about our customers to anyone, except in the following circumstances:



- When required to provide services our customers have requested
- When our customers have specifically authorized us to do so;
- When required during the course of a Firm assessment (i.e., independent audit); or
- When permitted or required by law (i.e., periodic regulatory examination).
- For marketing by Oak Harvest – to offer Oak Harvest’s products and services to clients;
- For joint marketing with other financial companies;
- For affiliates’ everyday business purposes – information about client transactions and experience; or
- For non-affiliates to market to clients (only where allowed).

If you are a new customer we may begin sharing your information on the day you sign our agreement. If a client decides to close his or her account(s) or becomes an inactive customer, Oak Harvest will adhere to the privacy policies and practices as described in this Privacy Policy. However, you can contact us at any time to limit our sharing.

Federal law allows you the right to limit the sharing of your NPI by “opting-out” of the following: sharing for non-affiliates’ everyday business purposes – information about your creditworthiness; or sharing with affiliates or non-affiliates who use your information to market to you. State laws and individual companies may give you additional rights to limit sharing. Please notify us immediately if you choose to opt out of these types of sharing.

Oak Harvest restricts access to clients’ personal and account information to those employees who need to know that information to provide products or services to its clients. Oak Harvest maintains physical, electronic, and procedural safeguards to guard clients’ non-public personal information.

In addition to Oak Harvest’s listed access persons, any IT persons or other technical consultants employed at the Firm may also have access to non-public client information at any time. An on-site or off-site server that stores client information, third-party software that generates statements or performance reports, or third-party client portals designed to store client files all hold the potential for a breach of non-public client information.

To mitigate a possible breach of the private information, Oak Harvest uses encryption software on all computers and evaluates any third-party providers, employees, and consultants with regard to their security protocols, privacy policies, and/or security and privacy training.

## **Item 12 - Brokerage Practices**

### ***Factors Used to Select Custodians and/or Broker Dealers***

Custodians/broker-dealers will be recommended to our clients based on our duty to seek “best execution,” which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances.

To address its best execution obligation, Oak Harvest (i) maintains best execution policies and procedures designed to address our current business; (ii) monitors qualitative factors related to our custodians, including execution capability, financial responsibility and responsiveness, the execution performance; and (iii) conducts ongoing due diligence of the custodians execution to verify that that prices received were favorable under prevailing market conditions.

Clients will not necessarily pay the lowest commission or commission equivalent, and Oak Harvest may also consider the market expertise and research access provided by the broker-dealer/custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and

other resources provided by the brokers that may aid in Oak Harvest's research and portfolio management efforts. Oak Harvest will never charge a premium or commission on transactions, beyond the actual cost imposed by the broker-dealer/custodian.

For advisory clients, Oak Harvest utilizes Charles Schwab & Co., Inc for brokerage services.

### ***Research and Other Soft Dollar Benefits***

While the Firm has no formal soft dollar program in which soft dollars are used to pay for third party services, Oak Harvest receives research, products, or other services from custodians and broker-dealers in connection with client securities transactions ("soft dollar benefits"). Oak Harvest may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended.

There can be no assurance that any particular client will benefit from soft dollar research, whether or not the client's transactions paid for it, and Oak Harvest does not seek to allocate benefits to client accounts proportionate to any soft dollar credits generated by the accounts. Oak Harvest benefits by not having to produce or pay for the research, products or services, and Oak Harvest will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that Oak Harvest's acceptance of soft dollar benefits may result in higher commissions charged to the client.

### ***Brokerage for Client Referrals***

Oak Harvest receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

### ***Clients Directing Which Broker/Dealer/Custodian to Use***

Our Firm does not engage in directed brokerage. As a result, clients could pay higher commissions or other transaction costs, potentially experience greater spreads, or receive less favorable net prices on transactions for their account than would otherwise be the case if they had the opportunity to direct brokerage.

Our operational relationship with our custodian requires client accounts custodied with them to have trades executed per their order routing requirements. We do not direct which executing broker should be selected for client account trades; whether that is an affiliate of our preferred custodian or another executing broker of a custodian's choice. As a result, a client may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices on transactions than might otherwise be the case. In addition, since we routinely recommend a custodian for our advisory clients, and that custodian may choose to use the execution services of its broker affiliate for some or all of our client account transactions, there is an inherent conflict of interest involving our recommendation since our advisory Firm receives various products or services described in this section from that custodian. Note that we are not compensated for trade routing/order flow, nor are we paid commissions on such trades. We do not receive interest on our client accounts' cash balances.

### ***Aggregating (Block) Trading for Multiple Client Accounts***

Oak Harvest often aggregates orders with the broker on behalf of all such clients in order to ensure fairness for all clients. Block trades are reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. Oak Harvest determines the appropriate number of shares for each account. Oak Harvest does not receive any additional compensation or remuneration as a result of such aggregation.

### ***Trade Errors***

In the event of a trade error in a client account, our policy is to attempt to promptly correct the error. Corrective actions may include: canceling the trade, adjusting the allocation, or reimbursement to the account.

Oak Harvest bears responsibility for all trading losses for which it is found to be responsible. We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and Oak Harvest will absorb any loss resulting from the trade error if the error was caused by the Firm. We will never benefit or profit from trade errors.

## **Item 13 - Review of Accounts**

### ***Frequency and Nature of Periodic Reviews and Who Makes Those Reviews***

All client accounts for Oak Harvest's advisory services provided on an ongoing basis are reviewed at least annually by the advisor with consultation from the Firm's in-house Investment Team as needed. Oak Harvest will make reasonable attempts to schedule at least one meeting or conference call with you each year. The purpose of these reviews is to evaluate investment objectives, risk tolerance levels, and other information and ensure it remains up to date. If a client does not attend a scheduled meeting, it is the client's responsibility to reschedule.

Financial planning accounts are reviewed upon financial plan creation and plan delivery by the client's investment advisor representative. Financial plans will undergo a review of the financial plan at the time of creation and delivery by the Firm by the client's investment advisor representative. If the client has elected to engage the Firm for additional assistance, review, and monitoring of a financial plan, the investment advisor representative will conduct reviews on the agreed upon basis, which will be notated in the client's agreement with the Firm, or at least annually.

### ***Factors That Will Trigger a Non-Periodic Review of Client Accounts***

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, Oak Harvest's services will generally conclude upon delivery of the financial plan. If the client has elected to engage the Firm for additional assistance, review, and monitoring of the financial plan, the investment advisor representative will conduct reviews at the agreed upon basis, and changes in the client's financial situation (such as retirement, termination of employment, physical move, or inheritance) may also trigger a review of the financial plan. For financial consulting clients, Oak Harvest's services generally conclude upon completion of the financial consultation.

We contact financial consulting clients and clients with a completed plan but who have not previously engaged the Firm for further review and update of their plan only upon request, to provide additional consulting services, discuss changes in their situations, and/or render further updates to their plan. These clients do not receive written or verbal updates to their completed financial plans, or additional consultations unless they re-engage the Firm for these services, with an updated engagement agreement as needed.

### ***Content and Frequency of Regular Reports Provided to Clients***

Each client who receives Oak Harvest's portfolio management services provided on an ongoing basis will receive a monthly report detailing the client's account and all activity in the client's account, including assets held, asset value, and fees. This written report will be provided by the custodian. Additionally, Oak Harvest will provide the client with 1.) a monthly household performance report regarding the client's investment accounts and 2.) a

performance report regarding the client's investment accounts at the time of the client's annual review, or on an as-needed or as-requested basis.

Each financial planning client will receive the financial plan upon completion; there are no reports beyond the written financial plan. If the client has engaged the Firm for further review and updates to the financial plan, then updates made based on future reviews will be documented and included in the financial plan. Financial consulting clients generally do not receive reports or other written deliverables from Oak Harvest.

#### **Item 14 - Client Referrals and Other Compensation**

In addition to the soft dollar benefits discussed in Item 12 above, Oak Harvest Insurance Services, LLC has entered into an agreement with an independent marketing organization, Advisors Excel, LLC ("AE"). AE incentivizes Oak Harvest Insurance, LLC to sell products for its insurance partners. As a result, Oak Harvest Insurance Services, LLC and its insurance agents have received substantial compensation used to cover domestic and international travel expenses to AE sponsored conferences. In addition, Oak Harvest staff have received lucrative speaking engagement fees for assisting with AE events. AE provides additional benefits such as production of radio shows, website content and other marketing assistance without charge to Oak Harvest Insurance Services, LLC. As needed, AE has assisted Oak Harvest financially through lending money and by serving as a guarantor for lease agreements. Receipt of these travel and marketing expense reimbursements are dependent upon specific sales quotas, the investment sponsor reimbursements are made by those sponsors for which sales have been made or for which it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control this conflict by always basing investment decisions on the individual needs of our clients. Our Firm and our supervised persons do not accept or receive compensation based on the sale of securities. Supervised people can be compensated for obtaining prospective clients through marketing initiatives.

Our Firm may be asked to recommend a financial professional, such as an attorney, accountant or mortgage broker. In such cases, our Firm does not receive any direct compensation in return for any referrals made to individuals or firms in our professional network. Clients must independently evaluate these firms or individuals before engaging in business with them and clients have the right to choose any financial professional to conduct business. Individuals and firms in our financial professional network may refer clients to our Firm. Again, our Firm does not pay any direct compensation in return for any referrals made to our Firm. Our Firm does recognize the fiduciary responsibility to place your interests first and have established policies in this regard to mitigate any conflicts of interest.

From time to time, Oak Harvest engages or retains unaffiliated third parties to act as solicitors/promoters for Oak Harvest's advisory services. Oak Harvest pays a fee per prospective client. This cost is never billed to a client or prospective client. If required, Oak Harvest will ensure each employed solicitor/promoter is properly registered in all appropriate jurisdictions.

Oak Harvest Insurance Services, LLC has entered into a solicitation agreement with PriceKubecka PLLC. As a result, accounting clients of PriceKubecka will be referred to Oak Harvest Investment Services, LLC and Oak Harvest Insurance Services, LLC. Oak Harvest Insurance Services, LLC will share revenue with PriceKubecka for insurance products sold to PriceKubecka clients. Certain Oak Harvest clients will be referred to PriceKubecka for their tax services. PriceKubecka will not have the ability to determine allocations between insurance and investment products for any Oak Harvest client.

Oak Harvest operates YouTube channels. Firm associates upload educational videos related to financial topics. When YouTube displays ads on the videos produced by Oak Harvest, Oak Harvest receives a share of revenue

generated by such ads. All videos uploaded to the YouTube channels are for educational purposes only and are not financial advice, or an offer or solicitation to buy or sell securities.

Oak Harvest provides compensation in the form of gifts, gift baskets, and non-cash prizes to clients in exchange for referrals provided in order to solicit new clients. All such compensation adheres to all applicable regulations.

Charles Schwab & Co., Inc. Advisor Services provides Oak Harvest with access to Charles Schwab & Co., Inc. Advisor Services' institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For Oak Harvest client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

Charles Schwab & Co., Inc. Advisor Services also makes available to Oak Harvest other products and services that benefit Oak Harvest but may not benefit its clients' accounts. These benefits may include national, regional or Oak Harvest specific educational events organized and/or sponsored by Charles Schwab & Co., Inc. Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Oak Harvest by Charles Schwab & Co., Inc. Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Oak Harvest in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of Oak Harvest's fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Oak Harvest's accounts. Charles Schwab & Co., Inc. Advisor Services also makes available to Oak Harvest other services intended to help Oak Harvest manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance and marketing. In addition, Charles Schwab & Co., Inc. Advisor Services may make available, arrange and/or pay vendors for these types of services rendered to Oak Harvest by independent third parties. Charles Schwab & Co., Inc. Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Oak Harvest. Oak Harvest is independently owned and operated and not affiliated with Charles Schwab & Co., Inc. Advisor Services.

#### ***Other Compensation – Insurance Company***

Oak Harvest frequently will allocate some portion of a client's assets to insurance products in order to diversify holdings, reduce portfolio risk and/or create additional income streams. Some Firm associates are licensed insurance agents and appointed with various unaffiliated insurance carriers via our insurance agency Oak Harvest Insurance Services, LLC. Further information with regard to these other activities may be found in each associate's accompanying Form ADV Part 2B brochure supplement.

To the extent insurance products are offered to advisory clients of Oak Harvest Investment Services, Oak Harvest Insurance Services will be paid a commission by the insurance company who issues the policy, typically between 1.5% and 8% of the premium deposited for the recommended product. Longer surrender charge periods will likely result in higher commissions. Oak Harvest representatives are paid a share of this commission as compensation. Oak Harvest Insurance Services, LLC will also receive compensation from an Insurance Marketing Organization (IMO), which is in addition to the commission paid by the insurance carrier and is intended to offset operating and marketing costs. The compensation structure is designed to incentivize selling one product over another. Oak Harvest insurance representatives receive benefits from an IMO such as operation and marketing support, and invitations to conferences.

These activities create a conflict of interest as there is an incentive to recommend insurance products based on the compensation received from the insurance company or IMO, rather than on the client's needs. Additionally, the offer and sale of insurance products by representatives of Oak Harvest Investment Services are not made in the representatives' capacity as a fiduciary, and are limited to insurance providers that have agreements to sell with Oak Harvest Insurance Services.

Oak Harvest Investment Services addresses this conflict of interest by requiring all of its representatives who are insurance agents to recommend insurance that are suitable for the client and disclose the commissions to the client. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Oak Harvest representatives may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended by Oak Harvest Insurance Services, LLC through other, non-affiliated insurance agencies.

### **Item 15 - Custody**

Oak Harvest does not have physical custody of any client funds and/or securities and does not take physical custody of client accounts at any time. Client funds and securities will be held with a bank, broker dealer, or other independent qualified custodian.

#### **Deduction of Advisory Fees**

Oak Harvest is deemed to have limited custody of client funds and securities whenever Oak Harvest is given the authority to have fees deducted directly from client accounts. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody. Account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Oak Harvest. When the client has questions about their account statements, the client should contact Oak Harvest or the qualified custodian preparing the statement.

#### **Standing Letters of Authorization to 3<sup>rd</sup> Parties**

Our authority to direct client requests, utilizing standing instructions, for wire transfer of funds for first-party money movement and third-party money movement (checks and/or journals, ACH, Fed-wires). The SEC issued a no-action letter ("Letter") with respect to the Rule 206(4)-2 ("Custody Rule") under the Investment Advisors Act of 1940 ("Advisors Act"). The letter provided guidance on the Custody Rule as well as clarified that an Advisor who has the power to disburse client funds to a third party under a standing letter of instruction ("SLOA") is deemed to have custody. As such, our Firm has adopted the following safeguards in

conjunction with our custodians. The Firm has elected to meet the SEC's seven conditions to avoid the surprise custody exam, as outlined below:

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

#### **Item 16 - Investment Discretion**

Oak Harvest offers discretionary and non-discretionary investment advisory services to clients. Before Oak Harvest will buy or sell securities on your behalf, the client must first sign an engagement agreement and/or trading authorization forms. By choosing to do so, the client grants the Firm discretion over the selection and number of investments to be purchased or sold for the client's account(s) without obtaining your consent or approval prior to each transaction. Clients may impose limitations on discretionary authority for investing in certain investments or types of investments (such as a product type, specific companies, etc.), as well as other limitations as expressed by the client by notifying Oak Harvest in writing. Limitations on discretionary authority are required to be provided to the IAR in writing. Please refer to Item 4 of this Brochure for more information on our discretionary management services.

Clients with discretionary accounts will execute a limited power of attorney to evidence discretionary authority. Clients may, but typically do not, impose restrictions for investing in certain securities or types of securities in accordance with their values or beliefs.

#### **Item 17 - Voting Client Securities**

As a matter of Oak Harvest policy, Oak Harvest does not vote proxies on behalf of clients. Therefore, it is the client's responsibility to vote for all proxies for securities held in your Account. The client will receive proxies directly from the qualified custodian or transfer agent; we will not provide the client with the proxies. Although we do not vote client proxies, if the client does have a question about a particular proxy feel free to contact the custodian directly.

**Item 18 - Financial Information**

As an advisory firm that maintains discretionary authority for client accounts, we are required to provide the client with certain financial information or disclosures about financial conditions which would impede our ability to provide the advisory services described herein. Oak Harvest has no such financial circumstances to report. Under no circumstances do we require or solicit payment of fees in excess of \$1,200 per client more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement. Oak Harvest has not been the subject of a bankruptcy petition at any time during the past ten (10) years.