



Octavia Wealth Advisors, LLC

# Form ADV Part 2A Disclosure Brochure

Effective: February 15, 2023

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This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Octavia Wealth Advisors, LLC (“Octavia” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (513) 762-7701.

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

Additional information about Octavia and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 306909.

9999 Carver Road, Suite 130  
Blue Ash, OH 45242

T: 513.762.7701  
F: 513.762.7741

[octaviawa.com](http://octaviawa.com)

## ITEM 2 – MATERIAL CHANGES

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Form ADV 2 is divided into two parts: *Part 2A (the “Disclosure Brochure”)* and *Part 2B (the “Brochure Supplement”)*. The Disclosure Brochure provides information about a variety of topics relating to the Advisor’s business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Octavia.

Octavia believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Octavia encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### **Material Changes**

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

### **Future Changes**

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

At any time, you may view the current Disclosure Brochure on-line at the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 306909. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (513) 762-7701.

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## ITEM 4 – ADVISORY SERVICES

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### A. Firm Information

Octavia Wealth Advisors, LLC (“Octavia” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a Limited Liability Company (LLC) under the laws of Delaware. Octavia was founded in January 2020 and is a wholly owned subsidiary of Octavia Financial Holdings, LLC. Octavia is operated by Maxim Meyers (Chief Executive Officer and Chief Compliance Officer), Luis Strohmeier, Donald Hughett, Marc Wagner (Chief Financial Officer), Mark Bodnar (Chief Investment Officer), Michael Ingram, Justin Setzekorn, and Andrew Seni. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Octavia.

### B. Advisory Services Offered

Octavia offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, institutions and retirement plans (each referred to as a “Client”).

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

#### Investment Management Services

Octavia provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Octavia works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to determine a portfolio strategy. For Clients with more than \$1,000,000 in assets under management, financial planning services will be included in the scope of investment management services.

**Internal Investment Management**—Octavia will place Client assets into proprietary models which consist primarily of low-cost, diversified exchange-traded funds (“ETFs”), mutual funds, and individual stocks and bonds to achieve the Client’s investment goals. The Advisor may also utilize alternative investments, structured products, real estate investment trusts, oil and gas interests to meet the needs of its Clients, or retain certain legacy investments based on portfolio fit and/or tax considerations.

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

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

At no time will Octavia accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 - Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 - Brokerage Practices.

**Retirement Accounts**—When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

**Use of Independent Managers**—When deemed to be in the Client's best interest, Octavia will recommend that Clients utilize one or more unaffiliated investment managers (herein “Independent Managers”) for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In such instances, the Client may be required to authorize and enter into an investment management agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients' investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

**Use of Sub-Advisors**—Octavia may periodically recommend and refer clients to unaffiliated money managers or investment advisors (herein a “Sub-Advisor”) at Octavia's discretion or the Client's request. Octavia will remain your primary Advisor and oversee the Client's investment allocation[s]

and overall investment performance. While the Sub-Advisor will assume day-to-day investment management of the assets, Octavia will be responsible establishing the Client's investment objectives and recommending a Sub-Advisor's investment strategy to meet those objectives. The Client will be provided with the Sub-Advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures).

**Trust Fiduciary Services**—Octavia may offer certain Clients access to custody and trust administrative services to certain Clients through National Advisors Holdings, Inc. and its various subsidiaries (“NAH”). Clients will enter into a separate agreement with NAH. Octavia will serve as the investment manager to any accounts established with NAH and earn an investment management fee as noted above. Octavia does not serve as a trustee for any account relationships.

### **Financial Planning Services**

Octavia will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client's financial situation.

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

Octavia may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations poses a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. Additionally, if the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

### **Retirement Plan Advisory Services**

Octavia provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor's retirement plan advisory services are designed

to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services available include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Discretionary Investment Management (ERISA 3(38))
- Investment Oversight (ERISA 3(21))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services
- Provider Search

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

### C. Client Account Management

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

- **Establishing an Investment Strategy**—Octavia, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- **Asset Allocation**—Octavia will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- **Portfolio Construction**—Octavia will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- **Investment Management and Supervision**—Octavia will provide investment management and ongoing oversight of the Client’s investment portfolio.

### D. Wrap Fee Programs

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

### E. Assets Under Management

As of December 31, 2022, Octavia manages \$1,067,345,675 in Client assets, \$857,882,325 of which is on a discretionary basis and \$209,463,350 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## ITEM 5 – FEES AND COMPENSATION

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

### A. Fees for Advisory Services

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range up to 2.00% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

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

Clients may make additions to and withdrawals from their account[s] at any time. However, reconciliations are performed on a monthly basis to capture if, in any given day, assets in excess of \$25,000 are deposited into or withdrawn from an account after the start of the quarterly billing period. An adjustment will be made in the form of a credit or debit the following billing period to reflect the interim change in portfolio value from the date of the deposit/withdrawal until the end of the quarter.

***Use of Independent Managers***—As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers will not typically offer any fee discounts, but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee will not exceed 2.25% annually.

***Use of Sub-Advisors***—As noted in Item 4, the Advisor may periodically recommend and refer Clients to a Sub- Advisor. For Client's accounts that are managed by a Sub-Advisor, the Client's fee will be deducted from the Client's account[s] by the Sub-Advisor consistent with the fee schedule above. A portion of the investment advisory fee will be provided to Octavia.



## **Financial Planning Services**

Octavia offers financial planning services either on an hourly basis or for a fixed fee. Hourly fees range up to \$350. Fixed fees range up to \$25,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and total costs will be provided to the Client prior to engaging for these services.

## **Retirement Plan Advisory Services**

Fees for retirement plan advisory services are charged either an annual asset-based fee of up to 1.50% based on the market value of assets under management at the end of the calendar quarter or an annual fixed fee. Retirement plan advisory fees are billed quarterly either in advance of, or at the end of each quarter. Fees may be negotiable depending on the size and complexity of the Plan.

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

## **B. Fee Billing**

### **Investment Management Services**

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by the number of days in the year and multiplied by the number of days in the quarter) to the total assets under management with Octavia at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Octavia to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

With respect to unaffiliated non-custodial partnership/private fund investments, which are not held at the Custodian, the Client shall be required to complete applicable private placement and/or account opening documents to establish these investments. The Advisor will debit its fee for providing investment advisory services with respect to these relationships directly from an account designated by the Client held at the Custodian. For certain non-custodial partnership/private fund investments, the Advisor may not receive quarter- end investment valuations prior to its fee billing calculation. In such instances, the Advisor will use the most recent month-end or quarter-end valuation available for the calculation of investment advisory fees. The Advisor will recalculate its fee upon receipt of final valuations. Adjustments are reflected in the fee calculations for the next quarterly period.

***Use of Independent Managers***—For Client accounts implemented through an Independent Manager, the Client's overall fees may include Octavia's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager[s], as applicable. In certain instances, the Independent Manager or the Advisor may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s].

***Use of Sub-Advisors***—For Client accounts implemented through a Sub-Advisor, the Client's investment advisory fee will be deducted by the Sub-Advisor will assume responsibility for calculating the Client's fees and deduct the investment advisory fee from the Client's account[s].

### **Financial Planning Services**

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

### **Retirement Plan Advisory Services**

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

## **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Octavia, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities execution and custody fees charged by the Custodian, if applicable. The Advisor's Custodian does not charge a securities transaction fee for ETF and equity trades in Client accounts, but does charge for mutual funds and other types of investments. The fees charged by Octavia are separate and distinct from these custody and execution fees.

In addition, all fees paid to Octavia for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. Additionally, Clients are responsible for the costs of structured products which range up to 1.25% per issuer which are outlined in the final prospectus of each structured product. A Client may be able to invest in these products directly, without the services of Octavia, but would not receive the services provided by Octavia which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Octavia to fully understand the total fees to be paid. Finally, the Client will be responsible for fixed fees associated with the use of third-party investment platforms. Please refer to Item 12 – Brokerage Practices for additional information.

## D. Advance Payment of Fees and Termination

### Investment Management Services

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

**Use of Independent Managers**—In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best or a Client should wish to terminate their relationship with the Independent Manager, the terms for termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Octavia will assist the Client with the termination and transition as appropriate.

**Use of Sub-Advisors**—In the event that the Advisor has determined that a Sub-Advisor is no longer in the Client's best interest, the Advisor will have the discretion to terminate the relationship with the Sub-Advisor and place the Client's assets elsewhere. The terms for termination are set forth in the respective agreements between the Advisor and the Sub-Advisor.

### Financial Planning Services

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

### Retirement Plan Advisory Services

Octavia may be compensated in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client.

After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

## **E. Compensation for Sales of Securities**

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

### **Broker-Dealer Affiliations**

Certain Advisory Persons are also registered representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD No. 6627), member FINRA, SIPC. In one's separate capacity as a registered representative of PKS, an Advisory Person implements securities transactions under PKS and not through Octavia. In such instances, Advisory Persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to Octavia's advisory fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 - Other Financial Industry Activities and Affiliations.

### **Octavia Risk Management Services, LLC**

Certain Advisory Persons are licensed insurance professionals of Octavia Risk Management Services, LLC ("Octavia Risk Management"), an insurance agency under common control with the Advisor. As an insurance professional, Advisory Persons and Octavia Risk Management earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Advisory Persons are separate and in addition to Octavia's advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation to purchase insurance products through Octavia Risk Management or any Advisory Person affiliated with the Advisor. Please see Item 10 - Other Financial Industry Activities and Affiliations.

## ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

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

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

## ITEM 7 – TYPES OF CLIENTS

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

## ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

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### A. Methods of Analysis

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

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

*Technical analysis* involves the analysis of past market and company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Octavia will be able to accurately predict such a reoccurrence.

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

## **B. Risk of Loss**

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

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

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

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

### **Market Risks**

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

## **ETF Risks**

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

## **Mutual Fund Risks**

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

## **Alternative Investments and Limited Partnerships**

The performance of alternative investments and limited partnerships can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

## **Structured Products**

Structured notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The terms and risks of each structured note vary materially depending on the nature and volatility of the referenced asset, the credit-worthiness of the issuer, and the maturity of the instrument, among other factors. The general risks associated with this type of investment include, but are not limited to, non-payment risk (payment of interest and return of principal may be reduced, in whole or in part, due to underperformance of the referenced asset); counter-party risk (for reasons such as bankruptcy, the issuer of the structured note may fail to pay all or a portion of the principal and interest due on the structured note); underperformance risk (depending on market conditions, the structured note may underperform alternative allocations to traditional bonds, the referenced asset, or a combination of such investments). Structured notes are significantly riskier than conventional debt instruments. There is a risk of loss of some or all of the principal at maturity.

## **Real Estate Investment Trusts (“REITs”)**

Investing in Real Estate Investment Trusts (“REITs”) involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For Example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self- liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

## Oil and Gas Interests

Investing in oil and gas interests whether directly or as part of a fund/ETF involves distinct risks. The price of oil and gas interests may fluctuate to a greater degree than other securities and contain additional risks based on the supply and demand for oil and gas. Some of these additional risks include, the ability to obtain reliable oil and gas supply, oil and gas reserve estimates, the ability to locate markets for oil and gas, fluctuations in prices. The values of oil and gas interests are subject to market risk by a range of variables that could cause trends to differ materially.

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

## ITEM 9 - DISCIPLINARY INFORMATION

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**There are no legal, regulatory or disciplinary events involving Octavia or its management persons.**

Octavia values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 306909.

## ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

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### Merchant Wealth Management Holdings, LLC

Merchant Wealth Management Holdings, LLC ("Merchant Wealth"), a subsidiary of Merchant Investment Management Holdings, LLC ("Merchant Investment"), owns a minority, non-controlling interest in Octavia. Merchant Investment, through subsidiaries other than Merchant Wealth ("Merchant Subsidiaries"), has ownership interests in various companies ("Third Party[ies]") that provide investment and other consulting services to financial firms, including registered investment advisors (herein referred to as "Investment Solutions"). These Investment Solutions may include, but are not limited to, third party money managers, private investments, pooled investment vehicles, or other investment products for which a commission is earned. Octavia has access to leverage these Investment Solutions, and in such instances, shall enter into an agreement directly with the Third Party providing the Investment Solution.

Engaging with these Third Parties poses a conflict of interest due to the minority ownership interest that Merchant Subsidiaries has in the Third Parties providing these Investment Solutions. Merchant Subsidiaries will benefit from additional revenue that is generated if Octavia engages any of these Third Parties. Octavia is not controlled by Merchant Wealth, Merchant Investment or any Merchant Subsidiaries and is operated independently where Merchant Investment and all other related subsidiaries are not involved with the services offered by Octavia and maintains a separate office location. In addition, the Advisor



will provide additional disclosure information to each Client, which will include relevant details regarding material financial interests and compensation surrounding the implementation of these Investment Solutions. Finally, there is no requirement for the Advisor to recommend these Investment Solutions to Clients, nor are Clients obligated to invest in order to maintain a relationship with the Advisor.

### **Broker-Dealer Affiliations**

As noted in Item 5, certain Advisory Persons are also registered representatives of PKS. In one's separate capacity as a registered representative, Advisory Persons will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in one's separate capacity as a registered representative.

### **Octavia Risk Management Services, LLC**

As noted in Item 5, certain Advisory Persons are licensed insurance professionals through Octavia Risk Management, an insurance agency under common control with the Advisor. Implementations of insurance recommendations are separate and apart from one's role with Octavia. As an insurance professional, Advisory Persons receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor.

## **ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

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### **A. Code of Ethics**

Octavia has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Octavia ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Octavia and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Octavia's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (513) 762-7701.

### **B. Personal Trading with Material Interest**

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

### C. Personal Trading in Same Securities as Clients

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

### D. Personal Trading at Same Time as Client

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

## ITEM 12 – BROKERAGE PRACTICES

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### A. Recommendation of Custodian[s]

Octavia does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize Octavia to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Octavia does not have the discretionary authority to negotiate commissions on behalf of the Advisor’s Clients on a trade-by-trade basis. Under certain instances, the Client may grant the Advisor limited authority to place trades away from the Custodian. Please see Prime Brokerage Authorization below.

Where Octavia does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by Octavia.

However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Octavia may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian’s offices.

Octavia will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. (“Schwab”) or Pershing LLC (“Pershing”), each a FINRA-registered broker-dealer and member SIPC. Schwab or Pershing will serve as the Client’s “qualified custodian”. Octavia maintains an institutional relationship with Schwab and Pershing, whereby the Advisor receives economic benefits from Schwab and Pershing. Please see Item 14 – Client Referrals and Other Compensation below.

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

1. **Soft Dollars**—Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Octavia does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**
2. **Brokerage Referrals**—Octavia does not receive any compensation from any third party in connection with the recommendation for establishing an account.
3. **Directed Brokerage**—All Clients are serviced on a “directed brokerage basis”, where Octavia will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). Octavia will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.
4. **Prime Brokerage**—The Advisor may execute securities transactions either through the Custodian or through another unaffiliated broker-dealer in connection with a prime brokerage relationship established with the Custodian. Should a Client’s account[s] make use of prime brokerage, the Client is required to execute additional agreement[s] with the Custodian authorizing the Advisor to trade-away from and settle to the Client’s established account[s] at the Custodian. The Custodian may charge an additional trade- away fee for these transactions in addition to the normal securities transaction costs.

## B. Aggregating and Allocating Trades

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

## ITEM 13 – REVIEW OF ACCOUNTS

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### A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by the Advisor’s Investment Committee and Advisory Persons of Octavia. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### B. Causes for Reviews

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

### C. Review Reports

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

## ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

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### A. Compensation Received by Octavia

Octavia does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Octavia may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Octavia may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

**Schwab**—Octavia has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like Octavia.

As a registered investment advisor participating on the Schwab Advisor Services platform, Octavia receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits can influence the Advisor's recommendation of Schwab over a custodian that does not furnish similar software, systems support, or services.

- **Services that Benefit the Client**—Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.
- **Services that May Indirectly Benefit the Client**—Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.
- **Services that May Only Benefit the Advisor**—Schwab also offers other services and financial support to Octavia that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Additionally, Schwab has agreed to pay for certain services rendered by third parties for which the Advisor would otherwise have to pay. This amount is covered once the value of Client assets in accounts at Schwab reaches a certain size.

Clients do not pay more for assets maintained at Schwab as a result of these arrangements. However, the Advisor does benefit from the arrangement because the cost of these services would otherwise be borne directly by the Advisor. Access to these services and financial support creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Octavia believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients. Clients should consider these conflicts of interest when selecting a custodian.

**Pershing**—Octavia has established an institutional relationship with Pershing, to assist the Advisor in managing Client account[s]. Access to the Pershing's platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment advisory services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first.

Additionally, Pershing has agreed to provide financial support for marketing and technology for which the Advisor would otherwise have to pay. This amount is covered once the value of Client assets in accounts at Pershing reaches a certain size. Clients do not pay more for assets maintained at Pershing as a result of these arrangements. However, the Advisor does benefit from the arrangement because the cost of these services would otherwise be borne directly by the Advisor. Access to these services and financial support creates a financial incentive for the Advisor to recommend Pershing, which results in a conflict of interest. Octavia believes, however, that the selection of Pershing as Custodian is in the best interests of its Clients. Clients should consider these conflicts of interest when selecting a custodian.

## **B. Compensation for Client Referrals**

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein “Promoter”) and receive, directly or indirectly, compensation for Client referrals. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor, and shall not result in any additional charge to the Client.

## **ITEM 15 - CUSTODY**

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

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

## **ITEM 16 - INVESTMENT DISCRETION**

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

## ITEM 17 – VOTING CLIENT SECURITIES

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Octavia’s general practice is to not vote client proxies. However, Clients may elect to have Octavia accept proxy- voting responsibility. In such instances Clients may opt-out from this general practice on a security specific basis or in its entirety by providing written notice to Octavia. When Octavia accepts proxy-voting responsibility, Octavia will vote each proxy in accordance with its fiduciary duty to its advisory clients.

Octavia has engaged Broadridge Investor Communication Solutions, Inc (“Broadridge”), a third-party, independent proxy advisory firm to vote proxies in order to mitigate risks involved with any conflicts of interest that might otherwise arise in the voting of client proxies. Although Octavia expects to vote proxies according to Broadridge’s recommendations, certain issues may need to be considered on a case-by-case basis due to the diverse and continually evolving nature of corporate governance issues. If such cases should arise, then Octavia will devote appropriate time and resources to consider those issues.

Where Octavia is responsible for voting proxies on behalf of a Client, the Client cannot direct the vote on a particular solicitation. The Client can decline to assign proxy voting authority to Octavia during the account opening process. Proxies will then be sent to the address of record by default. In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that Octavia maintains with persons having an interest in the outcome of certain votes, Octavia will take appropriate steps, whether by following Broadridge’s recommendation or otherwise, to ensure that proxy voting decisions are made in what it believes is in the best interest of its Clients and are not the product of any such conflict.

## ITEM 18 – FINANCIAL INFORMATION

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

## PRIVACY POLICY

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Effective: February 15, 2023

### Our Commitment to You

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

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

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

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

### Why you need to know?

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

### What information do we collect from you?

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

### What information do we collect from other sources?

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



## How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information. We require third parties that assist in providing our services to you to protect the personal information they receive from us.

## How do we share your information?

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

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

## State-specific Regulations

State	Regulation
<b>California</b>	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
<b>Massachusetts</b>	In response to Massachusetts law, the Client must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client’s execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.

## Changes to our Privacy Policy

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

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

## Any questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (513) 762-7701.