

Item 1 – Cover Page

Form ADV2A BROCHURE



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This Brochure provides information about the qualifications and business practices of Indivisible Partners, LLC. If you have any questions about the contents of this Brochure, please contact us using the information listed above. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Indivisible Partners, LLC (CRD# 332431) is a registered investment advisor with the SEC. Registration of an investment advisor does not imply any certain level of skill or training.

Additional information about Indivisible Partners LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Summary of Material Changes

This Firm Brochure is Indivisible Partners, LLC's ("Indivisible") disclosure document prepared according to regulatory requirements and rules. This section summarizes changes since Indivisible's last annual updating amendment. However, because this is the initial filing of this brochure, there are no material changes to report.

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Item 4 – Advisory Business

Indivisible Partners, LLC (“Indivisible”), was formed on July 2, 2024, and is based in Clearwater, Florida. Indivisible is a wholly owned subsidiary of Forabya, LLC, which is privately owned.

Indivisible is registered as an investment adviser with the Securities and Exchange Commission (“SEC”). Our principal business is providing a full line of investment advisory services. We do not offer or sell proprietary products.

As of October 1, 2024, Indivisible had regulatory assets under management of \$0. Of that amount, \$0 was managed on a non-discretionary basis and \$0 was managed on a discretionary basis.

Our investment advisory services (“Advisory Services”) are made available to clients through individuals associated with Indivisible as investment advisory representatives (“Financial Advisors”). Financial Advisors are independent contractors and organize their own business entities (“Financial Advisor Business Entities”) to provide certain support services to the Financial Advisor and their associated Financial Advisor Team (“Teams”) as they provide services for clients, including services other than Advisory Services. All Advisory Services are provided through Indivisible.

Individual Financial Advisors and their Teams are affiliated with an unaffiliated (“DBA”). The name and logo of the Financial Advisor Business Entities and/or DBAs may appear on marketing materials, as approved through Indivisible. You work with your designated Financial Advisor to determine what advisory program is appropriate for your given financial goals and circumstances. Indivisible renders discretionary and non-discretionary Advisory Services.

Advisory Services consist of programs Indivisible sponsors, as well as advisory programs available through unaffiliated third-party investment managers (“TPIM”). Our Advisory Services are designed to accommodate a wide range of investment philosophies and objectives. This allows Financial Advisors to recommend investments they believe are best suited to meet your individual needs and circumstances. We do not hold ourselves out as specializing in a particular type of investment offering. However, some Financial Advisors may focus on certain types of investments or investment programs over others.

You have access to a wide range of securities products, including common and preferred stocks; municipal, corporate, and government fixed income securities; limited partnerships; mutual funds; exchange-traded funds (“ETFs”); options; unit investment trusts (“UITs”); direct investment programs; and variable annuity products, as well as a wide range of other products and services including asset allocation services. Financial Advisors offer advice on these and other types of investments based on your individual circumstances.

Investment Restrictions

You may, with written notice, request reasonable restrictions on the management of your accounts, such as prohibiting investing in certain securities or types of securities. You must promptly notify

Indivisible, in writing, of any changes in such restrictions. In addition, a review of your restrictions should be conducted with your Financial Advisor. You should note, however, that restrictions, if accepted by Indivisible, may adversely affect the composition and performance of your investment portfolio.

Unless you instruct otherwise, interest, dividends and other distributions will be reinvested in your account.

Discretionary Advice v. Non-Discretionary Advice

Depending on the service selected, Indivisible provides its services and advice on either a discretionary or non-discretionary basis. When a discretionary service is selected, it allows Indivisible to buy and sell investments in your advisory account without contacting you in advance. All services that utilize a TPIM are discretionary.

When Indivisible provides non-discretionary advice or services, you decide whether to implement the recommendations and, if approved by you, Indivisible implements the recommendation. This may result in a delay in executing recommended trades, which could adversely affect the performance of your account. This delay also normally means the affected account(s) will not be able to participate in block trades, a practice designed to enhance the execution quality, timing and/or cost for all accounts included in the block. In a non-discretionary arrangement, the client retains the responsibility for the final decision on all actions taken with respect to the client's account.

In limited cases, you may enter into a non-discretionary investment management agreement with your Financial Advisor. Your Financial Advisor's compensation for non-discretionary investment management services is an asset-based fee that is equal to or less than fees charged for discretionary investment management services. Non-discretionary fees are negotiable.

Retirement Account Rollover Considerations

Your portfolio may include retirement account(s). When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title 1 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and/or the Internal Revenue Code (the "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 conflict 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.

When providing recommendations to retirement plan accounts involving rollover considerations, there are generally four options regarding an existing retirement plan account. An employee may use a combination of those options, such as; (i) leave the funds in the former employer's plan, if permitted, (ii) roll over the funds to a 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 individual's age, result in adverse tax consequences). If your Financial Advisor recommends that you rollover your retirement plan assets into an account to be managed by Indivisible, such recommendation creates a conflict of interest insofar as we will earn an advisory fee on the rolled over assets. You are under no obligation to roll over retirement plan assets to an account managed by us.

Description of Advisory Services Offered

We offer the following advisory programs and services:

- Portfolio Management for Individuals and Businesses
- Selection of Other Advisors
- Financial Planning Services
- Pension and Profit-Sharing Plans ("ERISA Plan Services")

This disclosure brochure ("Form ADV Part 2A") describes the Advisory Services offered by Indivisible. The details of your specific Advisory Services will be disclosed by your Financial Advisor in your Advisory Agreement.

Portfolio Management for Individuals and Businesses

For the portfolio management services, Indivisible's Financial Advisors provide continuous and regular supervisory or management services based on your individual goals, objectives, and circumstances utilizing a strategy recommended to you. Financial Advisors obtain a financial profile from you to aid in the construction of your portfolio that matches your specific situation and needs. Your Financial Advisor is available to you on an ongoing basis to discuss your financial circumstances, your recommended portfolio and securities, or your processing instructions concerning your advisory assets. While your Financial Advisor will consider your income and tax situation in making recommendations, neither Indivisible nor your Financial Advisor provides tax advice to you. You should refer to your other professionals for legal or tax advice. You are advised to notify Indivisible or your Financial Advisor if there are changes in your financial situation, investment objectives, or if you wish to impose any reasonable restrictions on our Advisory Services. You can engage Indivisible to manage all or a portion of your assets. As applicable, you are required to enter additional written agreements with your account Custodian, third-party

investment managers, platform managers, or other parties that are not affiliated with Invisible in the servicing of your assets.

Selection of Other Advisors

Indivisible may recommend that you utilize the services of a third-party manager or strategist (a "TPIM") to manage a portion, or all of your portfolio. All TPIMs utilized by Indivisible are unaffiliated SEC-registered investment advisers. All duties of the TPIM will be outlined in the agreement between the you and the TPIM.

Model Portfolios

Indivisible participates in the model marketplace provided by Advyzon Investment Management LLC ("AIM"), an unaffiliated SEC-registered investment adviser. Through AIM, Indivisible has access to model portfolios that are generated by AIM or by third-party strategists to assist your Financial Advisor in managing or advising your Accounts in this service offering. Your Financial Advisor is responsible for determining the suitability of all AIM model portfolios assigned to your Accounts. Once your Financial Advisor selects the strategist and model portfolio for your account, AIM will provide ongoing supervision of your account and will have discretion to make transactions, within the parameters your Financial Advisor establishes for your account, including the frequency of rebalancing and allowable drift from model portfolio targets.

Please note that in providing ongoing supervision of your account, AIM will obtain access to your confidential information from us and/or from the custodian of your brokerage account. As stated in Indivisible's Privacy Policy, we are authorized to share your personal information with third parties as necessary to service your account. Our agreement with AIM includes provisions requiring AIM to hold your information in strict confidence, and to maintain reasonable technological protections, precautions, and safeguards for your information.

Outsourced Trading Services

In providing our discretionary management services, we may engage the services of AIM as an outsourced agent to provide certain operational, administrative, and trading functions. We provide AIM with asset allocation model portfolios and designate the appropriate model portfolio for each client account. We will also define the parameters for the supervision of your account, such as the frequency of rebalancing and allowable drift from asset allocation targets. Once we choose the model portfolio for your account and define parameters, AIM will provide ongoing supervision of your account according to the model portfolio and our defined parameters.

Please note that if we engage AIM to provide to provide certain trading functions, AIM will obtain access to your confidential information from us and/or from the custodian of your brokerage account. As stated in our Privacy Policy, we are authorized to share your personal information with third parties as necessary to service your account. Our agreement with AIM includes provisions requiring AIM to hold your information in strict confidence, and to maintain reasonable technological protections, precautions, and safeguards for your information.

Outsourced Billing Services

In providing our discretionary management services, we may engage the services of AIM as an outsourced agent to provide certain operational, administrative, and trading functions. We provide AIM with information regarding our fee schedules and billing arrangements. AIM will calculate your fees based on the parameters we provide, collect the fees, and disburse them to us. Your fees will be reflected on your custodial account statement. If you have any questions or concerns about your advisory fees, please contact us.

Please note that when we engage AIM to provide billing services, AIM will obtain access to your confidential information from us and/or from the custodian of your brokerage account. As stated in our Privacy Policy, we are authorized to share your personal information with third parties as necessary to service your account. Our agreement with AIM includes provisions requiring AIM to hold your information in strict confidence, and to maintain reasonable technological protections, precautions, and safeguards for your information.

Financial Planning

Indivisible offers financial planning services. Financial planning includes a mutually defined review, analysis, and evaluation of your personal financial needs and goals. In general, our financial planning may encompass one or more of the following areas:

Taxes and Cash Flow Planning	Investment Planning
Survivor and Beneficiary Planning	Real Estate Planning
Estate Planning	Insurance Planning
Retirement Planning	

Your Financial Advisor will gather information through in-depth discussions and related meetings. The information gathered includes your current financial situation, planning activities, future goals, and objectives. Information received from you or from other professionals is assumed by your Financial Advisor as complete and accurate.

You may desire to retain Indivisible or your Financial Advisor for financial or asset management consulting not associated with your managed investment accounts or financial plan, such service as defined between you and your Financial Advisor will be subject to a separate hourly fee. See Item 5 below.

A conflict of interest exists if the advice provided includes recommendations that you engage Indivisible or its Financial Advisors to provide other services. Financial planning and consulting recommendations are implemented at your discretion. You are under no obligation to implement recommendations. We encourage you to work closely with your attorney, accountant, private banker, insurance agent, and other professionals to assist you. Indivisible will not have portfolio management obligation unless you enter into a separate portfolio management agreement.

All investments have risk and there is no guarantee that utilizing the asset management or financial planning services of Indivisible, or your Financial Advisor will produce favorable results.

ERISA Plan Services

Indivisible offers advisory services to qualified and non-qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. Indivisible may act as a 3(21) or 3(38) advisor. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title 1 of the Employment Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts.

Wrap Fee Programs

Indivisible does not currently manage or participate in any wrap fee programs.

Item 5 – Fees and Compensation

Portfolio Management Fees

Fees for advisory services are generally calculated as a percentage of the total market value of the managed assets. The total fee is comprised of two components: (a) the Advisory Fee, and (b) any fees associated with the use of a TPIM.

Fees are billed monthly in arrears. The total fee is calculated at the beginning of each month based on the market value of your account assets, including money market funds, interest, and reinvested dividends in the account, on the last business day of the prior month. The custodian determines fair market value for fee calculation purposes. For direct investments, we use the most recent valuation the investment manager provides, which may not represent the liquidation value of the investment. Assets in your account(s) are included in the fee assessment unless specifically identified in writing for exclusion.

You authorize fees to be deducted from your account, or from any other account in the custodian's custody as directed by you. The first payment is prorated based on the number of calendar days in the partial month. The fees deducted, including the dates and amounts, are reflected on the monthly statements sent by the custodian. You should review those statements, and the fees deducted. Any questions on the fees deducted from your account should be directed to your Financial Advisor, or you may contact us at the number on the cover page of this Brochure.

Fees are negotiated on an individual basis at the time of engagement for such services. Factors considered in determining the fees charged generally include, without limitation, complexity of the portfolio, amount of assets to be placed under management, related accounts, or other special requirements. This practice creates a conflict of interest because some clients will pay more than other clients for Advisory Services

Since Indivisible started providing Advisory Services, other Financial Advisors and Teams have joined the firm who may have clients under legacy advisory fee schedules in effect at the time of the client's engagement. As new advisory fee schedules are implemented, they are made applicable to only new clients and fees to existing clients are not affected. Therefore, some existing clients pay different advisory fees than may be shown below. Your specific fee schedule will be identified in your Advisory Agreement with Indivisible. Your advisory fee will not exceed the maximum advisory fee.

The maximum Advisory Fee for Indivisible is 1.50%

Assets in each of your account(s) are included in the fee assessment unless specifically identified in writing for exclusion. The advisory fee also includes certain administrative fees and transaction fees. It does not include TPIM fees or costs associated with utilizing a TPIM.

Financial Planning Fees

Fees are negotiable and vary by client depending on the scope of the engagement, complexity of services requested, the nature of your personal and financial situation, and any other factors that may affect the performance or delivery of the desired service. There is no minimum fee. Your fee is stated in the Financial Planning Agreement. Our financial planning service fee typically ranges from \$0 to \$10,000. We will invoice you for services and your payments will be made to Indivisible Partners, LLC. Refunds for this service are not provided. You have a five-day right of rescission including a full refund when entering into a financial planning relationship.

Financial Planning Service fees are typically not offset against any investment management fee payable to Indivisible. You are under no obligation to utilize Indivisible or your Financial Advisor for implementation of financial planning recommendations.

General Information Concerning Fees

Fees vary between Financial Advisors and Advisory Services.

Indivisible may but is not obligated to group certain related client accounts, often known as "householding," for the purposes of achieving efficiencies in reporting and monitoring overall investment objectives. Householding of accounts, which combine the assets of related accounts, may also be a factor your Financial Advisor considers in negotiating fees. A "household" is generally defined as a group of accounts having the same address of record or same Social Security number. If you have more than one advisory account at Indivisible, your accounts may be aggregated to a household for purposes of helping your Financial Advisor monitor your overall portfolio objectives. This practice creates a conflict of interest because some clients will pay more than other clients for Advisory Services.

For all services, you may terminate your engagement with Indivisible within five (5) business days of signing an Agreement with no obligation and without penalty. After the initial (5) business days, the Agreement may be terminated by Indivisible with thirty (30) days written notice to you and by you at any time with written notice to Indivisible. For accounts opened or closed mid-billing period, fees will be prorated based on the number of days services are provided during the given period.

You will be provided with notice, in writing, of any changes in fees in accordance with the terms set forth in the Agreement.

Other Fees and Expenses

You can elect to receive communications and documents from the custodian including confirmations and statements, electronically by authorizing electronic delivery where indicated in your Account Agreement or by completing an Electronic Communications Consent Form. Unless you authorize electronic delivery, The custodian will deliver communications and documents to you via U.S. mail and The custodian may assess a paper surcharge for such paper delivery.

There are other fees and charges that are imposed by parties other than Indivisible (third parties) that apply to your investments. If your assets are invested in mutual funds or other pooled investment products or private investments, you should be aware that there will be two layers of advisory fees and expenses for those assets. You will pay a management fee to the manager and other expenses as an investor or shareholder of a fund. In the case of mutual funds that are fund of funds, there could be an additional layer of fees, including performance fees that may vary depending on the performance of the fund. Most of the mutual funds available to you may be purchased directly. Therefore, you could generally avoid the second layer of fees by not using the services of your custodian broker-dealer and Indivisible's Advisory Services and by making your own decisions regarding the investment.

You will also incur charges imposed by your custodian for securities brokerage commissions, transaction fees, custodial fees, margin costs, deferred sales charges, odd-lot differentials, transfer taxes, and other fees and taxes on brokerage accounts and securities transactions.

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

This item is not applicable. Indivisible does not charge fees based on a share of capital gains or the capital appreciation of the assets held in your accounts.

Item 7 – Types of Clients

Indivisible and our Financial Advisors provide advisory services to the following types of clients.

Individuals and Personal Trusts

Charitable Organizations

High Net Worth Individuals

Corporations and Other Businesses

Pension and Profit-Sharing Plans

In general, Indivisible does not require a minimum account size; however, some Financial Advisors, TPIMs, or programs may impose a minimum account size. Exceptions to minimum account size requirements may be negotiated.

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

Methods of Analysis

Your Financial Advisor uses a wide variety of analysis methods, which can include charting, fundamental analysis, technical analysis, and cyclical analysis to determine investment strategies for you. The primary source of information used to conduct these types of analysis are financial publications, research prepared by others, ratings services, press releases, annual reports, prospectuses, and other filings with the SEC.

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 consider new patterns that emerge over time.

Charting analysis strategy involves using and comparing various charts to predict long and short-term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would assume that past performance will be indicative of future performance. This may not be the case.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are twofold: 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.

Quantitative analysis deals with measurable factors as distinguished from qualitative considerations such as the character of management or the state of employee morale, such as the value of assets, the cost of capital, and historical projections of sales.

Modern portfolio theory is an investment theory that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by choosing the proportions of various assets.

Investment Strategies

Your Financial Advisor will incorporate your needs and investment objectives as well as time horizon and risk tolerance when developing and selecting investment strategies. Your Financial

Advisor is not bound by any specific method of analysis or investment strategies for the management of your portfolio, but rather, your Financial Advisor will consider your unique situation and all information gathered at the account inception, as well as changes to your financial situation over time. In other words, the implementation of your Financial Advisor's strategy is based upon you not other clients. Prior to investing, you should ensure that you understand and agree with the investment strategy used by the Financial Advisor.

Tax consequences are a critical component of any investment strategy. Therefore, depending on the strategy you choose to implement, it is possible that trading activity could result in taxable events and lower investment returns. Since investments have tax or legal consequences, you should consult with your tax professional and attorney to help answer questions about specific situations or needs.

Risk of Loss

Investing in any type of security involves risk of loss that you should be prepared to bear. Indivisible does not guarantee the performance of an account or any specific level of performance. Market values of the securities in the account will fluctuate with market conditions. When an account is liquidated, it could be worth more or less than the amount invested.

There is no guarantee that your investment goals or objectives will be achieved. All securities are subject to some level of risk which could cause the value of your securities to decrease in value, and in some cases, could result in a loss of your entire investment. The following are some types of risk that could affect the value of your portfolio:

General Investment and Trading Risks. You may invest in securities and other financial instruments using strategies and investment techniques with significant risk characteristics. The investment program utilizes such investment techniques as option transactions, margin transactions, short sales, leverage, and derivatives trading, the use of which can, in certain circumstances, maximize the adverse impact to which you may be subject.

Market Risks. Turbulence in the financial markets and reduced liquidity may negatively affect investing, which could have an adverse effect on a security. If a security experiences poor liquidity, investors may be unable to transact at advantageous times or prices, which may decrease the security's returns. In addition, there is a risk that policy changes by central governments and governmental agencies, including the Federal Reserve or the European Central Bank, which could include increasing interest rates, could cause increased volatility in financial markets, which could have a negative impact on businesses and stock share prices. Furthermore, local, regional, or global events such as war, acts of terrorism, the spread of infectious illness or other public health issues, recessions, or other events could have a significant impact on businesses and stock prices. For example, the rapid and global spread of COVID-19, resulted in extreme volatility in the financial markets and severe losses; reduced liquidity of many securities; restrictions on international and, in some cases, local travel; significant disruptions to business operations (including business

closures); strained healthcare systems; disruptions to supply chains, consumer demand and employee availability; and widespread uncertainty regarding the duration and long-term effects of this pandemic. Some sectors of the economy and individual issuers experienced particularly large losses. In addition, the COVID-19 pandemic resulted in increased volatility and/or decreased liquidity in the securities markets. Business value and in turn their stock prices could decline over short periods due to short-term market movements and over longer periods during market downturns.

Business Risk Whether because of management or unfortunate circumstances, some businesses will inevitably fail. This is especially true during economic recessions. For example, a company's stock can become worthless in the event of a bankruptcy, which would result in a loss of capital to the shareholders.

Interest-rate Risk Fluctuations in interest rates cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

Inflation Risk Inflation reduces the buying power of a dollar, and could cause uncertainty among individual investors, possibly resulting in corporations backing away from projects which could further reduce the value of corporate equities.

Currency or Exchange Rate Risk Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

Reinvestment Risk This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.

Regulatory Risk Legislative, regulatory, and/or judicial changes that impact businesses can drastically change entire industries.

Industry/Company Risk These risks are associated with a particular industry or a specific company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, which is a lengthy process before they can generate a profit. They carry a higher risk of fluctuations in profitability than an electric company, which generates its income from a steady stream of clients who buy electricity no matter what the economic environment is like.

Liquidity Risk Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

Management Risk Your Financial Advisor's investment approach may fail to produce the intended results. If your Financial Advisor's assumptions regarding the performance of a specific asset class

or fund are not realized in the expected time frame, the overall performance of your portfolio may suffer.

Cybersecurity Risk. Indivisible and its service providers may be subject to operational and information security risks resulting from cyberattacks. Cyberattacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial of service attacks on websites, the unauthorized release of confidential information or various other forms of cybersecurity breaches. Cybersecurity attacks affecting Indivisible and its service providers may adversely impact you. For instance, cyberattacks may interfere with the processing of transactions, cause the release of private information about you, impede trading, subject Indivisible to regulatory fines or financial losses, and cause reputational damage. Similar types of cybersecurity risks are also present for issuers of securities in which you may invest in, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions. Cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damages, and loss from damage or interruption of systems. Although Indivisible has established its systems to reduce the risk of these incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Indivisible does not directly control the cybersecurity measures and policies employed by third party service providers.

Options Trading. The risks involved with trading options are that they are very time sensitive investments. An options contract is generally a few months. The buyer of an option could lose an entire investment even with a correct prediction about the direction and magnitude of a particular price change if the price change does not occur in the relevant time period (i.e., before the option expires). Additionally, options are less tangible than some other investments. An option is a “book-entry” only investment without a paper certificate of ownership.

Trading on Margin. In a cash account, the risk is limited to the amount of money that has been invested. In a margin account, risk includes the amount of money invested plus the amount that has been loaned. As market conditions fluctuate, the value of marginable securities will also fluctuate, causing a change in the overall account balance and debt ratio. As a result, if the value of the securities held in a margin account depreciates, you will be required to deposit additional cash or make full payment of the margin loan to bring the account back up to maintenance levels. If you cannot comply with such a margin call, you may be sold out or bought in by the brokerage firm.

Exchange-Traded Funds. ETFs are a type of index fund bought and sold on a securities exchange. The risks of owning an ETF generally reflect the risks of owning the underlying securities they are designed to track, although lack of liquidity in an ETF could result in it being more volatile and ETFs have management fees that increase their costs. ETFs are also subject to other risks, including: (i) the risk that their prices may not correlate with changes in the underlying reference units; and (ii) the risk of possible trading halts due to market conditions or other reasons that, in the view of the exchange upon which an ETF trades, would make trading in the ETF inadvisable.

Mutual Fund Risks. An investment in mutual funds could lose money over short or even long periods. A mutual fund's share price and total return are expected to fluctuate within a wide range, like the fluctuations of the overall stock market.

Common Stocks and Equity-Related Securities. Prices of common stock react to the economic condition of the company that issued the security, industry and market conditions, and other factors which may fluctuate widely. Investments related to the value of stocks may rise and fall based on an issuer's actual and anticipated earnings, changes in management, the potential for takeovers and acquisitions, and other economic factors. Similarly, the value of other equity-related securities, including preferred stock, warrants, and options may also vary widely. Certain ETFs or mutual funds can also hold common stocks.

Small- and Mid-Cap Risks. Securities of small-cap issuers may present greater risks than those of large-cap issuers. For example, some small- and mid-cap issuers often have limited product lines, markets, or financial resources. They may be subject to high volatility in revenues, expenses, and earnings. Their securities may be thinly traded, may be followed by fewer investment research analysts, and may be subject to wider price swings and thus may create a greater chance of loss than when investing in securities of larger-cap issuers. The market prices of securities of small- and mid-cap issuers generally are more sensitive to changes in earnings expectations, to corporate developments, and to market rumors than are the market prices of large-cap issuers. Certain ETFs and mutual funds can also hold securities of small- and mid-cap issuers.

Futures, Commodities, and Derivative Investments. Certain ETFs and mutual funds hold commodities, commodities contracts, and/or derivative instruments, including futures, options and swap agreements. The prices of commodities contracts and derivative instruments, including futures and options, are highly volatile. Payments made pursuant to swap agreements may also be highly volatile. Price movements of commodities, futures and options contracts, and payments pursuant to swap agreements are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. The value of futures, options, and swap agreements also depends upon the price of the commodities underlying them. In addition, assets are subject to the risk of the failure of any of the exchanges on which its positions trade or of its clearinghouses or counterparties.

Highly Volatile Markets. The prices of financial instruments can be highly volatile. Price movements of forward and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. You are also subject to the risk of failure of any of the exchanges on which their positions trade or of its clearinghouses.

Non-U.S. Securities. Investments in securities of non-U.S. issuers pose a range of potential risks which could include expropriation, confiscatory taxation, imposition of withholding or other taxes

on dividends, interest, capital gains or other income, political or social instability, illiquidity, price volatility, and market manipulation. In addition, less information may be available regarding securities of non-U.S. issuers, and non-U.S. issuers may not be subject to accounting, auditing and financial reporting standards, and requirements comparable to or as uniform as those of U.S. issuers. Certain ETFs and mutual funds can also hold securities of non-U.S. issuers.

Emerging Markets. In addition to the risks associated with investments outside of the United States, investments in emerging markets (i.e., the developing countries) may involve additional risks. Emerging markets generally are not as efficient as those in developed countries. In some cases, a market for the security may not exist locally, and transactions will need to be made on a neighboring exchange. Volume and liquidity levels in emerging markets are lower than in developed countries. When seeking to sell emerging market securities, little or no market may exist for the securities. In addition, issuers based in emerging markets are not generally subject to uniform accounting and financial reporting standards, practices, and requirements comparable to those applicable to issuers based in developed countries, thereby potentially increasing the risk of fraud or other deceptive practices. Certain ETFs and mutual funds can also hold securities of emerging markets issuers.

Capitalization Risks. Investing in companies within the same market capitalization category carries the risk that the category may be out of favor due to current market conditions or investor sentiment.

Inverse and Leveraged Products. Indivisible may recommend and engage in trading with leveraged and inverse products. These products are aggressive in nature and carry unusual and significant risk. They are not appropriate for inexperienced investors. These products are intended to be used/traded daily. Most leveraged and inverse ETFs reset on a daily basis and have published prospectuses that state (1) they are designed to achieve their stated objective within one day, (2) clients can lose all of their investment potentially in one day, and (3) holding these securities for periods longer than one day could lead to losses even if the underlying index moves in the anticipated direction. Regulatory organizations, such as FINRA & SEC, have released alerts stating that inverse and leveraged ETFs that reset daily typically are not suitable for retail investors who plan to hold them longer than one day. Financial Advisors may hold these products in investment accounts for periods of time significantly greater than one day. Investors with holding periods longer than a day expose themselves to substantial risk as the holding period returns will deviate from the returns to a leveraged or inverse investment in the index. It is possible for an investor in a leveraged ETF to experience negative returns even when the underlying index has positive returns.

Alternative Investments. When appropriate for your objective, risk tolerance and qualifications, Indivisible recommends you participate in private issues, such as single purpose vehicles, funds of funds, private equity, and hedge funds. These are usually structured as limited partnerships with differing minimum investments, liquidity, fees and carries.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment with Indivisible. You should understand and be willing to accept these and other types of risks before choosing to invest in securities or receive investment advisory services.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding legal, disciplinary, or financial events that would be material to your evaluation of us or the integrity of our management. We have no reportable disciplinary history information applicable to this item.

Item 10 – Other Financial Industry Activities and Affiliations

The Executive Chairman of Indivisible serves on the board of Franklin Resources, Inc. ("Franklin"), and representatives from Franklin, Franklin Resources, Capital Group, and CAIS serve on Indivisible's investment committee. These companies, or their affiliates, offer investments that Financial Advisors can recommend to clients. These relationships can create a conflict of interest because they have an incentive to recommend related investments to Financial Advisors in order to benefit the respective companies.

To mitigate this conflict, Indivisible informs clients of this conflict, monitors the appropriateness of the recommendations through its regular supervision, and does not obligate its Financial Advisors to offer these investments. Furthermore, clients may direct their Financial Advisors to limit their recommendations or transactions in these investments.

Neither Indivisible nor its management persons are registered, or have an application pending to register, as a broker-dealer or broker-dealer representative.

Neither Indivisible nor its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

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

Code of Ethics

Indivisible has adopted a Code of Ethics that establishes the fundamental principles of conduct and professionalism expected by all personnel in discharging their duties. Our Code requires that we conduct all business dealings in an ethical fashion and encourages us to meet not only the technical requirements but also the spirit of our Code. We have a duty of care, loyalty, and honesty. We must act in your best interest. Our Code requires us to comply with all federal securities laws.

In addition, we are prohibited from defrauding, misleading, or manipulating you in providing our services. Further, we may not favor the interests of one client over another.

A copy of our Code of Ethics is available to you upon request.

Recommendations Involving Material Financial Interests

Indivisible does not recommend that the Client buy or sell any security in which a related person to Indivisible or Indivisible has a material financial interest.

Investment Personal Money in the Same Securities as Clients

From time to time, Financial Advisors may buy or sell securities for themselves that they also recommend to a client. This provides an opportunity for Financial Advisors to buy or sell the same securities before or after recommending the same securities to a client resulting in the Financial Advisor profiting off the recommendation they provide to the client. Such transactions create a conflict of interest. To mitigate the conflict, Indivisible will document any transactions that could be construed as conflicts of interest and will not engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

Trading Securities At/Around the Same Time as the Client's Securities

From time to time, Financial Advisors may buy or sell securities for themselves at or around the same time as the client. This provides an opportunity for Financial Advisors to buy or sell securities before or after recommending securities to the client resulting in the Financial Advisor profiting off the recommendations they provide to the client. Such transactions create a conflict of interest; however, Indivisible does not engage in trading that operates to the client's disadvantage if the Financial Advisors buy or sell at or around the same time as the client.

Item 12 – Brokerage Practices

Selecting Brokers

We recommend you establish brokerage accounts with the qualified custodian listed below. We are not affiliated with the custodian. Custodians generally do not charge separately for custody. They are compensated by you through commissions or other transaction-related fees from trades executed on their trading platform or settled in your account. We evaluate brokerage based on execution services, investment offering, and quality of service.

Fidelity

Indivisible has an arrangement with National Financial Services LLC, and Fidelity Brokerage Services LLC (together with all affiliates, "Fidelity") through which Fidelity provides Indivisible with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support

intermediaries like Indivisible in conducting business and in serving the best interest of their clients, but that may also benefit Indivisible.

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions. The commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

Research and Other Soft Dollar Benefits

As part of our relationship, Fidelity makes available to Indivisible, at no additional charge to Indivisible, certain research, and brokerage services, including research services obtained by Fidelity directly from independent research companies, as selected by Indivisible (within specified parameters). These research and brokerage services presently include services such as reimbursing Indivisible for expenses related to Financial Advisors and their respective clients to the Fidelity platform for custodial and other services including managing accounts for which Indivisible has investment discretion. Without this arrangement, Indivisible might be compelled to purchase the same or similar services at its own expense.

Indivisible does not engage in soft dollar arrangements. We have implemented a policy that requires approval, reporting, and monitoring of soft dollar benefits.

Brokerage for Client Referrals

Indivisible has an arrangement with Fidelity through which it receives transition assistance in the form of reimbursement of transition assistance, account termination fees, and other similar benefits. As a result, Indivisible has an incentive to continue to use or to expand the use of Fidelity's services, even if other custodians might provide better terms or services for certain clients. Indivisible has examined this potential conflict of interest and has determined that the relationship is in the best of interests of its clients.

Directed Brokerage

Indivisible will evaluate the use of any broker dealer not mentioned above on a case-by-case basis. If you direct us to use a particular broker dealer not mentioned above, we may not be able to achieve best execution such as negotiated commissions. Commissions charged may be more or less than those charged to other clients.

You may direct transactions for services or products with other professionals. Financial Advisors may also provide those services or products. See Compensation on the Sale of Financial Products in Item 5 of this brochure for more information.

Trade Aggregation

Because your account is managed individually, we do not aggregate your trades with others. Mutual fund trades do not provide an aggregation benefit. Non-aggregated trades in equity

securities can result in your paying higher brokerage costs. For trade aggregation in connection with TPIMs, you should refer to the program agreements or associated disclosure brochures of the manager.

Item 13 – Review of Accounts

Your Financial Advisor reviews your account on a continuous and regular basis. These reviews monitor your account performance with your stated investment objectives and guidelines. Cash needs will be adjusted, as necessary.

Additional reviews are triggered by market, economic, political events, or by changes in your financial situation. It is your responsibility to notify your Financial Advisor of any changes in your financial situation or circumstances that would materially impact the recommendations or services we provide.

Item 14 – Client Referrals and Other Compensation

Client Referrals

Financial Advisors receive a number of referrals from existing clients and other professionals. These existing clients and professional referrals serve as the basis for adding new clients. Indivisible does not pay clients or other professionals for referrals.

Other Compensation

Indivisible offers a range of investments and services to its clients. As you work with your Financial Advisor to determine the most appropriate types of accounts, investments, and services to achieve your investment goals, it is also important to understand how Indivisible and its Financial Advisors are compensated. Certain forms of compensation create conflicts of interest and it is important for you to assess these conflicts when making decisions about your services and investments.

Transition Support Benefits

When a Financial Advisor joins Indivisible after working with another financial services firm, the Financial Advisor is eligible to receive transition support compensation from Indivisible in connection with the transition. This transition support can include payments that are intended to replace existing compensation for up to 12 months. Provided the Financial Advisor maintains his/her affiliation with Indivisible and meets the terms of their individual agreement with Indivisible, this assistance is not required to be repaid.

Profit-Sharing Benefits

In addition to fee-based compensation, Financial Advisors may also be eligible to receive certain profit-sharing benefits. Such profit-sharing is dependent on meeting the Financial Advisor's

individual goals as well as Indivisible meeting its corporate revenue objectives. The payment of profit-sharing benefits does not impact the total fees paid by the client.

These benefits are financial incentives that create conflicts of interest in connection with your Financial Advisor's recommendation of Indivisible. We encourage you to discuss these conflicts of interest with your Financial Advisor before deciding to open an account with Indivisible.

Item 15 – Custody

Your account assets are held by a qualified custodian. You have access to your portfolio holdings and activity through your custodian's platform, which generally permits you to log into your account via secure login and password. In addition, your custodian will send, or make available, on a quarterly basis or more frequently, account statements directly to you. We urge you to carefully review your custodian statements and compare the information therein with any financial statements or reports received or made available to you through Indivisible or your Financial Advisor. You should contact your Financial Advisor and/or your custodian if there are any discrepancies regarding these documents.

Your custodian will also provide you with confirmations of trading activity, asset movement, and various tax forms. Trade confirmation suppression is available upon request. For accounts held at Fidelity, unless you make an election on the custodian's account application, you will not receive separate confirmations for each transaction. In lieu of separate trade confirmations, the information will be provided in a quarterly confirmation report via e-delivery at no additional charge. You can obtain, by request, trade by trade confirmations. However, if Fidelity delivers such to you via US mail, a paper delivery charge is assessed.

Indivisible is deemed to have limited custody of your account's funds and securities when you authorize us to debit fees directly from your account. Authorization to debit fees directly from your account is granted by you in your Indivisible Advisory Agreement or Indivisible Financial Planning Agreement. We are also deemed to have custody of your funds and/or securities when you have a standing letter of authorization ("SLOA") on file with your account custodian to move money from your account to a third party and, pursuant to the SLOA, authorizes us to designate, based on your instructions from time to time, the amount or timing of the transfers. We follow certain required procedural safeguards intended to alleviate Indivisible from performing additional regulatory obligations.

Item 16 – Investment Discretion

You must acknowledge and grant Indivisible discretionary authority to manage certain accounts in your Advisory Agreement. You also indicate any account restrictions, self-directed assets, and non-discretionary assets. You must sign a limited power of attorney before we have discretionary authority over your account. The limited power of attorney is included in your custodian's account application. For accounts not held with Fidelity, you may need to sign a separate limited power of

attorney to grant discretionary authority. Discretionary authority facilitates our placing trades in your account on your behalf. This allows us the ability to determine the securities to be bought or sold and the amount without obtaining your consent. In a non-discretionary capacity, your Financial Advisor will consult with you prior to each trade for your approval.

Third party program managers have full discretion over transactions in their program. They do not consult with Indivisible, our Financial Advisors, or you before placing trades.

Item 17 – Voting Client Securities

We do not vote proxies for you. You retain the responsibility for receiving and voting proxies for securities held in your accounts. Your account custodian will send these to you or your designee. Your Financial Advisor may provide advice to you at your request regarding a securities proxy question.

Proxy Voting by Third-Party Investment Manager

When we engage TPIMs to provide investment management for all or a portion of your assets, the third-party manager may exercise proxy voting authority over securities in your account as disclosed in its separate disclosure documents and agreements.

Item 18 – Financial Information

We do not have a financial impairment that would preclude us from meeting our contractual commitments to you.

In addition, we do not act as custodian, have access to client account distributions beyond the direct debit of fees or your established SLOAs, or require the prepayment of fees from you of more than \$1,200 six months or more in advance. As a result, we are not required to provide you with our balance sheet.