

VisionX Wealth Partners, Inc.

A Registered Investment Adviser Firm

IARD/CRD Number 333559

Wrap Fee Program Brochure

October 19, 2024

Home Office: 31 South 21st Street
Fort Dodge, IA 50501

Phone: (515) 570-4032

This brochure provides information about the qualifications and business practices of VisionX Wealth Partners, Inc. If you have any questions about the contents of this brochure, please contact us at (515) 570-4032. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Registration does not imply a certain level of skill or training.

Additional information about VisionX Wealth Partners, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2. Material Changes

This is our first Wrap Fee Brochure filing and therefore we have no material changes to report.

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Item 4. Services, Fees and Compensation

VisionX Wealth Partners, Inc. ("VisionX") is a registered investment adviser located in Fort Dodge, IA. Tanner Utley is the firm's only shareholder. VisionX offers a number of investment advisory services as described below and began offering its advisory services in November 2024.

VisionX is a fiduciary under ERISA or section 4975 of the Code (to the extent applicable) with respect to any investment advice that VisionX provides in connection with Retirement Accounts and holdings. When providing any such fiduciary advice to a client VisionX adheres to the standards of care of "Impartial Conduct Standards". VisionX also provides investment advice that is in the client's "Best Interest." Advice meeting the "Best Interest" standard is advice that reflects the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on your investment objectives, risk tolerance, financial circumstances, and needs, without regard to the financial or other interests of VisionX. The compensation that VisionX receives for their services is not excessive or unreasonable within the meaning of ERISA section 408(b)(2) or section 4975(d)(2). Statements by VisionX to you about services subject to this Disclosure will not be materially misleading at the time they are made.

VisionX offers other investment advisory and financial industry services in addition to this Wealth Management Wrap Fee Program. For information on these other investment advisory and financial industry services please review VisionX's Form ADV Part 2A Disclosure Brochure.

A. Wealth Management Wrap Fee Program Services

VisionX provides consolidated Portfolio Management Services and Financial Planning Services through our Wealth Management Wrap Fee Program.

I. Portfolio Management Programs

VisionX provides Portfolio Management Services, defined as giving continuous advice to clients based on their individual needs through VisionX's Wealth Management Wrap Fee accounts. VisionX obtains financial information on an Investor Profile Questionnaire and other new account documents from prospective clients to determine the suitability of establishing Wealth Management Wrap Fee accounts and to determine the appropriate Portfolio Management strategies that are specific for each client account that is established with VisionX.

Investment Discretion - Clients provide written authorization to VisionX to use limited discretionary trading authority to buy, sell and direct investments within their accounts, including reinvestment of proceeds from assets sold and income attributable to their account, in cash, cash equivalents, bonds, shares of common or preferred stock, unit investment trusts, ETF's, mutual funds, options, variable annuity sub-accounts, or other alternative securities selected by VisionX and VisionX IAR's for their accounts. Clients appoint VisionX and VisionX's IAR's as their agent and attorney-in-fact with respect to this limited discretionary trading authorization. Clients may impose restrictions on investing in certain securities or types of securities. This limited discretionary trading authorization shall remain in full force and effect and be relied upon by VisionX and VisionX IAR's until a written notice of termination or change is received by VisionX from a client. Under no circumstance will VisionX and VisionX IAR's effect transactions for clients which VisionX believes will violate state or federal law, rules or regulations, or any regulatory or self-regulating body rules or regulations. Clients may also place limits on the purchase of certain securities in their accounts.

VisionX Brokerage and Custodian Relationships - VisionX considers a number of factors including, without limitation, best execution, the overall direct net economic impact on account assets (including commissions which may not be the lowest available, but which will not be higher than the generally prevailing competitive range) the financial stability of the Broker-Dealer and Custodian, the efficiency with which the transaction is effected, the ability to effect the transaction where complicating factors are involved, the availability of the Broker-Dealer and Custodian to stand ready to execute possible difficult transactions in the future, and other matters involved in the receipt of brokerage and research services.

VisionX has a Broker-Dealer/Custodian arrangement with LPL Financial, an SEC registered broker/dealer, member FINRA and SIPC. All variable annuities managed within Portfolio Management Program accounts are held at the corresponding insurance company's custodian of record.

VisionX will recommend LPL to clients for custody and brokerage services. There is no direct link between VisionX, LPL and the investment advice VisionX gives to clients, although VisionX receives economic benefits through its participation in LPL's advisory accounts custody and brokerage services that are typically not available to retail investors. These benefits include the following products and services (provided without cost or at a discount):

- Duplicate client statements and confirmations;
- Research related products and tools; consulting services;
- Access to a trading desk serving advisor participants;
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts);
- The ability to have advisory fees deducted directly from client accounts; and
- Access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to VisionX by third party vendors.

VisionX does not have discretionary authority to choose either the Broker/Dealer used for transactions, or the commission rates paid.

Some of the products and services made available by LPL may benefit VisionX but may not directly benefit client accounts. These products or services may assist VisionX in managing and administering client accounts, including accounts not maintained at LPL. Other services made available by LPL are intended to help VisionX manage and further develop its business enterprise. Clients should be aware, however, that the receipt of economic benefits by VisionX creates a conflict of interest and may influence VisionX's choice or recommendation of LPL for custody and brokerage services.

Trading – VisionX allocates trades to clients in a fair and equitable manner that will be applied consistently to all clients. Personal accounts of VisionX, its IAR's and family members will not be treated more favorably than any other client account. VisionX will make every attempt to completely fill all block order trades. All variable annuities managed within the Portfolio Management Program by VisionX will have their variable annuity sub-account transactions processed through the Custodian of record for the variable annuity.

Trading Error Corrections - It is VisionX's policy to ensure clients are made whole following a trade error. Specifically, when a trade error occurs in a client account that results in a loss, VisionX will reimburse the client. If the trade error was made in a client account resulting in a gain, the client will keep the gain. If the trade error was made in a block trading account and client funds were not at risk and the trade results in a gain, VisionX will keep the gain unless the custodian keeps the gain.

Reports and Statements - Clients may receive periodic performance reports from VisionX describing account performance and holdings. Clients will receive a monthly account statement from LPL showing the account activity as well as positions held in the account at month's end, when there is activity in the

account. No less than on a quarterly basis, client will receive a statement from LPL for transactions and holdings.

Custody - VisionX does not act as a qualified custodian. All VisionX Wrap Fee client accounts are maintained at LPL which is a qualified custodian. However, under SEC and state rules VisionX has custody of client assets due to our ability to deduct fees from client accounts. LPL sends account statements directly to clients. Clients should carefully review those statements.

II. Financial Planning Services

VisionX provides financial planning services to clients through the VisionX Wealth Management Wrap Fee Program. When providing financial planning services, VisionX will obtain financial information and documents from clients to determine the appropriate advice to be provided to them. VisionX or client may impose limits on the type of Financial Planning Services provided under this Agreement.

VisionX may provide the following financial planning services to clients:

- Net Worth Planning
- Protection Planning
- Portfolio/Asset Management Planning
- Tax Planning
- Retirement Planning
- Estate Planning
- Education Planning
- Special Situation Planning

Financial Planning Services may also be separately provided by VisionX outside of VisionX's Wealth Management Wrap Fee Program. If an VisionX client implements financial planning advice outside of VisionX's Wealth Management Wrap Fee Program, the client may do so through the VisionX's IAR's in their separate capacities as an VisionX IAR or an insurance agent. When implementing transactions in these separate capacities, the IAR may earn separate fees or commissions.

Wealth Management Fee Schedule - Clients compensate VisionX for all services furnished within the Wealth Management Wrap Fee Program by the payment of annualized management fees ("Wealth Management Fees").

Wealth Management Fee Schedule	
<u>Assets Under Management</u>	<u>Wealth Management Fee</u>
\$0 - \$1,000,000	1.65% (maximum)
\$1,000,001 - \$3,000,000	1.10% (maximum)
\$3,000,001 - \$5,000,000	0.85% (maximum)
> \$5,000,000	0.65% (maximum)

Management Fee includes payment for financial planning services referenced above.

All VisionX Wealth Management Fees are negotiable.

Wealth Management Fees will be calculated and paid in advance at the beginning of each quarter. Wealth Management Fees will be based on the Quarter Ending Balance (QEB) of the Client's account assets under management at the end of the previous quarter. The QEB does not take into account securities that are not priced, nor does it count days when the account has a zero balance. Wealth Management Fees will be automatically deducted from the account's core money market mutual fund. An account that is opened mid-period will be charged an initial Wealth Management Fee that includes a

portion of the fee that is pro-rated for the number of days that the account is open in the first Quarter. Wealth Management Fees will be noted on the Client's monthly or quarterly Custodian statement. Client provides VisionX with written authorization to deduct all Wealth Management Fees and trade execution charges from client's account at the Broker-Dealer and Custodian.

Each time a Wealth Management Fee is directly deducted from a client account, VisionX will concurrently (1) send or cause to send the custodian an invoice or statement of the amount of the fee to be deducted from the client's account; and (2) send the client an invoice or statement itemizing the fee. Itemization includes the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee. The invoice will notify the client that the custodian will not be checking the accuracy of the fees and this responsibility is the client's. The custodian sends statements, on at least a quarterly basis to clients showing all disbursements for the account, including the amount of the Wealth Management Fee.

Client may have Wealth Management Fees paid from other accounts or custodians, or be billed directly by invoice, in such cases Wealth Management Fee deductions will be noted as zero on the client's monthly Custodian statements.

VisionX will at all times use the Wealth Management Fee billing procedures noted above.

Wealth Management Wrap Fee Program Fee Structure – Although clients do not pay a transaction charge for transactions in a Wealth Management Wrap Fee Program account, clients should be aware that VisionX pays LPL transaction charges for those transactions. The transaction charges paid by VisionX vary based on the type of transaction (e.g., mutual fund, equity, or ETF) and for mutual funds based on whether or not the mutual fund pays 12b-1 fees and/or recordkeeping fees to LPL. Transaction charges paid by the Advisor for equities and ETFs are either \$7 or \$9. For mutual funds, the transaction charges range from \$0 to \$26.50. Because VisionX pays the transaction charges in Wealth Management Wrap Fee Program accounts, there is a conflict of interest in cases where the mutual fund is offered at both \$0 and \$26.50. Clients should understand that the cost to the Advisor of transaction charges may be a factor that VisionX considers when deciding which securities to select and how frequently to place transactions in a Wealth Management Wrap Fee Program account.

In many instances, LPL makes available mutual funds in a Wealth Management Wrap Fee Program account that offer various classes of shares, including shares designated as Class A Shares and shares designed for advisory programs, which can be titled, for example, as "Class I," "institutional," "investor," "retail," "service," "administrative" or "platform" share classes ("Platform Shares"). The Platform Share class offered for a particular mutual fund in the Wealth Management Wrap Fee Program in many cases will not be the least expensive share class that the mutual fund makes available, and was selected by LPL in certain cases because the share class pays LPL compensation for the administrative and recordkeeping services LPL provides to the mutual fund. Client should understand that another financial services firm may offer the same mutual fund at a lower overall cost to the investor than is available through the Wealth Management Wrap Fee Program. In other instances, a mutual fund may offer only Class A Shares, but another similar mutual fund may be available that offers Platform Shares. Class A Shares typically pay LPL a 12b-1 fee for providing brokerage-related services to the mutual funds. Platform Shares generally are not subject to 12b-1 fees. As a result of the different expenses of the mutual fund share classes, it is generally more expensive for a client to own Class A Shares than Platform Shares. An investor in Platform Shares will pay lower fees over time, and keep more of his or her investment returns than an investor who holds Class A Shares of the same fund.

VisionX has a financial incentive to recommend Class A Shares in cases where both Class A and Platform Shares are available. Although the client will not be charged a transaction charge for transactions, VisionX pays LPL a per transaction charge for mutual fund purchases and sales in the account. VisionX generally does not pay transaction charges for Class A Share mutual fund transactions accounts, but generally do pay transaction charges for Platform Share mutual fund transactions. The cost

to VisionX of transaction charges generally may be a factor VisionX considers when deciding which securities to select and whether or not to place transactions in the account.

The lack of transaction charges to VisionX for Class A Share purchases and sales, together with the fact that Platform Shares generally are less expensive for a client to own, present a significant conflict of interest between VisionX and the client. Clients should understand this conflict and consider the additional indirect expenses borne as a result of the mutual fund fees.

Wealth Management Wrap Fee Program Termination – A Wealth Management Wrap Fee Program Agreement may be terminated by VisionX or client effective upon receipt of written notice to the other party. Upon termination, client shall receive a refund of any Wealth Management Fee not already earned by VisionX. VisionX will advise LPL to deliver securities and funds they hold as instructed by the client unless the client requests that the securities and funds be liquidated or maintained at LPL. If an account is liquidated, proceeds will be payable to the client upon settlement of all transactions in the account. Termination of a Wealth Management Wrap Fee Program Agreement will not affect the liabilities or obligations of the parties arising out of transactions initiated prior to termination. When this Wealth Management Wrap Fee Brochure is not provided to a client at least 48 hours prior to signing an agreement with VisionX, the client will have five business days to cancel the agreement without penalty.

Assets Under Management – This is VisionX's first Wrap Fee Brochure and therefore it has no assets under management.

B. General Advisory Fee Disclosure

Fees paid by clients in VisionX's Wealth Management Wrap Fee Program may be more than or less than the cost of purchasing the same services, separately or similar services elsewhere. VisionX's Wealth Management Fees are negotiable.

C. Other Fees, Expenses and Charges

Clients may incur certain charges imposed by third parties other than VisionX in connection with investments placed in the account, including but not limited to:

- IRA and Qualified Retirement Plan Fees, and other custodial fees.
- Mutual fund and variable annuity internal expenses, commissions, sales loads, 12(b)-1 fees, trail fees and surrender charges.
- The purchase of mutual fund shares in a client's account can result in certain processing and mailing charges that are not incurred when shares are purchased directly from the mutual fund company.
- Broker-Dealer and Custodian fees, expenses, and mark-up/mark-down charges are separate and distinct from the fee charged by VisionX.

D. Referral Advisor Relationships

VisionX does not have any referred client accounts from other investment advisers. Nor does VisionX directly or indirectly compensate any persons or entities for client referrals. In addition, VisionX does not currently refer client accounts to other investment advisers. Nor does VisionX directly or indirectly receive compensation from any persons or entities for client referrals.

Item 5. Account Requirements and Types of Clients

VisionX generally provides Wealth Management Wrap Fee Program advice to the following:

- Individuals

- Profit sharing plans and participants
- Pensions and other retirement plans
- Corporations or other business entities
- Trust, estates, or other charitable organizations

Account Minimums - VisionX's recommended minimum investment amount for establishing and maintaining a Wealth Management Wrap Fee account with VisionX is \$100,000. Exceptions may be granted to this minimum at the discretion of VisionX.

Item 6. Portfolio Manager Selection and Evaluation

A. Selection and Review of Portfolio Managers

VisionX's IAR's are the portfolio managers for Wealth Management Wrap Fee accounts. VisionX uses the performance and position reporting systems provided by LPL to review client holdings, performance and to calculate fees. Tanner Utley is also VisionX's Chief Compliance Officer (CCO) and is responsible for supervising VisionX's advisory and planning activities. The main reports and documents the CCO reviews to supervise/review these activities are Client Investment Profile Questionnaire, new account documents, trade tickets, confirmations, brokerage statements, performance reports, daily activity reports and planning documents.

Methods of Analysis and Investment Strategies - VisionX will obtain financial information from prospective clients on an Investor Profile Questionnaire, financial planning documents and other new account documents to determine the suitability of VisionX's Wealth Management Wrap Fee Program and to determine the appropriate investment objectives that are specific for each client account that is established with VisionX. VisionX has no investment committee. VisionX's IAR's give investment advice to his/her clients based on what is suitable for each client. Reviews are conducted for all accounts on a periodic basis. IAR's periodically review client accounts. IAR's review investment performance, suitability, appropriate asset allocation, and monitors the account for any changes or updates that are needed (among other things). Clients establishing and maintaining Wealth Management Wrap Fee Program accounts may receive performance reports from VisionX showing the investment performance of their accounts. Investing in securities involves risk that clients should be prepared to bear.

VisionX will use both long term (over a year) purchases and short term (under a year) purchases in VisionX's investment strategies. The primary investment research tool used by VisionX is the internet, financial news sources, research material prepared by others including LPL, corporate rating services, annual corporate reports, prospectuses, and company press releases.

Risk of Loss - There are risks inherent in all financial decisions and transactions. VisionX and VisionX's IAR's cannot guarantee the current or future performance of client accounts, or the success of any investment decision or strategy that VisionX may use with client accounts.

Voting Client Securities - VisionX will not exercise proxy-voting authority over the securities held in client accounts where VisionX provides investment management services. The obligation to vote client proxies shall always rest with the clients. However, clients may contact VisionX for advice or information about a particular proxy vote. VisionX shall not be deemed to have proxy-voting authority solely as a result of providing such advice to a client. Should VisionX inadvertently receive proxy information for a security held in an account, such information shall be immediately forwarded to the client.

Item 7. Client Information Provided to Portfolio Managers

VisionX's IAR's will obtain financial information from each prospective client to determine the suitability of

VisionX's Wealth Management Wrap Fee Program and to determine the appropriate investment objectives that are specific for each client account that is established with VisionX. VisionX's IAR's give investment advice to clients based on what is suitable for each client. Clients may impose restrictions on investing in certain securities or types of securities.

Item 8. Client Contact with Portfolio Managers

VisionX's IAR's and support staff are available to talk to and meet with Clients during regular business hours. Clients may also communicate with VisionX's IAR's and support staff by telephone or e-mail.

Item 9. Additional Information

Disciplinary Information

VisionX has no disciplinary information to report to the public, clients or prospective clients. VisionX's IAR has no disciplinary information to report to the public, clients or prospective clients.

Conflicts Regarding Other Financial Industry Activities and Affiliations

Neither VisionX nor any of its management persons are registered as a broker-dealer, futures commission merchant, commodity pool operator or commodity trading advisor and will not become registered in any of these capacities.

Tanner Utley is licensed as an insurance agent and can provide insurance products and services through VisionX Insurance, LLC to clients. As insurance agents he may earn insurance commissions and fees while selling and servicing insurance products and services. He will only offer insurance products and services in states where they are properly licensed.

We address these conflicts through the following **Compliance Oversight Policies**:

- **Conflicts of Interest** - We must disclose any potential or actual conflicts of interest when dealing with clients.
- **Our Obligations** - VisionX and its IARs are subject to the following specific obligations when dealing with clients:
 - The duty to have a reasonable, independent basis for its investment advice;
 - The duty to ensure that investment advice is suitable to meeting the client's individual objectives, needs, and circumstances; and,
 - A duty to be loyal to clients.

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

VisionX has established a Code of Ethics that reflects our fiduciary obligations and those of its supervised persons and requires compliance with federal securities laws. VisionX's Code of Ethics covers all of its associates, who must consistently act in the VisionX clients' best interest in all advisory activities. VisionX imposes certain requirements on its associates to ensure that they meet its fiduciary responsibilities to its clients. This standard of conduct requirement is higher than what is ordinarily required and encountered in business.

- Our associates may buy, sell and hold securities for their personal accounts, which VisionX may also

recommend to clients, or buy and sell on a discretionary basis for clients. As these situations present a conflict of interest, it is the policy of VisionX that no supervised person shall prefer their own interest over the interest of VisionX clients.

- No investment advisor representative employed by VisionX may buy or sell any security prior to a transaction being implemented for an advisory account.
- No supervised person employed by VisionX may buy or sell securities for their personal accounts where their decision is derived from information obtained through their employment with VisionX unless the information is also available to the investing public upon reasonable inquiry.

VisionX must disclose any potential or actual conflicts of interest when dealing with clients.

VisionX and its IARs are subject to the following specific obligations when dealing with clients:

- The duty to have a reasonable, independent basis for its investment advice;
- The duty to ensure that investment advice is suitable to meeting the client's individual objectives, needs, and circumstances; and,
- A duty to be loyal to clients.

This Code of Ethics response is only intended to provide clients and potential clients with a summary description of our firm's Code of Ethics. If current clients or potential clients wish to request a copy of our Code of Ethics, they may do so at: 515-570-4032

Review of Accounts

Wealth Management accounts are reviewed by Tanner Utley on a no less than quarterly basis for adherence to suitability and investment restrictions. Clients will receive a quarterly report from the custodian of their assets.

Referral Advisors

VisionX does not have any referred client accounts from other investment advisers. Nor does VisionX directly or indirectly compensate any persons or entities for client referrals.

Financial Information

VisionX has no financial information to report, since VisionX does not maintain custody of client accounts or assets other than direct fee deduction and has no financial situations which may impair its ability to conduct business.

Item 10. Requirements for State-Registered Investment Advisers

Our President is Tanner Utley.

Education:

- Minnesota State University, Mankato, Bachelor of Science Degree, 8/2007 to 5/2010

Business Background over the last five (5) years

- VisionX Wealth Partners, Inc.
- Nielsen Financial Management, Inc., Registered Investment Adviser, Investment Adviser Representative, 6/20 to present
- Royal Alliance Associates, Investment Adviser, Investment Adviser Representative 11/18 to 6/20

- Royal Alliance Associates, Broker-Dealer, Registered Representative, 11/18 to 6/20
- Private Client Officer, First American Bank, Fort Dodge, IA, 2013 to 6/20

We are not compensated for advisory services with performance-based fees. Neither we nor any management person have been involved in any arbitration claims, civil, self-regulatory or administrative proceedings.

Neither we nor any of our management persons have any relationships with any issuer of securities.

October 15, 2024

**Tanner E. Utley
President**

CRD Number: 5886110

Office: 31 South 21st Street, Fort Dodge, IA 50501

Phone: (515) 570-4032

E-mail:

This brochure supplement provides information about Tanner E. Utley that supplements the Nielsen Financial Management, Inc. (VisionX) brochure. You should have received a copy of that brochure. Please contact VisionX if you did not receive VisionX's brochure or if you have any questions about the contents of this supplement.

Additional information about Tanner Utley is available on the SEC's website at www.adviserinfo.sec.gov.

DBS Item 2

Educational Background and Business Experience

Year of Birth:1988

Education:

- Minnesota State University, Mankato, Bachelor of Science Degree, 8/2007 to 5/2010

Business Background over the last five (5) years

- VisionX Wealth Partners, Inc.

- Nielsen Financial Management, Inc., Registered Investment Adviser, Investment Adviser Representative, 6/20 to present
- Royal Alliance Associates, Investment Adviser, Investment Adviser Representative 11/18 to 6/20
- Royal Alliance Associates, Broker-Dealer, Registered Representative, 11/18 to 6/20
- Private Client Officer, First American Bank, Fort Dodge, IA, 2013 to 6/20

Professional Licenses and Designations

Series 7 - General Securities Representative Exam

To obtain the Series 7 an initial qualifying exam administered by the Financial Industry Regulatory Authority ("FINRA") must be passed. Continuing Education requirements include attending an Annual Compliance Meeting and Firm Element Training. Also required to be taken is a computer-based program within 120 days of the second anniversary of obtaining the registration and every three years thereafter.

Series 66 - Uniform Investment Adviser, Combined State Laws Exam 66

To obtain the Series Combined 63 and 65 an initial qualifying exam administered by the Financial Industry Regulatory Authority ("FINRA") must be passed. Continuing Education requirements include attending an Annual Compliance Meeting and Firm Element Training. Also required to be taken is a computer-based program within 120 days of the second anniversary of obtaining the registration and every three years thereafter.

Retirement Income Certified Professional® (RICP®)

The Retirement Income Certified Professional® (RICP®) program provides financial professionals with the knowledge to become experts in the retirement planning market. The accredited RICP® program is tailored for financial professionals seeking to specialize in the retirement income planning field through an online, self-study format. Upon completion, you will be a certified financial advisor with professional tools that include estate planning techniques, portfolio assessment, personal finance best practices, health expense budget creation, home equity strategies, and more.

Three years of experience in financial planning or a related profession are required to use the designation. To receive the RICP® designation, you must:

- Successfully complete the three required courses
- Agree to comply with the American College code of Ethics and Procedures

Participation in the annual Professional Recertification Program is required to maintain the designation.

DBS Item 3

Disciplinary Information

Tanner E. Utley has no material disciplinary information history to disclose.

DBS Item 4

Other Business Activities

- **Insurance**

IAR is licensed as an insurance agent. In this capacity IAR will be paid commission for the sales of fixed insurance products. This presents a conflict of interest as it gives IAR an incentive to recommend insurance products based on the compensation received, rather than on your needs. You always have the option to purchase insurance products that IAR recommends through other unaffiliated insurance agencies or companies. IAR currently spends less than 5% of his business time on his insurance activities.

General Client Conflict Resolution

IAR addresses conflicts with his/her other business activities by doing the following:

IAR must disclose any potential or actual conflicts of interest when dealing with clients.

IAR is subject to the following specific obligations when dealing with clients:

- The duty to have a reasonable, independent basis for his/her investment and other financial advice;
- The duty to ensure that all investment and financial advice is suitable to meeting the client's individual objectives, needs, and circumstances; and,
- A duty to be loyal to clients.

DBS Item 5

Additional Compensation

IAR does not receive additional compensation or any economic benefits from other parties for advisory services or client referrals.

DBS Item 6

Supervision

Tanner Utley is the Chief Compliance Officer of VisionX and therefore supervises himself. He may be reached at (515) 570-4032 with any concerns or questions.

DBS Item 7

Required for State Registered Advisers

Tanner E. Utley has no material arbitration decision disclosures, civil judgments or regulatory/administrative decision disclosures and has never been the subject of a bankruptcy petition.

PRIVACY POLICY NOTICE
VisionX Wealth Partners, Inc.
October 19, 2024

Our Promise to You

As a client of VisionX, you share both personal and financial information with us. Your privacy is important to us, and we are dedicated to safeguarding your personal and financial information.

Information Provided by Clients

In the normal course of doing business, we typically obtain the following non-public personal information about our clients:

- Personal information regarding our clients' identity such as name, address, and social security number;
- Information regarding securities transactions effected by us; and
- Client financial information such as net-worth, assets, income, bank account information and account balances.

How We Manage and Protect Your Personal Information

- A. Require new Associates to review and acknowledge the firm's compliance policy manual, which includes this privacy policy, and all Associates to review and acknowledge the compliance policy manual annually.
- B. Prohibit an Associate from providing client information over the telephone or in response to an e-mail message unless the Associate has identified the other person as the client, a fiduciary representative of the client, an authorized agent of the client or a party that needs the information to complete a transaction for the client (such as broker-dealers, custodians or administrative service providers).
- C. Maintain appropriate security measures for our computer and information systems, including the use of encryption, usernames/passwords, and firewalls.
- D. Use locks and other appropriate physical security measures to safeguard client information stored in paper format. For example, Associates are expected to secure client information within locked cabinets when the office is closed.
- E. Dispose of client information stored in electronic or paper form in such a manner (e.g., through the use of a shredder or shredder service) to reasonably ensure such information is protected from unauthorized access.
- F. Engage a third-party service provider only after we have entered into a contractual agreement that prohibits the service provider from disclosing or using confidential personal information except as necessary to carry out its assigned responsibilities and only for that purpose.
- G. Have implemented the use of procedures and systems that will keep all confidential VisionX, and client information protected from unauthorized viewing and access by persons or entities that are not affiliated with or associated with VisionX.

Third Parties and Third-Party Service Providers to whom we may disclose information –

VisionX may need to share personal information to run our everyday business. The following are reasons that we may share your personal information:

- For everyday business purposes – such as to process your transactions, maintain your account(s);
- To assist us in complying with our legal and regulatory responsibilities;
- To respond to court orders and legal investigations, or report to credit bureaus;
- To comply with federal and state laws and regulations.

We will not disclose nonpublic personal information about a client to a non-affiliated third party other than as described in this policy stated above or as permitted by law unless:

- We have provided the client with a revised notice describing the new policy;
- We have provided the client with an "opt out" notice; and
- We have provided the client with a reasonable opportunity to opt out of the disclosure before VisionX discloses the information to the non-affiliated third party.

VisionX is not required to send privacy notices or provide opt-out elections to clients unless we intend to share the client's nonpublic personal information with a non-affiliated third party outside of policy stated above.

Client Notifications

We are required by law to annually provide a notice describing our privacy policy. In addition, we will inform you promptly if there are changes to our policy. Please do not hesitate to contact us with questions about this notice by calling VisionX at (515) 570-4032, writing to VisionX at 31 South 21st Street Fort Dodge, IA 50501.

