



Form ADV Part 2A – Disclosure Brochure

Effective: March 18, 2019

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Sherman Wealth Management LLC (“Sherman Wealth”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (240) 428-1622.

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

Additional information about Sherman Wealth and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD#: 281093.

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Item 2 – Material Changes

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

Sherman Wealth believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Sherman Wealth encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor offers Educational Seminars, Workshops and Speaking Engagements. Please see Item 4 and 5
- As part of its retirement plan advisory services, the Advisor may make available technology solutions offered by Advizr. Please see Item 4 and 5.

Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 281093. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (240) 428-1622.

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Item 4 – Advisory Services

A. Firm Information

Sherman Wealth Management LLC (“Sherman Wealth” or the “Advisor”) is a registered investment advisor located in the State of Maryland. Sherman Wealth is organized as a limited liability company (“LLC”) under the laws of Maryland. Sherman Wealth was founded in April 2013 and became a registered investment advisor in August 2015. Sherman Wealth is owned and operated by Bradley L. Sherman (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Sherman Wealth.

B. Advisory Services Offered

Sherman Wealth offers investment advisory services to individuals, high net worth individuals, trusts and estates, pension and profit sharing plans (each referred to as a “Client”).

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

Wealth Management Services

Sherman Wealth typically provides comprehensive wealth management services, which includes financial planning in connection with investment management services for the Client. Clients may also engage Sherman Wealth separately for financial planning services.

Investment Management Services - Sherman Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services.

Sherman Wealth customizes its advice to the needs of each Client through its “open architecture” approach. Sherman Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Sherman Wealth will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of its Clients.

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

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

At no time will Sherman Wealth accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at

the Custodian, pursuant to the terms of the Client investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices.

Financial Planning Services - Sherman Wealth will typically provide a variety of financial planning services to individuals and families either as a component of its wealth management services or pursuant to a financial planning agreement. Financial planning services may be offered as a one-time engagement or as an ongoing service. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation. Generally, such financial planning services will involve preparing a financial plan based on the Client's financial goals and objectives. This planning may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance planning, and other areas of a Client's financial situation.

A financial plan developed for to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Sherman Wealth may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Retirement Plan Advisory Services

Sherman Wealth may provide advisory services on behalf of retirement plans (each a "Plan") and the company (the "Plan Sponsor"), which may be in either a 3(21) or 3(38) context depending on whether or not the Advisor is also providing discretionary investment management over the Plan assets. For 3(38) services, the Advisor shall have the discretion to select the investments for the Plan and/or make investment decisions on behalf of Plan Participants. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management and Investment Due Diligence
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

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

Advizr WorkPlace Financial Wellness Technology - As part of its retirement plan advisory services, the Advisor may make available technology solutions offered by Advizr Inc. ("Advizr"). Advizr provides Plan Sponsors with customized, comprehensive financial wellness solution and Plan Participants with access to its interactive

workflows which allows Plan Participants to choose from a variety of goals to build a customized financial plan for themselves.

Educational Seminars, Workshops and Speaking Engagements

Sherman Wealth may provide educational seminars or workshops for groups seeking general advice on investing and other areas of personal finance. The content of these seminars will vary depending upon the needs of the attendees. Sherman Wealth's seminars and workshops are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person's need, nor do we provide individualized investment advice to attendees during our general sessions.

Sherman Wealth may present at businesses, associations, conferences or other events for individuals interested in learning more about personal finance, investing, running an RIA practice, or other topics. The content of speaking engagements will vary depending upon the needs of the attendees. Speaking engagements are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person's need, nor do we provide individualized investment advice to attendees during speaking engagements.

C. Client Account Management

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

- Establishing an Investment Strategy – Sherman Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's investment goals and objectives.
- Asset Allocation – Sherman Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Sherman Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Sherman Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.
- Financial Planning – Clients engaging Sherman Wealth for ongoing financial planning will receive ongoing support regarding all aspects of their financial situation.

D. Wrap Fee Programs

Sherman Wealth does not manage or place Client assets into a wrap fee program. Investment advisory services are provided directly by Sherman Wealth.

E. Assets Under Management

As of December 31, 2018, Sherman Wealth manages the following assets:

Discretionary Assets	\$35,266,778
Non-Discretionary Assets	2,793,253
Total Assets Under Management	\$38,060,031

Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of Sherman Wealth and the Client.

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior quarter. Wealth management fees are based on the following schedule:

Assets Under Management	Annual Rate
Up to \$500,000	1.00%
\$500,001 to \$1,000,000	0.90%
\$1,000,001 to \$3,000,000	0.75%
\$3,000,001 to \$6,000,000	0.60%
\$6,000,001 to \$10,000,000	0.40%
Over \$10,000,001	0.25%

The wealth management fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fixed annual fee, not to exceed the effective rates above. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Sherman Wealth will be independently valued by the Custodian. Sherman Wealth will not have the authority or responsibility to value portfolio securities.

As part of its wealth management services, the Advisor may charge an additional financial planning fee pursuant to the terms of the wealth management agreement.

Financial Planning Services

Sherman Wealth offers financial planning services on an hourly basis at a rate of \$350 per hour or based on a fixed negotiated fee. Fixed fee engagements are based on the expected number of hours to complete the engagement at the Advisor's hourly rate or based on an annual retainer. Fees may be negotiable depending on the nature and complexity of each Client's circumstances and the overall relationship with the Advisor. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for planning services.

Retirement Plan Advisory Services

Retirement plan advisory fees are typically paid quarterly, at the end of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are charged an annual asset-based fee of up to 1.00%, based on the scope of the services to be rendered and the size and complexity of the engagement. Fees may be negotiable at the sole discretion of the Advisor.

Advizr WorkPlace Financial Wellness Technology – Plan Sponsors that leverage Advizr may be charged an additional fee of up to \$60 per user.

Educational Seminars, Workshops, and Speaking Engagements

Educational seminars, workshops, and speaking engagements are offered on a fixed fee basis. The fixed fee will be agreed upon before the engagement. The fixed fee can range between \$0 - \$20,000 per event, or \$0 - \$500 per participant, and may be negotiable. The fee is based on the content, amount of research conducted, number of hours of preparation needed, and the number of attendees.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

Wealth Management Services

Wealth management fees will be calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from

the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Sherman Wealth at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the advisory fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Sherman Wealth directly from their account[s] held at the Custodian as part of the advisory agreement and separate account forms provided by the Custodian.

Financial Planning Services

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

Retirement Plan Advisory Services

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

Advizr WorkPlace Financial Wellness – The Advisor will invoice the Plan Sponsor, in advance, at beginning of each year. Payment is due upon receipt, no later than 30-days.

Educational Seminars, Workshops, and Speaking Engagements

For seminars, workshops and speaking engagements hosted and paid for by sponsors (e.g. a business or association), half of the fees are due prior to the event, and half are to be paid no later than the conclusion of the event. For events or workshops paid for directly by attendees or participants, the fee is due in full prior to the event.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Sherman Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. The investment advisory fee charged by Sherman Wealth is separate and distinct from these custody and execution fees.

In addition, all fees paid to Sherman Wealth for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Sherman Wealth, but would not receive the services provided by Sherman Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. The Client should review both the fees charged by the fund[s] and the fees charged by Sherman Wealth to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for more information

D. Advance Payment of Fees and Termination

Wealth Management Services

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

Financial Planning Services

Sherman Wealth may be partially compensated for its financial planning services at the start of the engagement or quarterly in advance for ongoing financial planning engagements. Either party may terminate a financial planning agreement, at any time, by providing written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate or the percentage completed for fixed fee engagements. For ongoing planning engagements, fees are due up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

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

Educational Seminars, Workshops, and Speaking Engagements

In the event of Client cancellation or rescheduling, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 50% of the fixed fee if the cancellation occurs within thirty (30) days of the event. Payment of 50% of the fixed fee due to Client cancellation within thirty (30) days is made to compensate Sherman Wealth for time spent preparing for the event, as the majority of seminar, workshop, and speaking engagement work effort is made prior to the actual date of the event itself, and typically well in advance of thirty (30) days prior to the event.

E. Compensation for Sales of Securities

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

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

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

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

Item 7 – Types of Clients

Sherman Wealth provides investment advisory services to individuals, high net worth individuals, trusts and estates, pension and profit sharing plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Sherman Wealth generally does not impose a minimum size for establishing a relationship.

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

A. Methods of Analysis

Sherman Wealth primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from Sherman Wealth are derived from numerous sources, including financial media

companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

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

B. Risk of Loss

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

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

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

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

Market Risks

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

ETF Risks

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

Mutual Fund Risks

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

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

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Sherman Wealth or any of its Supervised Persons. Sherman Wealth values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 281093.

Item 10 – Other Financial Industry Activities and Affiliations

Private Investments and Affiliations

Mr. Sherman owns and collects rental income from investment properties, and maintains real estate holding interests in Appleseed Management LLC. Additionally, Mr. Sherman may invest in certain private investments that may be managed by Sherman Wealth Clients, which may pose potential conflicts of interest, including, but not limited to, incentivizing existing Clients to maintain an advisory relationship.

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

A. Code of Ethics

Sherman Wealth has implemented a Code of Ethics (the “Code”) that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Sherman Wealth (our “Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Sherman Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Sherman Wealth Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (240) 428-1622.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Sherman Wealth allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Sherman Wealth may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Sherman Wealth requiring the reporting of personal securities trades by its Supervised Persons for review by the Chief

Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

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

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

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

Where Sherman Wealth does not exercise discretion over the selection of the Custodian, the Advisor will typically recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Sherman Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Sherman Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices. Sherman typically recommends that Clients establish accounts at TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade"). TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer and member FINRA/SIPC. TD Ameritrade offers to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade through its participation in the program. Please see Item 14 below.

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

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Sherman Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive certain economic benefits from TD Ameritrade. Please see Item 14 below.**

2. Brokerage Referrals - Sherman Wealth does not receive any compensation from any third-party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Sherman Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Sherman Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Sherman Wealth will execute its transactions through the Custodian as directed by the Client. Sherman Wealth may aggregate orders in a block trade or trades when

securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in a Client's account[s] are monitored on a regular and continuous basis by Mr. Sherman, Principal of Sherman Wealth. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

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

C. Review Reports

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

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Sherman Wealth

Sherman Wealth is a fee-based advisory firm, who, in all circumstances, is compensated solely by the Client. Sherman Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Sherman Wealth may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Sherman Wealth may receive referrals of new Clients from a third-party. No compensation is exchanged for these referrals.

Participation in Institutional Advisor Platform

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

benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

B. Client Referrals from Solicitors

Sherman Wealth does not engage paid solicitors for Client referrals.

Item 15 – Custody

Sherman Wealth does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Sherman Wealth to utilize that Custodian for the Client's security transactions. Sherman Wealth encourages Clients to review statements provided by the account Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Item 16 – Investment Discretion

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

Item 17 – Voting Client Securities

Sherman Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither Sherman Wealth, nor Mr. Sherman have any adverse financial situations that would reasonably impair the ability of Sherman Wealth to meet all obligations to its Clients. Neither Sherman Wealth, nor Mr. Sherman have been subject to a bankruptcy or financial compromise. Sherman Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal and Chief Compliance Officer of Sherman Wealth is Bradley L. Sherman. Information regarding the formal education and background of Mr. Sherman is included in Item 2 of his Form ADV Part 2B – Brochure Supplement below.

B. Other Business Activities of Principal Officer

Private Investments and Affiliations

Mr. Sherman owns and collects rental income from investment properties, and maintains real estate holding interests in Appleseed Management LLC. Additionally, Mr. Sherman may invest in certain private investments that may be managed by Sherman Wealth Clients, which may pose potential conflicts of interest, including, but not limited to, incentivizing existing Clients to maintain an advisory relationship.

C. Performance Fee Calculations

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

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Sherman Wealth or Mr. Sherman.

Neither Sherman Wealth nor Mr. Sherman have ever been involved in any regulatory, civil or criminal action. There have been no Client complaints, lawsuits, arbitration claims or administrative proceedings against Sherman Wealth or Mr. Sherman.

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

E. Material Relationships with Issuers of Securities

Neither Sherman Wealth nor Mr. Sherman have any relationships or arrangements with issuers of securities.



Form ADV Part 2B – Brochure Supplement

for

**Bradley L. Sherman
Principal and Chief Compliance Officer**

Effective: March 18, 2019

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Bradley L. Sherman (CRD# **5908754**) in addition to the information contained in the Sherman Wealth Management LLC (“Sherman Wealth” or the “Advisor”) (CRD # 281093) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Sherman Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (240) 428-1622.

Additional information about Mr. Sherman is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 5908754.

Item 2 – Educational Background and Business Experience

Bradley L. Sherman, born in 1980, is dedicated to advising Clients of Sherman Wealth in his role as its Principal and Chief Compliance Officer. Mr. Sherman earned a Masters of Science in Finance from American University - Kogod School of Business in 2012. Mr. Sherman also earned his Bachelor of Science in International Economics from the University of Wisconsin-Madison in 2002. Additional information regarding Mr. Sherman's employment history is included below.

Recent Employment History:

Principal and Chief Compliance Officer, Sherman Wealth Management LLC	08/2015 to Present
Financial Advisor, Lincoln Financial Securities Corporation (advisory services under dba Sherman Wealth Management)	05/2011 to 09/2015
Wealth Analyst, Equity Planning Institute	05/2011 to 01/2013
Vice President of Residential Lending, Nationwide Mortgage Services	10/2008 to 05/2011

Item 3 – Disciplinary Information

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

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

However, we do encourage you to independently view the background of Mr. Sherman on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 5908754.

Item 4 – Other Business Activities

Private Investments and Affiliations

Mr. Sherman owns and collects rental income from investment properties, and maintains real estate holding interests in Appleseed Management LLC. Additionally, Mr. Sherman may invest in certain private investments that may be managed by Sherman Wealth Clients, which may pose potential conflicts of interest, including, but not limited to, incentivizing existing Clients to maintain an advisory relationship.

Item 5 – Additional Compensation

Mr. Sherman has additional business activities where compensation is received that are detailed in Item 4 above.

Item 6 – Supervision

Mr. Sherman serves as the Principal and Chief Compliance Officer of Sherman Wealth. Mr. Sherman can be reached at (240) 428-1622.

Sherman Wealth has implemented a compliance program that includes, among others, written supervisory procedures, a code of ethics and a business contingency plan. The Advisor and its Supervised Persons utilize these internal compliance policies and procedures in connection with their fiduciary obligations to Clients and in compliance with Regulation 13 of the Maryland Code of Regulations. Further, Sherman Wealth is subject to regulatory oversight by the State of Maryland and various other agencies. As a registered entity, Sherman Wealth is subject to examinations by regulators, which may be announced or unannounced. Sherman Wealth is required to periodically update the information provided to these agencies and to provide various reports regarding the

business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

Mr. Sherman does not have any additional information to disclose.

Privacy Policy

Effective Date: March 18, 2019

Our Commitment to You

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

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

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

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

Why you need to know?

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

What information do we collect from you?

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

What Information do we collect from other sources?

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

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

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

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

Changes to our Privacy Policy

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

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

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (240) 428-1622.