

Firefly Wealth Management LLC Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Firefly Wealth Management. If you have any questions about the contents of this brochure, please contact us at (216) 285-1140 or by email at: info@fireflywm.com. 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.

Additional information about Firefly Wealth Management is also available on the SEC's website at www.adviserinfo.sec.gov. Firefly Wealth Management's CRD number is: 331225.

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Registration as an investment adviser does not imply a certain level of skill or training.

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Item 2: Material Changes

Firefly Wealth Management has the following material changes to report. Material changes relate to Firefly Wealth Management's policies, practices or conflicts of interests.

- Firefly Wealth Management has updated its fees and compensation. (Item 5)
- Firefly Wealth Management has added a minimum quarterly fee. (Item 5)
- Firefly Wealth Management has updated its Portfolio Management and Financial Planning fees. (Item 5)
- Firefly Wealth Management has updated its Financial Planning Fees. (Item 5)

Item 3: Table of Contents

Item 1: Cover Page	
Item 2: Material Changes	ii
Item 3: Table of Contents.....	iii
Item 4: Advisory Business.....	2
Item 5: Fees and Compensation.....	4
Item 6: Performance-Based Fees and Side-By-Side Management.....	6
Item 7: Types of Clients	6
Item 8: Methods of Analysis, Investment Strategies, & Risk of Loss	7
Item 9: Disciplinary Information	10
Item 10: Other Financial Industry Activities and Affiliations	10
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	11
Item 12: Brokerage Practices	12
Item 13: Review of Accounts.....	14
Item 14: Client Referrals and Other Compensation	14
Item 15: Custody	16
Item 16: Investment Discretion	16
Item 17: Voting Client Securities (Proxy Voting)	16
Item 18: Financial Information.....	16
Item 19: Requirements For State Registered Advisers	17

Item 4: Advisory Business

A. Description of the Advisory Firm

Firefly Wealth Management LLC (hereinafter “Firefly Wealth”) is a Limited Liability Company organized in the State of Ohio. The firm was formed in March 2024, became licensed as an investment adviser in May 2024 and the Chief Compliance Officer and principal owner is Joshua Levine.

B. Types of Advisory Services

Discretionary Portfolio Management Services

Firefly Wealth offers ongoing discretionary portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. Firefly Wealth creates an Investment Policy Statement for each client, which outlines the client’s current situation (income, tax levels, and risk tolerance levels). Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

Firefly Wealth evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. Firefly Wealth will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client.

Firefly Wealth seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of Firefly Wealth’s economic, investment or other financial interests. To meet its fiduciary obligations, Firefly Wealth attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, Firefly Wealth’s policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is Firefly Wealth’s policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

Firefly Wealth may recommend the client engage a third-party investment adviser to manage all or a portion of the client's assets. Before selecting other advisers to recommend to clients, Firefly Wealth will always ensure those other advisers are properly licensed or registered as an investment adviser. Firefly Wealth conducts due diligence on any third-

party investment adviser, which may involve one or more of the following: phone calls, meetings and review of the third-party adviser's performance and investment strategy. Investments made by the third-party adviser may be allocated either through the third-party adviser's fund or through a separately managed account managed by such third-party adviser on behalf of Firefly Wealth's client. Firefly Wealth may also allocate among one or more private equity funds or private equity fund advisers. Firefly Wealth will review the ongoing performance of the third-party adviser as a portion of the client's portfolio.

Financial Planning

Financial plans and financial planning may include but are not limited to: investment planning; life insurance; tax concerns; retirement planning; college planning; and debit/credit planning.

Services Limited to Specific Types of Investments

Firefly Wealth generally limits its investment advice to mutual funds, fixed income securities, exchange-traded real estate funds (including REITs), insurance products including annuities, equities, ETFs (including ETFs investing in various commodity sectors), and treasury inflation protected/inflation linked bonds. Firefly Wealth may use other securities as well to help diversify a portfolio when applicable.

Written Acknowledgement of Fiduciary Status

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

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

C. Client Tailored Services and Client Imposed Restrictions

Firefly Wealth offers the same suite of services to all of its clients. However, specific client investment strategies and their implementation are dependent upon the client Investment Policy Statement which outlines each client's current situation (income, tax levels, and risk tolerance levels). Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent Firefly Wealth from properly servicing the client account, or if the restrictions would require Firefly Wealth to deviate from its standard suite of services, Firefly Wealth reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees and transaction costs. Firefly Wealth does not participate in wrap fee programs.

E. Assets Under Management

Firefly Wealth has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$60,000.00	\$0.00	March 2025

Item 5: Fees and Compensation

A. Fee Schedule

As set forth in your Agreement, we may charge you a percentage based on the assets under our management ("AUM"), fixed fees with an annual adjustment of an agreed-upon percentage, or a combination of AUM and fixed fees. All fee arrangements are subject to negotiation and fees for similarly situated clients may differ for a variety of reasons. Please see your Agreement for the fees applicable to your account.

Discretionary Portfolio Management Fees

Total Assets Under Management	Annual Fees
All Assets	0.5% - 1.5%

An average of the daily balance in the client's account under Firefly's management throughout the billing period is used to determine the market value of the assets upon

which the advisory fee is based. Our minimum quarterly fee for any engagement will be \$1,250.

Clients may terminate the agreement without fee or penalty within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract generally with 30 days' written notice.

Selection of Other Advisers Fees

Firefly Wealth's portfolio management fee does not include fees charged by third-parties, such as custodians or sub-advisers. Please see section 5C, below, for further information about client responsibility for third party fees. This relationship will be memorialized in each contract between Firefly Wealth and each client, and in each contract between the client and the third-party adviser. The fees will not exceed any limit imposed by any regulatory agency.

Termination provisions for each third-party adviser will be as indicated in the client's contract with the third-party manager.

Financial Planning Fees

Fixed Fees

The negotiated fixed rate for creating client financial plans, in general, fees for financial planning begin at \$5,000.

Clients may terminate the agreement without penalty, for a full refund of Firefly Wealth's fees, within five business days of signing the Financial Planning Agreement. Thereafter, clients may terminate the Financial Planning Agreement generally upon written notice. In the instance of early termination, Firefly will refund unearned fees to the client based on the percentage of work completed by Firefly Wealth up to the effective date of termination.

B. Payment of Fees

Payment of Portfolio Management Fees

Asset-based portfolio management fees are withdrawn directly from the client's accounts with client's written authorization on a quarterly basis. Fees are paid in arrears.

Payment of Selection of Other Advisers Fees

The timing, frequency, and method of paying fees for the engagement of third-party managers will depend on the specific third-party adviser selected.

Payment of Financial Planning Fees

Financial planning fees are paid via check and wire.

Fixed financial planning fees are paid 100% in advance, but never more than six months in advance. Alternate payment plans may be accepted.

C. Client Responsibility for Third Party Fees

Clients are responsible for the payment of all third-party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by Firefly Wealth. Please see Item 12 of this brochure regarding broker-dealer/custodian.

D. Prepayment of Fees

For all asset-based fees paid in arrears, the fee due from the client will be equal to the fees due for the quarter minus the daily rate* times the number of days elapsed in the billing period from the day of termination to the end of the billing period. (*The daily rate is calculated by dividing the annual asset-based fee rate by 365.)

Fixed financial planning fees that are collected in advance will be refunded based on the prorated amount of work completed at the point of termination.

E. Outside Compensation for the Sale of Securities to Clients

Firefly Wealth does not accept compensation for the sale of securities to clients.

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

Firefly Wealth does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

Firefly Wealth generally provides advisory services to the following types of clients:

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

There is no account minimum for any of Firefly Wealth's services.

Item 8: Methods of Analysis, Investment Strategies, & Risk of Loss

A. Methods of Analysis and Investment Strategies

Methods of Analysis

Firefly Wealth's methods of analysis include Fundamental analysis and Modern portfolio theory.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

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

Investment Strategies

Firefly Wealth uses long-term trading.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

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

Modern portfolio theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Investment Strategies

Firefly Wealth's use of margin transactions generally holds greater risk, and clients should be aware that there is a material risk of loss using any of those strategies.

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

Selection of Other Advisers: Although Firefly Wealth will seek to select only money managers who will invest clients' assets with the highest level of integrity, Firefly Wealth's selection process cannot ensure that money managers will perform as desired and Firefly Wealth will have no control over the day-to-day operations of any of its selected money managers. Firefly Wealth would not necessarily be aware of certain activities at the underlying money manager level, including without limitation a money manager's engaging in unreported risks, investment "style drift" or even regulatory breaches or fraud.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below (leaving aside Treasury Inflation Protected/Inflation Linked Bonds) are not guaranteed or insured by the FDIC or any other government agency.

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

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

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

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

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Risks in investing in ETFs include trading risks, liquidity and shutdown risks, risks associated with a change in authorized participants and non-participation of authorized participants, risks that trading price differs from indicative net asset value (iNAV), or price fluctuation and disassociation from the index being tracked. With regard to trading risks, regular trading adds cost to your portfolio thus counteracting the low fees that one of the typical benefits of ETFs. Additionally, regular trading to beneficially “time the market” is difficult to achieve. Even paid fund managers struggle to do this every year, with the majority failing to beat the relevant indexes. With regard to liquidity and shutdown risks, not all ETFs have the same level of liquidity. Since ETFs are at least as liquid as their underlying assets, trading conditions are more accurately reflected in implied liquidity rather than the average daily volume of the ETF itself. Implied liquidity is a measure of what can potentially be traded in ETFs based on its underlying assets. ETFs are subject to market volatility and the risks of their underlying securities, which may include the risks associated with investing in smaller companies, foreign securities, commodities, and fixed income investments (as applicable). Foreign securities in particular are subject to interest rate, currency exchange rate, economic, and political risks, all of which are magnified in emerging markets. ETFs that target a small universe of securities, such as a specific region or market sector, are generally subject to greater market volatility, as well as to the specific risks associated with that sector, region, or other focus. ETFs that use derivatives, leverage, or complex investment strategies are subject to additional risks. The return of an index ETF is usually different from that of the index it tracks because of fees, expenses, and tracking error. An ETF may trade at a price above (“premium”) or below (“discount”) to its net asset value (NAV) (or indicative value in the case of exchange-traded notes), and an ETF purchased at a premium may ultimately be sold at a discount. The degree of liquidity can vary significantly from one ETF to another and losses may be magnified if no liquid market exists for the ETF’s shares when attempting to sell them. Each ETF has a unique risk profile, detailed in its prospectus, offering circular, or similar material, which should be considered carefully when making investment decisions.

Exchange-traded Real estate funds (including REITs) face several kinds of risk that are inherent in the real estate sector, which historically has experienced significant fluctuations and cycles in performance. Revenues and cash flows may be adversely affected by: changes in local real estate market conditions due to changes in national or local economic conditions or changes in local property market characteristics; competition

from other properties offering the same or similar services; changes in interest rates and in the state of the debt and equity credit markets; the ongoing need for capital improvements; changes in real estate tax rates and other operating expenses; adverse changes in governmental rules and fiscal policies; adverse changes in zoning laws; the impact of present or future environmental legislation and compliance with environmental laws.

Annuities are a retirement product for those who may have the ability to pay a premium now and want to guarantee they receive certain monthly payments or a return on investment later in the future. Annuities are contracts issued by a life insurance company designed to meet requirement or other long-term goals. An annuity is not a life insurance policy. Variable annuities are designed to be long-term investments, to meet retirement and other long-range goals. Variable annuities are not suitable for meeting short-term goals because substantial taxes and insurance company charges may apply if you withdraw your money early. Variable annuities also involve investment risks, just as mutual funds do.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

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

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

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

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Neither Firefly Wealth nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

Firefly Wealth may recommend the client engage a third-party investment adviser to manage all or a portion of the client's assets. Clients will pay Firefly Wealth its standard fee in addition to the standard fee for the advisers to which it directs those clients. This relationship will be memorialized in each contract between Firefly Wealth and each client, and in each contract between the client and the third-party adviser. The fees will not exceed any limit imposed by any regulatory agency. Firefly Wealth will always act in the best interests of the client, including when determining which third-party investment adviser to recommend to clients. Firefly Wealth will ensure that all recommended advisers are licensed or notice filed in the states in which Firefly Wealth is recommending them to clients.

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

A. Code of Ethics

Firefly Wealth has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Firefly Wealth's Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

Firefly Wealth does not recommend that clients buy or sell any security in which a related person to Firefly Wealth or Firefly Wealth has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of Firefly Wealth may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of Firefly Wealth to buy or sell the same securities before recommending the same securities to clients ("front-running"), resulting in representatives profiting from the recommendations they provide to clients. Such transactions create a conflict of interest. Firefly Wealth will always document any transactions that could be construed as conflicts of interest and will never engage in trading that front-runs or otherwise operates to the client's disadvantage when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of Firefly Wealth may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Firefly Wealth to buy or sell the same securities before recommending the same securities to clients ("front-running"), resulting in representatives profiting from the recommendations they provide to clients. Such transactions create a conflict of interest. Firefly Wealth will always document any transactions that could be construed as conflicts of interest and will never engage in trading that front-runs or otherwise operates to the client's disadvantage if representatives of Firefly Wealth buy or sell securities at or around the same time as clients.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

A specific custodians/broker-dealer will be required based on Firefly Wealth's duty to seek "best execution," which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances. Clients will not necessarily pay the lowest commission or commission equivalent, and Firefly Wealth may also consider the market expertise and research access provided by the broker-dealer/custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers that may aid in Firefly Wealth's research efforts.

Firefly Wealth will require clients to use Schwab Institutional ("Schwab"), a division of Charles Schwab & Co., Inc.

1. Research and Other Soft-Dollar Benefits

While Firefly Wealth has no formal soft dollar's program in which soft dollars are used to pay for third party services, Firefly Wealth may receive research, products, or other services from its required custodian/broker-dealer, Schwab in connection with client securities transactions ("soft dollar benefits"). Firefly Wealth may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended. There can be no assurance that any particular client will benefit from soft dollar research, whether or not the client's transactions paid for it, and Firefly Wealth does not seek to allocate benefits to client accounts proportionate to any soft dollar credits generated by the accounts. Firefly Wealth benefits by not having to produce or pay for the research, products or services, and Firefly Wealth will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that Firefly Wealth's acceptance of soft dollar benefits may result in higher commissions charged to the client.

2. Brokerage for Client Referrals

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

3. Clients Directing Which Broker/Dealer/Custodian to Use

Firefly Wealth will require clients to use a specific custodian/broker-dealer, Schwab, to execute transactions. Not all advisers require clients to use a particular broker-dealer.

B. Aggregating (Block) Trading for Multiple Client Accounts

If Firefly Wealth buys or sells the same securities on behalf of more than one client, then it may (but would be under no obligation to) aggregate or bunch such securities in a single transaction for multiple clients in order to seek more favorable prices, lower brokerage commissions, or more efficient execution. In such case, Firefly Wealth would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. Firefly Wealth would determine the appropriate number of shares and select the appropriate brokers consistent with its duty to seek best execution, except for those accounts with specific brokerage direction (if any).

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

All client accounts for Firefly Wealth's advisory services provided on an ongoing basis are reviewed at least Monthly by Joshua Levine, Chief Compliance Officer and Owner, with regard to clients' respective investment policies and risk tolerance levels. All accounts at Firefly Wealth are assigned to this reviewer.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by Joshua Levine, Owner. Financial planning clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

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

With respect to financial plans, Firefly Wealth's services will generally conclude upon delivery of the financial plan.

C. Content and Frequency of Regular Reports Provided to Clients

Each client of Firefly Wealth's advisory services provided on an ongoing basis will receive a statement, at least quarterly, detailing the client's account, including assets held, asset value, and calculation of fees. This written statement will come directly from the required custodian/broker-dealer, Schwab.

Each financial planning client will receive the financial plan upon completion.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

Pother than the soft dollar benefits disclosed below and in Item 12 above, Firefly Wealth does not receive any economic benefit, directly or indirectly from any third party for advice rendered to Firefly Wealth's clients.

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

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

Firefly Wealth's receipt of these benefits from Schwab creates a conflict of interest because it gives Firefly Wealth an incentive to require Schwab to continue receiving them. Firefly Wealth believes its requirement that clients use Schwab as their custodian/broker-dealer

is in its clients' best interest based on the services Schwab provides and the fees Schwab charges.

B. Compensation to Non - Advisory Personnel for Client Referrals

Firefly Wealth does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

When advisory fees are deducted directly from client accounts at client's custodian, Firefly Wealth will be deemed to have limited custody of client's assets and must have written authorization from the client to do so. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

Item 16: Investment Discretion

Firefly Wealth provides discretionary portfolio management services to clients. The advisory contract established with each client sets forth the discretionary authority for trading. Because investment discretion will be granted, Firefly Wealth generally manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share.

Item 17: Voting Client Securities (Proxy Voting)

Firefly Wealth will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to Firefly Wealth or the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

Firefly Wealth neither requires nor solicits prepayment of more than \$500 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither Firefly Wealth nor its management has any financial condition that is likely to reasonably impair Firefly Wealth's ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

Firefly Wealth has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisers

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

Firefly Wealth currently has only one management person: Joshua Ferber Levine. Education and business background can be found on the individual's Form ADV Part 2B brochure supplement.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Neither Firefly Wealth nor Joshua Ferber Levine are engaged in any outside business.

C. Calculation of Performance-Based Fees and Degree of Risk to Clients

Firefly Wealth does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

There are no civil, self-regulatory organization, or arbitration proceedings to report under this section.

E. Material Relationships That Management Persons Have with Issuers of Securities (If Any)

None.