

Total Clarity

Wealth Management, Inc.

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Total Clarity Vision Account

WRAP FEE BROCHURE

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This brochure provides Clients with information about Total Clarity Wealth Management, Inc. and the *Total Clarity Vision Account* program that Clients should consider before establishing a wrap fee account. This information has not been approved or verified by any governmental authority.

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Introduction

Total Clarity Wealth Management, Inc. is an investment adviser registered with the Securities and Exchange Commission. Total Clarity Wealth Management offers advice regarding mutual funds and other products such as: variable annuities, stocks, bonds, options, government securities, certificates of deposit, Unit Investment Trusts (UITs), Exchange Traded Funds (ETFs) and 529 College Savings plans. Total Clarity Wealth Management utilizes the clearing and custody services of Pershing, LLC and the Broker/Dealer services of Financial Network Investment Corporation.

Services Provided

In its capacity as a registered investment adviser, Total Clarity Wealth Management offers various advisory services as further disclosed in its Form ADV Part II and Schedule F. The various programs offered include a non-wrap fee program entitled “Total Clarity Value Account” and a wrap fee program entitled “*Total Clarity Vision Account*”.

The wrap fee program offers Clients a fee-based account for which the Client will pay a quarterly fee for portfolio review and on-going asset management services and brokerage services. Clients will have the ability to maintain an account that may contain: stocks, bonds, options, government securities, Exchange Traded Funds (ETFs), Unit Investment Trusts (UITs) and/or certain types and classes of variable annuities and mutual funds.

The *Total Clarity Vision Account* program offers Clients portfolio review and asset management services on either a discretionary or non-discretionary basis. Discretionary asset management services permit the Advisory Representative to make buys, sells and exchanges within the account as the Advisory Representative deems appropriate without obtaining Client’s prior consent of the transaction(s). Clients will need to execute a limited power of attorney granting discretionary trading authorization to Total Clarity Wealth Management and the Advisory Representative. Recommendations are submitted for Client approval unless a limited trading authorization is executed by the Client and is provided to the Adviser for approval. The Advisory Representative will be reasonably available to Client to provide advice, make recommendations and execute transactions.

Advisory Representatives will gather information on Client’s financial history, goals, objectives and financial concerns and assist Client in developing an asset allocation strategy. Client will establish an account with Pershing, LLC and deposit cash, cash equivalents and securities and engage an Advisory Representative to manage the account. Based on Client’s investment objectives, risk tolerance and financial situation, Client’s Advisory Representative will provide the level of services requested by Client (i.e. asset management on a continuous and ongoing basis or portfolio review services). Total Clarity Advisory Representatives currently do not use portfolio models but rather customize the holdings within each account based on Client’s financial history, status and risk tolerance. Therefore, strategies may vary between Clients with the same Advisory Representative as well as between Clients with different Advisory Representatives.

Minimum Account Size

Adviser generally requires a minimum amount of assets to be deposited to an account for the purpose of obtaining asset management services. Total Clarity will generally require Clients to deposit a minimum of \$10,000 (cash or securities) to a brokerage account in order to participate in investment advisory services offered by Adviser. However, under certain circumstances, Adviser may waive the minimum investment size requirement and accept Clients with less than \$10,000. Such circumstances may include but not be limited to: situations in which additional assets will soon be deposited or when Client has other accounts with Adviser, and the consolidation of these accounts for the purposes of quarterly fee calculations would bring the value of the accounts closer to a fee schedule breakpoint.

Total Clarity Wealth Management will not maintain custody or possession of Client's funds or securities, with the exception of authorized debiting or deduction of advisory fees from Client accounts. Custodial services for the managed account will be provided through Pershing, LLC

Clients are advised that performance may be affected more on smaller accounts due to the difficulties with diversifying smaller accounts and due to risk controls potentially being compromised. Smaller accounts are defined as accounts less than \$25,000. Performance of smaller accounts may vary from the performance of accounts with more dollars invested since fluctuations in the market may affect smaller accounts more.

Account Reviews

Adviser will contact Clients at least annually, or at Client's request, to discuss the Client's *Total Clarity Vision Account* investment portfolio and to update the Client's financial information should any changes have occurred. Clients may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, Advisory Representatives will recommend changes to Clients' portfolios based on many factors including: shifts in the economy, changes in the management and/or structure of a mutual fund or company in which Clients' assets are invested, and market shifts and/or corrections.

Generally the Advisory Representative who solicited Client will conduct the review. Clients are advised they should notify their Advisory Representative promptly of any changes to Client's financial goals, objectives or financial situation. Failure for Client to notify their Advisory Representative of any such changes could result in investment recommendations not meeting the needs of Client.

Fee Schedule

Advisory fees will be charged in advance on a calendar quarterly basis, based on the account balance on the last working day of the previous quarter. Upon establishment of an account, the fee will be based upon the proportion of the number of days remaining in the quarter and, thereafter, quarterly on the last working day of each calendar quarter. The initial, pro-rated fee will be charged in arrears; subsequent fees will be billed in advance. Initial advisory fees will be

collected directly from the account, provided Client has given Total Clarity Wealth Management written authorization. Advisory fees for all subsequent periods will be charged to and collected directly from the account early in the quarter.

In the event the account is opened on a day other than the first day of the quarter or closed on a day other than the last day of the quarter, the fee will be pro-rated for the period of time the account was managed by Adviser. In the event the account is closed, the fee will be calculated based on the value of the account on the date Client's assets are transferred out of the account (termination date). Total Clarity is responsible for refunding a portion of the amount of the last advisory fee collected from the Client. The refund is calculated on a pro-rata basis, from the start of the quarter up to the termination date.

Clients will be provided with a fee invoice that identifies the advisory fee, the value of the account, and from which account(s) the fee will be deducted. If the account does not contain sufficient funds to pay advisory fees, Total Clarity Wealth Management has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. Client may reimburse the account for advisory fees paid to Total Clarity Wealth Management, except for IRA accounts.

Clients may make additions to the account or withdrawals from the account, provided the account continues to meet minimum account size requirements. No fee adjustments will be made for additions or withdrawals or for account appreciation or depreciation.

Fees are negotiable and are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds. Fees are in accordance with the following blended fee schedule:

<u>Account Size</u>	<u>Maximum Annual Fee</u>
\$0 to \$50,000	2.25%
Next \$50,001 to \$100,000	2.00%
Next \$100,001 to \$250,000	1.75%
Next \$250,001 to \$500,000	1.50%
Next \$500,001 to \$1,000,000	1.25%
Next \$1,000,001 and above	1.00%

Such fees are negotiable and may vary from Client-to-Client and are detailed on the *Total Clarity Vision Account* agreement provided to the Client, but may not exceed the schedule shown above. The fee schedule is a graduated schedule. More than one fee rate may apply to the account if the total account value is \$50,001 or more at the time of valuation for the purposes of the fee calculation. Clients are advised that Total Clarity retains a portion of the advisory fees equal to 0.04% of the account value at the end of each quarter to cover administrative costs. The remainder of the fee is paid to the Advisory Representative of record.

Client accounts from one household may be consolidated to get an aggregation of account values for fee calculations. Client's annual asset management fee may then be based on an aggregate value of all accounts within the established household. This practice varies by Advisory

Representative so Client could pay more or less for management services depending on the Advisory Representative they select.

In addition to the advisory fee, a custodial service fee of \$4.00 per transaction may be applicable for certain mutual funds in *Total Clarity Vision Accounts*. Adviser and Advisory Representative do not share in any portion of such fees or control these fees. Clients are advised some Advisory Representatives may choose to cover the \$4 cost for their Clients; however, this is up to the discretion of each Advisory Representative. If these costs are covered by the Advisory Representative they are refunded back at the end of each quarter to the account from which the management fees are pulled.

Additionally, Client may pay additional fees to the mutual fund they purchase. Such fees are not shared with Total Clarity Wealth Management and are compensation to the fund-manager. Certain "no load" fund shares may be required to be held for a minimum time period, generally for six months. In the event that such shares are redeemed prior to the end of the minimum holding period, they may be subject to a redemption fee. The fee may be assessed by Pershing, LLC, or directly by the mutual fund sponsors as described in their prospectuses. Such fees are not shared with Adviser and are compensation to the fund-manager. Clients should read the mutual fund prospectus prior to investing.

As previously indicated, Adviser offers a non-wrap fee program, the "Total Clarity Value Account". In addition to asset management fees, transaction charges may be assessed by Pershing, LLC or directly by mutual fund sponsors as described in the prospectus. A custodial service fee of \$4.00 per transaction, as well as other miscellaneous charges may be applicable to certain transactions within Total Clarity Value Accounts. These charges and fees are not covered by Total Clarity or the Advisory Representative in the Total Clarity Value Account. The fee Schedule for the Total Clarity Value Accounts is therefore lower than for the *Total Clarity Vision Accounts*. Other aspects of the Total Clarity Value Accounts are the same as for the *Total Clarity Vision Accounts*.

See Form ADV Part II and Schedule F for further details.

Additional Compensation

Advisory Representatives may receive payments from certain mutual funds pursuant to a 12b-1 distribution plan or other such plans as described in the fund's prospectus. In addition, for investments that exceed \$1 million into a fund family, Advisory Representatives may receive payments as described in the fund's prospectus usually ranging from .25 - 1.00%. In the event Clients elect to redeem shares out of the fund family within twelve to twenty four months, depending upon the funds utilized, Client may incur a contingent deferred sales charge. Otherwise, these shares will incur no sales charge. As a consequence, Advisory Representatives may have a greater incentive to recommend certain funds than other funds offered.

Termination of the *Total Clarity Vision Account* Program

Clients may terminate the *Total Clarity Vision Account* program, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Total Clarity Wealth Management. Client will be responsible for any fees or charges incurred by Client from third parties as a result of maintaining the account, such as account maintenance or custodial fees. Thereafter, Client may terminate investment advisory services upon Total Clarity Wealth Management's receipt of a 15- day written notice to terminate the account. If Client chooses to terminate an account within the first calendar year after the account is opened, the Client agrees to pay a fee ("administrative fee") of two hundred dollars (\$200) to defray initial account setup and administrative costs. Such fee may be paid in the same manner as the Asset-based fee. Total Clarity may waive said "administrative fee" at its sole discretion. The value of the account on the date that assets are transferred out of the account (account termination date) will be used to determine whether a refund is due to Client.

Restrictions, Limitations or Conflicts on Additional Deposits

Clients may deposit assets on which a commission was previously paid, including mutual funds on which a sales charge was paid, to a fee-based account. However, Adviser generally does not permit securities purchased on a commission basis to be transferred into a fee-based account for a minimum 2 year period after the securities were purchased if the Advisory representative of record received the commission. Clients who want to transfer securities purchased on a commission basis within the last two years to a fee-based account, will be required to execute an acknowledgment that they understand that commissions and advisory fees will be paid on the security based on the fee schedule disclosed above. This acknowledgement is not required if the securities were purchased by an outside firm and representative and are being transferred into a *Vision* or *Value* account under the management of an Advisory Representative.

Conflicts of Interest

The *Total Clarity Vision Account* program may cost the Client more or less than if the Client purchased services separately. Costs that may affect the services if obtained separately or that the Client may control if services are purchased separately include trading costs and the asset management fee. Additionally, Client is advised that a wrap fee account, as compared with a traditional commission based account, may be more costly to Client, particularly during periods when trading activity is less. Consequently, Clients may find that maintaining the wrap fee account may result in a higher annual cost. During periods when trading activity is heavier, such as when the account is first opened and during periods of increased market movements, wrap fee accounts may result in lower annual costs.

Advisory Representatives recommending Clients participate in the *Total Clarity Vision Account* program will receive compensation as a result of a Client's participation in the program. The amount of compensation paid to Total Clarity Wealth Management and the Advisory Representative may be more than what Total Clarity Wealth Management and the Advisory

Representative would have received if the Client participated in other programs available through another broker/dealer or paid separately for investment advice, brokerage and other services.

Clients are advised that Advisory Representatives may have a financial incentive to recommend the wrap fee program (i.e., *Total Clarity Vision Account*) over other programs or services. Total Clarity Wealth Management and Advisory Representatives may buy or sell securities that are also recommended and bought or sold to Clients. Therefore, Total Clarity Wealth Management, its officers, directors, employees and Advisory Representatives may not trade ahead of Clients or trade in such a way as to obtain a better price for themselves than for Clients.

Material Arrangements

Total Clarity Wealth Management has arrangements with Pershing, LLC and Financial Network Investment Corporation. Adviser may receive research services indirectly from both entities as a result of securities transactions being executed. Such research services may be used to provide investment advisory services to all Clients.

Additionally, Adviser has a relationship with The Stuart Legacy Alliance, LLC, and its owner Michael Stuart who is also an Advisory Representative. Mr. Stuart is available to provide legal and estate planning services to Clients. Clients are under no obligation to utilize the services of Mr. Stuart or The Stuart Legacy Alliance, LLC. However, should Client choose to utilize those services, fees for such services are separate and distinct from any advisory services offered by Adviser and Mr. Stuart in his capacity as an Advisory Representative. Adviser will not share in any compensation derived from The Stuart Legacy Alliance, LLC or Michael Stuart when acting in a legal capacity.

Principal owners and officers of Total Clarity Wealth Management, Inc. are also owners of Allicino Partners, LLC, an accounting firm. Advisory Representatives may refer Clients to Allicino Partners, which may result in a conflict of interest, whereby owners may benefit from Clients utilizing services of both companies.

Types of Clients

Total Clarity Wealth Management generally offers the *Total Clarity Vision Account* program to individuals, non-ERISA retirement plans, trusts, estates, charitable organizations, and corporations and other similar business entities.

Education and Business Standards

In order to offer the *Total Clarity Vision Account* program Advisory Representatives must have obtained a passing score (generally, 70%) on the securities examinations required by the jurisdictions in which investment advisory business will be offered. Additionally, all associates of Adviser that perform research functions or monitor Client accounts must have a college degree or equivalent work experience in the investment, financial services or accounting arena. Total Clarity Wealth Management does not offer the *Total Clarity Vision Account* program to other investment advisers.

Principal Officer Education and Business Background Information

The following is the educational and business backgrounds of the principal executive officers and Advisory Representatives of Total Clarity Wealth Management.

Terrance (Terry) P. Murphy Year of Birth: 1962

Education:

State University of New York, Albany, NY – attended from 1986 to 1990, graduated in 1990 with a BS degree in Political Science and History.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: President - 07/2006 to Present/Advisory Representative – 04/2007 to Present.

Wall Street Financial Advisors, Inc. a financial services firm – position: President – 11/2000 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 11/2000 to Present.

Met Life and Met Life Securities, a broker/dealer and insurance company – position: Registered Representative/Insurance Agent – 03/1991 to 10/2000.

Brent D. Fields Year of Birth: 1972

Education:

Western Illinois University, Macomb, IL – attended from 1990 to 1992.

University of Illinois at Urbana-Champaign, Champaign, IL – attended from 1992 to 1994, graduated in 1994 with a BS degree in Accounting.

Ozark Christian College, Joplin, MO – attended from 1996 to 1997.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Advisory Representative – 04/2007 to Present.

Fields Financial Services, Inc. a financial services firm – position: President – 06/2004 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 10/2001 to Present.

Waddell & Reed – position: Financial Advisor – 1998 to 2001

Ernst & Young, LLP – position: Staff Accountant – 1994 to 1996

Douglas E. Glick Year of Birth: 1968

Education:

Cornell University, Ithaca, NY – attended from 1986 to 1990, graduated in 1990 with a BA degree in Economics and Asian Studies.

University of Chicago, Chicago, IL – attended from 1992 to 1995, graduated in 1995 with a JD degree in Law.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Advisory Representative – 04/2007 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 06/2005 to Present.

Humint Solutions, LLC, a business intelligence consultancy firm – position: General Counsel – 07/2003 to Present.

Latham & Watkins, a law firm – position: Attorney – 11/2000 to 05/2003.

John D. Lederleitner

Year of Birth: 1964

Education:

University of Illinois, Chicago, IL – attended from 1984 to 1987, graduated in 1987 with a degree in Management.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Advisory Representative – 01/2009 to Present

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative – 08/2007 to Present

General Binding Corporation, a product manufacturer – position: Credit Manager
11/1996 to 01/2009

Janis S. Sleeter

Year of Birth: 1948

Education:

Vanderbilt University, Nashville, TN – attended from 1966 to 1970, graduated in 1970 with a BA degree in Mathematics.

Karl Franzen University Medical School, Graz, Austria – attended from 1971 to 1973.

Northwestern University Kellogg School of Management, Evanston, IL – attended from 1975 to 1976, graduated in 1976 with an MBA in Management.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Advisory Representative – 04/2007 to Present.

Heartland Capital Resources, a financial services firm – position: Chairman – 10/1992 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 07/1998 to Present.

Allied Van Lines, a moving and storage company – position: Manager, Corporate Financial Services – 05/1984 to 08/1992.

Tom H. Sleeter

Year of Birth: 1948

Education:

Michigan State University, Lansing, MI – attended from 1966 to 1970, graduated in 1970 with a BA degree in Economics.

University of Chicago, Chicago, IL – attended from 1970 to 1973, graduated in 1973 with an MBA.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Chief Investment Officer/Advisory Representative – 04/2007 to Present.

Heartland Capital Resources, a financial services firm – position: President – 01/1993 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 01/1999 to Present.

Health Directions, a healthcare consulting firm – position: Vice President/CFO – 09/1991 to 06/1992.

USG Corporation – position: Director of Investor Relations – 1984 to 1991.

USG Corporation – position: Director of Pension Investments – 1988 to 1991.

Michael G. Stuart

Year of Birth: 1951

Education:

Northeastern University, Boston, MA – attended from 1969 to 1971.

Pace University, Pleasantville, NY – attended from 1971 to 1973, graduated in 1973 with a BBA degree in Accounting, EDP.

Pace University School of Law, White Plains, NY – attended from 1976 to 1980, graduated in 1980 with a JD in Law.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Advisory Representative – 04/2007 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 02/2005 to Present.

The Stuart Legacy Alliance, LLC a law firm – position: attorney – 07/2004 to Present.

Anthony Madonian & Assoc., a law firm – position: attorney – 07/2001 to 07/2004.

AXA Advisors, LLC, a broker/dealer – position: Registered Representative – 07/1999 to 09/2004.

Jeanne M. Tackett

Year of Birth: 1962

Education:

University of Wisconsin-Madison, Madison, WI – attended from 1980 to 1984, graduated in 1984 with a BS degree in Chemical Engineering.

Xavier University, Cincinnati, OH – attended from 1991 to 1993, graduated in 1993 with an MBA degree.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Operations Manager/Shareholder/Advisory Representative – 04/2007 to Present.

Wall Street Financial Advisors, Inc. a financial services firm – Operations Manager 01/2006 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative - 12/2006 to Present.
03/2006.

Homemaker, – 12/1995 to 11/2004.

Intec Corp., an injection molder company – position: Project Manager, – 03/1994 to 12/1995.

General Motors., an automotive manufacturing company – position: Project Manager – 10/1981 to 03/1994.

Frederick Wayne Walschot

Year of Birth: 1953

Education:

University of Illinois, Champaign, IL – attended from 1972 to 1976, graduated in 1976 with a BS degree in Chemistry.

Northwestern University Kellogg School of Management, Evanston, IL – studied Executive Management Training in 1995.

Business Background:

Total Clarity Wealth Management, Inc., an investment adviser – position: Vice President/Shareholder/ Advisory Representative – 04/2007 to Present.

American Capital Management, a financial services firm – position: President – 01/2005 to Present.

Financial Network Investment Corporation, a broker/dealer – position: Registered Representative/Advisory Representative – 09/2001 to Present.

Waddell & Reed, a broker/dealer – position: Registered Representative – 11/1999 to 09/2001.

American Electric Power, a power supply company – position: Corrective Action Manager – 06/1998 to 07/1999.

Commonwealth Edison, a power supply company – position: Senior Supervising Engineer – 08/1976 to 05/1998.

The level of experience of Advisory Representatives will vary.

Participation or Interest in Transactions

Total Clarity Wealth Management will not act as principal in any transactions involving Total Clarity Wealth Management's *Total Clarity Vision Accounts*. Total Clarity Wealth Management will not act as a broker for any other person and/or Client participating in the *Total Clarity Vision Account* program, where Total Clarity will facilitate a purchase or sale of securities between Clients (agency cross- transactions).

Privacy Notice

Total Clarity Wealth Management gathers a variety of nonpublic information from Clients in order to provide advisory products and services. Total Clarity Wealth Management does not share nonpublic information with non-affiliated third parties except for the following, or if required by law: Financial Network Investment Corporation in its capacity as broker/dealer, Pershing, LLC in its capacity as custodian, Interactive Advisory Software for portfolio reporting, and Docupace for electronic document storage. This information is shared not only with the Advisory Representative of record but with Adviser and various staff members with a need to know such information because of their responsibilities of: managing the account, providing oversight or administrative services, monitoring compliance, bookkeeping, or other duties and responsibilities that assist in the maintenance of Adviser. Clients will be provided with a copy of Total Clarity Wealth Management's privacy policy upon establishment of a Client relationship with Total Clarity Wealth Management and annually thereafter as long as Client remains an active Client.

Warrantees/Representations

Total Clarity Wealth Management does not represent, warrantee or imply that the services or methods of analyses used by Total Clarity Wealth Management can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to major market corrections or crashes. No guarantees can be offered that Client's goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Total Clarity Wealth Management will provide a better return than other investment strategies.

Proxy Voting

Adviser does not vote proxy material for Clients. Each Client is responsible for voting all proxy materials.