Item 1 – Cover Page

Atria Investments, Inc.

also conducting business as

Adhesion Wealth Advisor Solutions

5925 Carnegie Blvd., Suite 500
Charlotte, NC 28209
888.295.8351

www.adhesionwealth.com

March 30, 2023

This brochure provides information about the qualifications and business practices of Atria Investments, Inc. which uses the "doing business as" name of Adhesion Wealth Advisor Solutions ("Adhesion"). If you have any questions about the contents of this brochure, please contact us at (888) 295-8351. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Atria Investments, Inc. is also available at the SEC's website at www.adviserinfo.sec.gov.

We are a registered investment adviser with the Securities and Exchange Commission. Our registration as an investment adviser does not imply any level of skill or training. The oral and written communications we provide to you, including this disclosure brochure, is information you use to evaluate us (and other advisers) which are factors in your decision to hire us or to continue to maintain a mutually beneficial relationship.

Item 2 – Material Changes

This section of the brochure discusses only the material changes that have occurred since Adhesion's last annual amendment. Since the last annual amendment on March 31, 2022, the following sections were revised:

Item 4: The section was updated to reflect Adhesion's acquisition by AssetMark Financial Holdings, Inc. on December 14, 2022. Vestmark, Inc. is no longer an owner of Adhesion.

Item 8: Tax-Aware Investing Risk was added to the list of risks.

Item 10: The section was updated to remove affiliates Vestmark, Inc. and its subsidiary Vestmark Advisory Solutions and add several subsidiaries of AssetMark Financial Holdings, Inc. as affiliates.

Your Financial Advisor will be notified whenever this Brochure is updated and will be provided with an electronic copy. Your Financial Advisor is responsible for providing you with a copy of this Brochure when you and your Financial Advisor first elect to utilize the services of Adhesion and whenever it is updated. In addition to your Financial Advisor's responsibility above you may directly retrieve a copy of this Brochure at any time from the SEC Website at www.adviserinfo.sec.gov or you may contact us at (888) 295-8351.

Item 3 - Table of Contents

Item 4 – Advisory Business

Description of Advisory Services:

Overlay Portfolio Management Services.

We are a registered investment adviser with the U.S. Securities and Exchange Commission, currently providing sub-advisory services to other registered investment advisors (“Financial Advisors”), either directly or through a third party sponsored program. As of the date of this brochure, we have approximately $8.34 billion in discretionary assets under management as of December 31, 2022. We are a wholly owned subsidiary of AssetMark Financial Holdings, Inc. (“AssetMark”). On December 14, 2022, AssetMark completed the previously announced acquisition of all of the equity interests in Adhesion Wealth Advisor Solutions. AssetMark is an indirect subsidiary of Huatai Securities, Co., Ltd. (“HTSC”). HTSC is a financial services and securities brokerage firm, incorporated in China and listed on the Shanghai and Hong Kong stock exchanges, with global depository receipts (“GDRs”) listed on the London Stock Exchange. Entities incorporated in China may be subject to China’s laws and regulations that differ from those in the United States. AssetMark Financial Holdings, Inc., is publicly listed on the New York Exchange (ticker: AMK).

Our sub-advisory services are typically referred to as overlay portfolio management (“OPM”), where we generally implement the investment instructions provided by your Financial Advisor for your account(s) through ongoing monitoring, rebalancing and trading. We provide OPM Services directly to Financial Advisors under the terms of an advisor services agreement, and to Financial Advisors through programs sponsored by a third party (e.g., a broker-dealer). As far as you are concerned, our OPM Services are considered *impersonal investment advice* (which means that these services are not tailored to meet the needs of the objectives of specific individuals or accounts).

Investment instructions are generally communicated to us in the form of asset allocation strategies (“Strategies”). We refer to a strategy’s creator as a “Strategist”. In many cases, your Financial Advisor will create the Strategy for your account. Alternatively, your Financial Advisor may elect to employ a Strategy from a third-party Strategist, also a registered investment advisor, for your account. Please refer to your Financial Advisor’s brochure for details regarding the services they provide, and the services of any third parties they may employ.

Strategies are comprised of a model portfolio (“Model”) or a weighted combination of multiple Models, as determined by the Strategist. A Model represents the investment recommendations of a “Manager”, in the form of a list of securities to hold and the relative weight of each. The Models of third-party asset Managers, themselves registered investment advisors, may also be included in your account’s Strategy. We or your Financial Advisor may also be one of the Managers providing one or more of the Models for your account’s Strategy. Your account’s Strategist is responsible for researching and evaluating Managers, and selecting the specific Models employed in your account’s Strategy. The responsibilities of the third-party Strategists and Managers with respect to your account are limited to providing generalized, non-discretionary investment advice. These limitations are further discussed in schedules attached to our services agreement with your Financial Advisor.

You will never be in direct contact with us. It is your Financial Advisor who remains solely responsible for understanding your individual financial situation, investment goals and objectives, qualification, time horizon, portfolio liquidity and concentration, and tolerance for risk as well as any investment limitations and reasonable restrictions for your account. Based upon this knowledge, your Financial Advisor selects a suitable Strategy for your account. Your Financial Advisor is solely responsible for maintaining communication with you to monitor your investment objectives and any changes in your individual circumstances, and for communicating any changes in your situation to us in the form of a suitable Strategy selected for your account. Any questions you may have regarding the Strategy employed for your account, the Manager Models comprising the Strategy, their suitability for your individual financial situation, or the fees charged should be directed solely to your Financial Advisor.

In our provision of OPM Services, we require discretionary authority to implement the investment instructions specified by your Financial Advisor for your account via the purchasing and selling of securities. This authority is in addition to the authority you grant your Financial Advisor over your accounts. You grant us this discretionary authority through the custodian broker-dealer who holds your account. Through the custodian's paperwork you typically designate us to be the "manager" or "sub-advisor" for your account. With this authority we monitor your account to assess ongoing conformity to the Strategy selected by your Financial Advisor. If your account varies from the Strategy beyond a tolerance specified by the Strategist, we will make appropriate and necessary adjustments to bring your account back into conformity.

Please bear in mind that your Financial Advisor solely determines whether our OPM Services are suitable for you. You, or your Financial Advisor, may terminate our OPM Services for your account at any time.

<u>OPM Services Through Third-Party Sponsored Programs</u>. We may also provide OPM Services for third-party sponsored programs ("Programs") sponsored by registered broker-dealer firms, banks or trust companies not affiliated with us (the "Sponsors"). We are not considered a Program Sponsor. The Programs offer portfolio advisory and professionally managed investment account services through intermediary Financial Advisors whose individual and institutional clients open brokerage accounts through the Sponsor and agree to sub-advisory services provided by us. The Sponsor is responsible for identifying and selecting those Strategists and Managers that will participate in the Program. The Sponsor will provide appropriate information to Financial Advisors regarding the investment discipline and/or approach for the Strategists and Managers, and any changes that may occur.

The Sponsor is responsible for reviewing the performance of all Strategists and Managers and making recommendations to Financial Advisors with respect to their selection and retention. The Financial Advisor maintains full discretionary authority to hire and fire the Strategists and Managers on behalf of their clients. The Financial Advisor will determine whether the Program and the individual Strategists and Managers are suitable for your individual circumstances and needs.

Tax Overlay Management Services.

If selected by your Financial Advisor, we will also provide Tax Overlay Management services to your account. In providing Tax Overlay Management services, we consider the tax consequences of transactions in your account and will adjust our OPM Services in the context of such consequences. We attempt to accomplish tax-aware investment management through gain-loss matching, harvesting losses and/or gains, deferring gains until securities reach preferential tax status, and avoiding imprudent wash sale transactions, and, as necessary and based on information received from your Financial Advisor, incorporating external events into investment decisions. The end goal is to improve the after-tax return while staying as consistent as possible with the risk/return characteristics of your account's Strategy.

In providing Tax Overlay Management services, we consider the tax consequences of a transaction as just one of multiple factors to be weighed against the benefits of the transaction. As a result, we may in certain circumstances effect a transaction even though, for example, the transaction may generate a wash sale transaction or short-term taxable gains. Our ability to improve your after-tax return depends on various factors beyond our control including economic and market conditions, regulatory changes, actions taken by your custodian broker-dealer, the specifics of your account's Strategy and its constituent Models, your tax circumstances and mandates as communicated by your Financial Advisor. Tax Overlay Management may cause the actual performance in your account to vary from the "stated" performance of the Strategy's Manager.

Tax Overlay Management services are provided solely in connection the OPM Services provided to your account. We do not provide general tax planning advice or services. To provide Tax Overlay Management services, we rely solely on the information provided by your Financial Advisor and your custodian broker-dealer. If that information is inaccurate, incomplete or not timely, our ability to provide Tax Overlay Management may be adversely affected. We make no guarantee that taxes in your account will be reduced. If an account contains mutual funds and/or exchange traded funds ("ETFs"), our Tax Overlay Management services are generally applied on the portion of your account containing equity securities and not to the portion that consists predominantly of mutual funds and/or ETFs.

We generally accept tax gain and loss harvesting requests from Financial Advisors for accounts receiving Tax Overlay Management services, subject to certain limitations, such as amount, timing and the potential effect on the likely effect of the potential tax harvesting transactions on the accounts. The details of gain and loss harvesting are agreed to between us and your Financial Advisor. You should contact your Financial Advisor for specific information. If accepted by us, the transactions executed due to a tax gain or loss harvesting request may affect the future management of your account and may specifically result in us temporarily deviating from your account's Strategy.

Tax Overlay Management is available only to U.S. account holders. By default, accounts are managed without Tax Overlay Management Services unless specifically elected by your Financial Advisor.

Other Information About Our OPM Services.

Supported Custodians

Our OPM Services are only available to Financial Advisors whose client accounts are held at one of the following supported custodian broker-dealers ("Supported Custodians"): TD Ameritrade Institutional ("TD Ameritrade"), Schwab Advisor Services ("Schwab"), Fidelity Institutional Wealth Services ("Fidelity), Pershing Advisor Solutions ("Pershing"), Royal Bank of Canada (RBC), or TradePMR Advisor Services ("TradePMR"), although we may in the future accept other custodian brokers. We have arranged with these Supported Custodians the capability to electronically place securities brokerage orders on behalf of your account(s). This electronic trading capability is generally required for effective provision of our OPM Services.

Client-Specific Restrictions. Your Financial Advisor may instruct us to restrict from your account securities specific companies or industries or restrict the sale of certain securities held in your account. In the case of industry restrictions, we rely on third-party providers for industry classification data and make no guarantee as to the accuracy of such third-party information. Changes may occur that affect the industry classification of a security and we will make reasonable efforts to implement those changes in a timely manner. In general, we may implement restrictions by taking one or both of the following actions: (A) increasing the relative proportions of other securities to replace the restricted securities and/or (B) increasing money market or cash positions in your account, all as determined by us in our sole discretion. Such restrictions imposed on your account would likely cause your account's performance to differ from the "stated" performance of the Strategy's Models.

We will reimburse a client account for losses resulting from errors by us in its administration, but not credit accounts for errors by us in its administration resulting in market gains. The gains and losses are reconciled within our error accounts with Supported Custodians and the net gains and losses may be retained by us.

Investable Index Series

Our Investable Index Series was designed to provide your Financial Advisor with Model options that behave in a manner similar to a broad-market index while, at the same time, allowing for customization and active overlay management techniques through individual security ownership.

Your Financial Advisor may utilize these Models to serve several construction objectives inside your portfolios. Your Financial Advisor may wish to use these Models as a core module inside of a larger core/satellite portfolio. These Models may also be suitable as a starting point to express your preferences for lifestyle- or religious-specific customizations that could otherwise not be expressed through a pooled vehicle such as an ETF or Mutual Fund. Finally, these Models may be utilized as a tax-aware module within your portfolio where tax lots may be loss-harvested (see Tax Overlay Management Services) while at the same time demonstrating index-like tracking characteristics. While the Models themselves are not managed in a tax-sensitive fashion, the structure can help facilitate more effective tax management as it permits individual tax lot ownership.

Item 5 – Fees and Compensation

OPM Fees. We will receive an OPM Fee for the OPM Services performed for your account. Our OPM Fee is based on the average daily balance of your account over the billing period.

Our OPM Fee rate will typically range from 0.03% to 0.20% per annum, depending upon the value of your account and the composition of the set of Strategies utilized by your Financial Advisor. If Tax Overlay Management services are elected, 0.02% to 0.10% is typically added to the OPM Fee rate. OPM Fee rates may be negotiated by your Financial Advisor.

We do not impose a minimum account size for our OPM Services. However, we do impose a minimum OPM Fee. Specific fee rates and minimums are outlined in the advisory services agreement between us and your Financial Advisor.

Strategist and Manager Fees. In addition to our OPM Fee, each third-party Strategist and/or Manager related to your account's assigned Strategy will receive a fee. If applicable, the Strategist Fee is based on the average daily balance of your account over the billing period. If applicable, each Manager Fee is based on the average daily balance of the portion of your account associated with that Manager's Model, per your account's Strategy, over the billing period. Fee rates are specified by each Manager and Strategist, but may be negotiated by your Financial Advisor, as disclosed to your Financial Advisor.

Fee rates are as follows:

- Third-party Strategist Fee rates typically range from 0.05% to 0.20% per annum.
- Third-party Manager Fee rates typically range from 0.05% to 1.45% per annum.
- Manager Fee rates for our Investable Index Series range from 0.08% to 0.18% per annum.

Your Financial Advisor may or may not charge a separate Manager Fee rate for any Models they provide. Please refer to your Financial Advisor's services agreement and disclosures.

Account Fee. The total Account Fee is typically the sum of our OPM Fee plus any applicable Strategist and Manager Fees.

Our Account Fee is separate and distinct from fees charged by your Financial Advisor. Please refer to your Financial Advisor's firm disclosure brochure regarding their fee policies and practices.

Fee Calculations

Billing periods are typically a calendar quarter. At the beginning of a billing period, each account will incur an estimated Account Fee payable in advance. The estimated Account Fee for your account is calculated by multiplying the value of the account on the first day of the billing period by the applicable rates for OPM Fee, Manager Fee and Strategist Fee.

At the end of the billing period, an actual Account Fee for your account is calculated by multiplying your account's average daily balance by the applicable rates for OPM Fee, Manager Fee, and Strategist Fee. The actual Account Fee at the end of the period can vary from the estimated Account Fee from the beginning of the period due to a number of factors including, but not limited to, change in assigned Strategy for the account by your Financial Advisor, changes in the composition of Models within the Strategy by the Strategist, variations in value of account assets affiliated with each Model due to normal market fluctuations, or the election of a Tax Overlay Management option by your Financial Advisor.

At the end of each billing period, reconciliation occurs between the actual Account Fee and the estimated Account Fee incurred at the beginning of the billing period. The difference between the two is calculated and applied a debit or credit to the estimated Account Fee for the billing period just commencing.

For new accounts enrolled for OPM Services during a billing period, a pro rata estimated Account Fee may be debited shortly after the new account is activated. Regardless, the actual Account Fee calculated at the end of the period will be prorated for the number of days your account was active. Per the end of billing process summarized above, the actual Account Fee at the end of the period will be reconciled against any estimated fee collected from new accounts.

If you or your Financial Advisor terminate OPM Services for an account, the actual Account Fee calculated at the end of the billing period will be the prorated portion for the number of days active during the period. If, after comparing the actual to estimate Account Fee, there is a resultant fee credit due, we will automatically initiate a refund to your account through the account custodian. If the Account Fee was paid by your Financial Advisor instead of through direct debit of your account, that credit will accrue to your Financial Advisor. In that case, please refer to your Financial Advisor's disclosure brochure regarding their fee credit policies.

All Account Fees are payable solely to us. We are responsible for the disbursement of any Manager, Strategist and Advisor/Platform Fees. Typically, within five business days following the end of a billing period, we will notify your custodian of the amount of the Account Fee due and payable to us. The custodian does not validate or check our fee, its calculation or the assets on which the fee is based. They will deduct the Account Fee from your account.

Account Fee payments will generally be made through the redemption of money market fund shares or cash positions maintained in your account. If insufficient cash funds exist in your account to meet your Account Fee obligations, securities in your account may be sold (the selection of which is in our sole discretion) in order to generate sufficient cash with which to cover the debit balance. We anticipate the Strategy selected for your account by your Financial Advisor will allocate a sufficient portion of the assets in your account to cash or money market positions in order to avoid such liquidations.

Each month, you should receive a statement directly from your custodian showing all transactions, positions and credits/debits into or from your account; the statements after the quarter end will reflect these transactions, including the investment management fee paid by you to us.

In certain situations, your Financial Advisor may elect to be sent an invoice for your Account Fee instead of direct deduction from your account. This may occur when the fee your Financial Advisor charges you includes the cost of investment management services such as those assessed by our Firm. Please contact your Financial Advisor for details regarding their fee practices.

OPM Services through Programs

Our fees for sub-advising Programs for Sponsors are individually negotiated and are traditionally a variable dollar charge to the Sponsor based on aggregate assets in the program. Sponsors typically charge their clients a wrap fee for all services. The services provided by us, and the fees received by us generally differ from Sponsor to Sponsor and Program to Program. In these Programs, Sponsors generally establish account fees for their Programs and in some cases may negotiate fees with certain clients. Our OPM Services may be available at a lower overall cost to the client in some of these Programs.

Additional Fees and Expenses

Advisory fees payable to us do not include all the fees you will pay when we purchase or sell securities for your account(s). The following list of fees or expenses are what you may pay directly to third parties, whether a security is being purchased, sold or held in your account(s) under our management. Fees charged are by the broker dealer/custodian.

We do not receive, directly or indirectly, any of these fees charged to you. They are paid to your broker, custodian or the mutual fund or other investment you hold. The fees include:

- Brokerage commissions;
- Transaction fees;
- Exchange or SEC fees;
- Advisory fees or administrative fees charged by Mutual Funds (MFs), Exchange Traded Funds (ETFs);
- Advisory fees charged by sub-advisers (if any are used for your account);
- Custodial Fees;
- Deferred sales charges (on MFs or annuities);
- Odd-Lot differentials;
- Deferred sales charges (charged by MFs);
- Transfer taxes;
- Wire transfer and electronic fund processing fees;
- Trade away fees, and

- Commissions or mark-ups/mark-downs on security transactions.

Our employees do not receive any compensation (directly or indirectly) from the sale of securities or investments that are purchased or sold for your account or to which we provide consulting expertise/services. As a result, we are a “fee-only” investment adviser. We do not have any potential or existing conflicts of interest present that relate to additional (and undisclosed) compensation from you or your managed assets.

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

The OPM Fee we charge is not based upon a share of the capital appreciation of the funds or securities in your account (known as performance-based fees). Our OPM Fee is charged only as disclosed in Item 5.

Item 7 – Types of Clients

We provide our services to SEC-registered investment advisers, state-registered investment advisers and Financial Advisors, either directly or through a third-party sponsored program. Adhesion does not furnish its advisory services directly to natural persons that may be included in the SEC's definition of "retail investors." Accordingly, Adhesion does not produce or supply its investors with a Form CRS.

We do not impose a minimum account size for our services. However, we do impose a minimum OPM Fee as described in Item 5.

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

Methods of Analysis:

As the OPM service provider, we implement the asset allocation Strategy assigned to your account by your Financial Advisor.

We, as the OPM service provider, utilize the specified Strategies and Models, along with proprietary analytical methodologies and proprietary tax management technology, in determining how to implement your account's Strategy.

Investment Strategies:

We make Strategy implementation decisions as a tradeoff between the goal of tracking as closely as possible to the designated Strategy and the implicit transaction costs associated with that goal, including the tax cost if tax management services have been selected. Our portfolio management team is solely responsible for the day-to-day implementation decisions for all client accounts.

Risk of Loss

All investments in securities include a risk of loss of your principal (invested amount) and any profits that have not been realized (securities not sold to "lock in" the profit). Financial markets fluctuate substantially over time, and performance of any investment or strategy is not guaranteed. As a result, there is a risk of loss of the assets we manage that you should be prepared to bear. Our job is to do our very best in the implementation of the Strategy selected by your Financial Advisor. There cannot be a guarantee of any level of performance or that you will not experience a loss of your account assets.

Market Risks
The profitability of a significant portion of our recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks and bonds. There can be no assurance that we will be able to predict those price movements accurately.

Volatility Risks
The prices and values of investments can be highly volatile, and are influenced by, among other things, interest rates, general economic conditions, the condition of the financial markets, the financial condition of the issuers of such assets, changing supply and demand relationships, and programs and policies of governments.

Cash Management Risks
The Firm may invest some of a client's assets temporarily in money market funds or other

similar types of investments, during which time an advisory account may be prevented from achieving its investment objective.

Equity-Related Securities and Instruments
The Firm invests in common stocks of U.S. issuers traded on national securities exchanges. The value of equity securities varies in response to many factors. These factors include, without limitation, factors specific to an issuer and factors specific to the industry in which the issuer participates. Individual companies may report poor results or be negatively affected by industry and/or economic trends and developments, and the stock prices of such companies may suffer a decline in response. In addition, equity securities are subject to stock risk, which is the risk that stock prices historically rise and fall in periodic cycles. U.S. stock markets have experienced periods of substantial price volatility in the past and may do so again in the future. In addition, investments in small-capitalization, mid-capitalization and financially distressed companies may be subject to more abrupt or erratic price movements and may lack sufficient market liquidity, and these issuers often face greater business risks.

Mutual Funds and ETFs
An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to actual NAV.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed based ETFs and potentially more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their pro rata NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 20,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Portfolio Turnover Risk

Portfolio turnover refers to the rate at which investments are replaced. The higher the rate, the higher the transactional and brokerage costs associated with the turnover which may reduce the return, unless the securities traded can be bought and sold without corresponding commission costs. Active trading of securities may also increase your realized capital gains or losses, which may affect the taxes you pay.

Cybersecurity and Disaster Recovery Risk

With the increased use of technologies such as the Internet and the dependence on computer systems to perform necessary business functions, we and our service providers may be susceptible to operational, information security and related risks. These systems are subject to a number of different threats or risks that could adversely affect the clients and their accounts, despite the efforts of the Firm and service providers to adopt technologies, processes and practices intended to mitigate these risks and protect the security of their computer systems, software, networks and other technology assets, as well as the confidentiality, integrity and availability of information belonging to the clients and the investors. In general, cyber incidents can result from deliberate attacks or unintentional events. Unintentional events may have similar effects. The risks associated with unintentional acts include power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Cyber-attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, stealing or corrupting data, or causing operational disruption. Cyber-attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users). Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of our systems to disclose sensitive information in order to gain access to Clear our data or that of the client. Cyber incidents affecting us and our respective service providers have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, impediments to trading, fraudulent trading activity, cause information and technology systems to become inoperable for extended periods of time or to cease to function properly, the inability to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, financial losses, reputational damage, reimbursement or other compensation costs, or additional compliance costs. There is also a risk that cybersecurity breaches may not be detected. The information and technology systems of the Firm and its service providers may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches (e.g., "hacking" or malicious software coding), The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in our or our service providers' operations, potentially resulting in financial losses, the inability to transact business, or a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to clients. Such a failure could harm to the Firm's reputation or subject it to legal claims and otherwise affect its business and financial performance. While the Firm and its service providers have established business continuity plans in the event of, and risk management systems to prevent or reduce the impact of cyber-attacks, there are inherent limitations in such plans and systems due in part to the ever-changing nature of technology and cyber security attack tactics, including the possibility that certain risks have not been identified and prepared for. Furthermore, we cannot control the cyber security and business continuity plans and systems put in place by service providers or any other third parties whose operations may affect our clients and could be negatively impacted as a result. Although we and all of our service providers have implemented various measures to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the relevant party may have to make a significant investment to fix or replace them.

Liquidity
Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product.

Pandemic Risk
The recent COVID-19 pandemic has caused and continues to cause disruptions in economies and individual companies and volatility in financial markets throughout the world, including those in which Adhesion's clients ("Clients") invest. The impact of the pandemic and resulting economic disruptions may negatively impact the Clients and the performance of their portfolios due to, among other things, (i) interruption of business operations resulting from travel restrictions, reduced consumer spending, and quarantines of employees, customers and suppliers in areas affected by the outbreak, (ii) closures of manufacturing facilities, warehouses and logistics supply chains, and (iii) uncertainty about the duration of the virus's impact on global financial markets. Governments and central banks throughout the world have responded to the pandemic and resulting economic disruptions with a variety of fiscal and monetary policy changes, including direct capital infusions into companies and other issuers, new monetary policy tools and lower interest rates, but the ultimate impact of these efforts is uncertain. It is not possible to determine the duration or severity of the disruption in financial markets or the long-term economic impact of the COVID-19 pandemic, or other future epidemics or pandemics, which may adversely affect the Clients' performance and investment strategies and significantly reduce available investment opportunities.

Tax-Aware Investing Risk
Investment strategies that seek to enhance after-tax performance may be unable to fully realize strategic gains or harvest losses due to various factors. Market conditions may limit the ability to generate tax losses. A tax-aware strategy may cause a client portfolio to hold a security in order to achieve more favorable tax treatment or to sell a security in order to create tax losses. A tax loss realized by a U.S. investor after selling a security will be

negated if the investor purchases the security within thirty days. Although Adhesion avoids “wash sales” whenever possible and temporarily restricts securities it has sold at a loss to prevent them, a wash sale can occur inadvertently because of trading by a client in portfolios not managed by Adhesion.

Item 9 – Disciplinary Information

We do not have any legal, financial or other disciplinary item to report to you. We are obligated to disclose any disciplinary event that would be material to you when evaluating us to initiate a Client/Adviser relationship, or to continue a Client /Adviser relationship with us.

This statement applies to our firm, and every employee.

Item 10 – Other Financial Industry Activities and Affiliations

We are 100% owned by AssetMark Financial Holdings, Inc. AssetMark Financial Holdings, Inc. classifies Adhesion as a subsidiary of its organization but permits us to maintain operational independence.

The following companies are under common control with us. We do not consider such affiliations to create a material conflict of interest for Adhesion or our clients. The companies' industry activities are described in further detail below:

- AssetMark, Inc.
- AssetMark Brokerage, LLC
- AssetMark Retirement Services, Inc.
- AssetMark Trust Company

AssetMark, Inc.
AssetMark is an investment adviser registered with the Securities and Exchange Commission ("SEC"), a Commodity Pool Operator ("CPO") registered with the Commodity Futures Trading Commission ("CFTC"), and a member of the National Futures Association ("NFA"). AssetMark is the sponsor of the AssetMark Platform (the "Platform") through which it offers advisory services to its Clients, and a platform and advisory services to other financial advisory firms. AssetMark is affiliated with Adhesion by common ownership.

AssetMark Brokerage, LLC
AssetMark Brokerage, LLC ("AssetMark Brokerage") is a broker-dealer registered with the SEC and is a member of FINRA. AssetMark Brokerage is affiliated with Adhesion by common ownership.

AssetMark Retirement Services, Inc.
AssetMark Retirement Services, Inc. is a Pennsylvania corporation that provides recordkeeping and administrative services to retirement plans. AssetMark Retirement Services, Inc. is affiliated with Adhesion by common ownership.

AssetMark Trust Company

AssetMark Trust Company ("AssetMark Trust") is an Arizona chartered trust company that serves as the custodian for certain Accounts on the AssetMark Platform. AssetMark Trust is affiliated with Adhesion by common ownership.

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

As required by regulation (and because it's good business), we have adopted a Code of Ethics the ("Code") that governs a number of potential conflicts of interest we have when providing our advisory services to you. This Code of Ethics is designed to ensure we meet our fiduciary obligation to you, our Client or potential investor and to reinforce a Culture of Compliance within our firm.

An additional benefit of our Code is to detect and prevent violations of securities laws, including the obligations we owe to you. Our Code is comprehensive, is distributed to each Access Person at the time of hire, and annually thereafter (if there are changes). We also supplement the Code with annual training and ongoing monitoring of employee activity. Our Code includes the following:

- Requirements related to the confidentiality of your personal and financial information;
- Prohibitions on:
    - Insider trading (if we are in possession of material, non-public information);
    - Rumor mongering;
    - The acceptance of gifts and entertainment that exceed our policy standards;
- Reporting of gifts and business entertainment;
- Monitoring of the personal securities transactions of employees;
- Annual requirement for all employees to re-certify to our Code, identify members of their household and any account in which they have a beneficial ownership interest (they own the account or have authority over the account); and
- Requirement of employees to provide information regarding any outside business activities, including participating as a member of the board of a publicly traded company, which might conflict with their responsibilities to our clients.

Our Code does not prohibit personal trading by employees. As professional portfolio managers, our employees will typically manage their own personal assets. As a result, our employees may purchase or sell the same or similar securities at the same time that we place transactions for your account. However, our Code does prohibit employees from acting on trade recommendations from Managers and Strategists for their own personal gain and/or disadvantage you.

All of Adhesion's employees and members of their households are deemed Access Persons under the Code. Access Persons are subject to the Code as defined under Rule 204A-1 of the Investment Advisers Act of 1940. The Code requires Access Persons to request pre-approval from the Adviser's Chief Compliance Officer ("CCO") of certain trades in brokerage accounts covered under the Code such as limited offerings and initial public offerings and provide quarterly and annual holdings reports for securities holdings to the CCO. The intent of such reviews is to identify violations to our Code. We review trades for certain categories of securities or non-covered securities (inclusive of mutual funds, U.S. Government issues and other fixed income securities) and for trades occurring in an account entirely subject to our OPM Services that are combined (or bunched) with client transactions on the same day in the same security in accordance with our trade allocation procedures. Our trade allocation procedures require, among other things, proportionate participation in bunched trades at average prices. Access Persons may also turn the management of their accounts over to a discretionary advisor or participate in certain automatic investment plans, and trades executed by that advisor or pursuant to the plan without the request or foreknowledge of the Access Person will not require scrutiny by our CCO.

For violations of the Code of Ethics, we retain the right to assess the following sanctions, as we deem appropriate, including but not limited to: verbal reprimand, a letter of censure or suspension, termination of the employment of the violator, or a request for disgorgement of any profits received from a securities transaction effected in violation of the Code of Ethics.

You may request a complete copy of our Code of Ethics by reaching us at (888) 295-8351.

Item 12 – Brokerage Practices

General Considerations – selecting / recommending brokers for Client transactions and commission charges:

Typically, trading and transaction clearing services will be provided by the Supported Custodian selected by you and/or your Financial Advisor for your account, at fee rates previously agreed to by the custodian and you. Transactions for accounts at one Supported Custodian may be affected either before or after transactions effected by another Supported Custodian. Consequently, an account held at one Supported Custodian may experience performance results which are different from an account held at another Supported Custodian due to differing brokerage fees, commissions and trade executions.

We may have in place with one or more of the Supported Custodians a negotiated asset-based pricing (“ABP”) fee schedule for trading and transaction clearing services provided by the Supported Custodian to accounts for which we provide OPM Services. The availability of any such ABP schedule will be disclosed. It will be your option to elect the standard fee schedule you have with your account’s custodian or the ABP schedule associated with the Strategy, whichever you and/or your Financial Advisor deem best for your specific situation.

Our firm has a standing Best Execution Committee consisting of members of our portfolio management and compliance teams. The committee generally meets periodically during each year to review the quality of brokerage execution obtained on behalf of our clients. We have evaluated the brokers' services and believe the added value in terms of execution, taking into account the related commission charges or fees, is consistent with our overall duty to seek best execution for client transactions.

Directed Brokerage

We will not accept instructions from you or your Financial Advisor directing brokerage transactions through a broker/dealer other than the Supported Custodian having custody of your account.

However, we may determine that a better combination of net price and execution can be obtained through routing brokerage transactions in certain securities to an executing broker/dealer different from the Supported Custodian holding your account. Our decision to direct such brokerage transactions to broker/dealers other than the Supported Custodian will be made at our sole discretion and based on a number of factors including, but not limited to, some combination of the following: size of order, trading characteristics of the security, desired timing of the transaction, existing and anticipated activity in the market for the particular security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price improvement. As a matter of policy, we do not direct brokerage transaction in exchange for client referrals.

The broker receiving transaction orders from us may effect transactions in securities that trade in dealer markets, including over-the-counter equity securities, or through its own trading desks that specialize in such securities. In such cases, commission charges may be imposed in addition to dealer costs, including mark ups, mark downs or spreads paid to market makers engaged in the transaction, with the result that total transaction costs in some transactions may be higher than might be obtained in direct trades with dealers.

You, via the investment instructions provided to us by your Financial Advisor, may direct us to effect all brokerage transactions through the Supported Custodian without regard to where the best net price and/or execution may be attained. In such cases we will not have the ability to seek a better combination of net price and execution from another broker/dealer. As a result, directing brokerage may cost you more money. For example, in a directed brokerage account, you may pay higher commissions because you may not be able to aggregate orders to reduce transaction costs, or you may receive less favorable prices.

Block Trading or Aggregation Procedures

From time to time, it may be appropriate for more than one account receiving OPM Services to trade in the same securities at the same time. Consistent with our fiduciary duties, our policy generally is to allocate investment opportunities to all accounts we manage on an equitable and fair basis, based on a variety of criteria, including Manager and/or Strategist recommendations, asset size of account, and consistency with your investment guidelines and strategies. Because of the diversity of objectives, risk tolerances, portfolio guidelines and limitations, tax consequences and other differences, there may often be differences among accounts receiving OPM Services in the particular securities and other instruments held, including in the weighting of particular positions.

As a general policy, and if we believe it is appropriate under the circumstances, securities orders placed for the same security on the same day may be combined (or “blocked” or “aggregated”) with the objective of receiving the best overall blend of pricing and execution. The subsequent allocations among such accounts will be effectuated on a pro rata basis, based on the relative value of the accounts. We may also break a block order into multiple blocks if we determine multiple order blocks will receive a better overall blend of pricing and execution. In such cases the subsequent allocations among accounts will be effectuated on an average price basis (such that each account receives the same price based on the average price across blocks).

Trading Allocation and Model Updates from Managers

Managers generally include us in some form of rotation or other means of communicating Model updates to their clients. Some Managers may have established rotation practices to provide model portfolio updates to us and other nondiscretionary clients after making the corresponding trades for their discretionary accounts. This may result in us receiving updates for accounts we manage after other separately managed accounts following the same or similar investment strategies. If you wish to seek more information about a particular Manager's rotation practice, you should contact your Financial Advisor.

Principal Trading or Cross-Agency Transactions

As a matter of policy, we do not engage in principal trading or agency cross transactions.

Item 13 – Review of Accounts

Every new account receiving OPM Services is assigned to our overlay portfolio management team to review the investment instructions provided by the Financial Advisor. The overlay portfolio manager produces trade recommendations, then reviews and approves the initial investment of the account. Ongoing, accounts are continually reviewed by our portfolio management team for events that would require action. Examples of such events include deviation from the selected Strategy beyond a specified tolerance level; cash deposits or requested withdrawals; the replacement of one Model with another, or re-weighting amongst Models, within a Strategy by the Strategist; requested tax loss harvesting; or a change in the specific composition of a Model by its Manager.

Our portfolio managers review accounts based on account review guidelines established by our portfolio management team and by consulting with senior team members. In general, portfolio managers will review accounts for consistency with the investment instructions communicated to us by your Financial Advisor. Accounts are reviewed on both a pre- and anticipated post-trade basis and may be reviewed individually or with other accounts assigned to similar Strategies and/ or Models. Portfolio managers generally perform account reviews with a view to implementing the specified investing instructions.

Each quarter we evaluate our implementation of each Model by comparing the actual performance attained across all affected client accounts versus the Managers stated composite performance. If actual performance of a Model falls outside our established tolerance ranges, an investigation is launched to determine the source of the deviation and, in the infrequent instance where our practices are the source of the deviation, we initiate remediating action. Typically, deviations instead are the result of account restrictions or mandates specified by your Financial Advisor that require deviation from the model portfolio, the timing of when Managers communicate to us changes to their Models as a result of the Manager's rotation and communication policies, or anomalies in the Manager's stated composite performance relative to the Models provided to us. Performance reviews with you of your account are the sole responsibility of your Financial Advisor, not us.

Likewise, providing you with periodic reports of account activity, valuation and performance is the sole responsibility of the account custodian, Financial Advisor and/or Program Sponsor. Such reports are typically generated on a monthly or quarterly basis. The actual frequency and nature of any such reports is disclosed by your Financial Advisor, the program sponsor or account custodian, or other service providers engaged by your Financial Advisor.

You should also expect to receive from your account's custodian confirmations of each security purchased and sold for your account, whether electronic or paper form, and copies of the prospectuses and all annual and periodic reports issued by the mutual funds the account holds.

Item 14 – Client Referrals and Other Compensation

Adhesion does not compensate any third parties for referrals. We market and promote our services primarily by means of sales activities directed at Financial Advisors. Our sales consultants regularly communicate and meet with Financial Advisors regarding opening new accounts and servicing existing accounts. Our sales consultants earn compensation that is based on the initial asset value of accounts opened during each calendar quarter. Our sales consultants, as a matter of policy, do not meet with a Financial Advisor's clients nor make specific investment recommendations to or for their clients.

The sales representatives at AssetMark, Inc. ("AssetMark") an advisory affiliate under common ownership, can refer Financial Advisors and their clients to us and receive compensation. This is a conflict because it creates an incentive for the AssetMark sales representative to promote our OPM services.

Item 15 – Custody

We never act as a custodian ourselves and do not recommend any specific custodian. We simply communicate to your Financial Advisor the list of Supported Custodians (refer to Item 12 – Brokerage Practices).

We do require the authority to directly debit our OPM Fees from your account through notification to your custodian of the amount of the Account Fee due and payable to us, as described in Item 5 – Fees and Compensation. While Adhesion does not take physical possession of account funds or securities, the Firm is deemed to have custody of account assets under the SEC's Custody Rule only because it deducts its fees from the accounts under its management.

We will not send account statements or appraisals. These will come from your account's custodian and, in many cases, your Financial Advisor. We urge you to compare these statements for accuracy.

Item 16 – Investment Discretion

We generally act as agent and attorney-in-fact with full power and authority to act on behalf of your account and therefore have discretionary authority over your account. You will generally grant us this authority in your investment advisory agreement with your Sponsor. This means that we have the authority to determine, without obtaining specific consent, the securities to be bought or sold, the number of securities to be bought or sold, the executing broker or dealer to be used and the spread or commission rates paid to broker-dealers.

However, material limitations on our authority exist, guided by, among other things, (i) the investment instructions provided by the Financial Advisors, (ii) model portfolios and strategies, and related instructions, provided by Managers and Strategists, and, (iii) the Supported Custodian selected by you and your Financial Advisor for your account, and (iv) our fiduciary responsibility as described in this brochure.

Item 17 – Voting Client Securities

Although we have discretionary authority with respect to the acquisition and disposition of client securities, we do not accept the responsibility for voting proxies on your behalf. You should receive proxy solicitations directly from your account's custodian. We do not offer any consulting assistance regarding proxy issues to you or your Financial Advisor.

Class Actions, Bankruptcies & Other Legal Proceedings. You should note that we will NOT advise or act on behalf of you in legal proceedings, such as class action lawsuits or bankruptcies, involving companies whose securities are held or previously were held in your account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements.

Item 18 – Financial Condition

A. Prepayments

We do not require or solicit prepayment six months or more in advance or more than $1,200 in prepayment of fees. Therefore, we have not included a balance sheet for the most recent fiscal year as such information is not required under these circumstances.

B. Financial Conditions Impairing

We are not aware of any financial condition that is reasonably likely to impair our ability to meet contractual commitments to Financial Advisors. If we do become aware of any such financial condition, this brochure will be updated, and our Financial Advisor clients will be notified. Adhesion’s parent company, AssetMark Financial Holdings, Inc., files quarterly and annual financial statements with the SEC. These are available through the SEC and at www.assetmark.com.

C. Bankruptcy Petitions

We have not been the subject of a bankruptcy petition at any time during the past ten years.