

Atlantic Retirement & Wealth Advisors LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 26, 2024

This Form ADV2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Atlantic Retirement & Wealth Advisors LLC (“Atlantic”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (877) 334-7974.

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

Additional information about Atlantic and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov by searching for our firm name or our CRD# 281680.

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Item 2 – Material Changes

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

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

Material Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching for our firm name or our CRD# 281680. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (877) 334-7974.

Update as of March 26, 2024

There are no material changes to report at this time.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Services	4
A. Firm Information.....	4
B. Advisory Services Offered	4
C. Client Account Management.....	5
D. Wrap Fee Programs	6
E. Assets Under Management	6
Item 5 – Fees and Compensation	6
A. Fees for Advisory Services	6
B. Fee Billing.....	7
C. Other Fees and Expenses	7
D. Advance Payment of Fees and Termination.....	8
E. Compensation for Sales of Securities	8
Item 6 – Performance-Based Fees and Side-By-Side Management	8
Item 7 – Types of Clients	8
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	9
A. Methods of Analysis.....	9
B. Risk of Loss	9
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	10
A. Code of Ethics.....	10
B. Personal Trading with Material Interest.....	10
C. Personal Trading in Same Securities as Clients	10
D. Personal Trading at Same Time as Client	11
Item 12 – Brokerage Practices	11
A. Recommendation of Custodian[s].....	11
B. Aggregating and Allocating Trades	12
Item 13 – Review of Accounts	12
A. Frequency of Reviews	12
B. Causes for Reviews	12
C. Review Reports	12
Item 14 - Client Referrals and Other Compensation	12
A. Compensation Received by Atlantic	12
B. Client Referrals from Solicitors.....	13
Item 15 – Custody	13
Item 16 – Investment Discretion	13
Item 17 – Voting Client Securities	13
Item 18 – Financial Information	13
Item 19 – Requirements for State Registered Advisors	14
A. Educational Background and Business Experience of Principal Officer.....	14
B. Other Business Activities of Principal Officer	14
C. Performance Fee Calculations	14
D. Disciplinary Information	14
E. Material Relationships with Issuers of Securities	14
Form ADV Part 2B – Brochure Supplement	15
Privacy Policy	17

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Item 4 – Advisory Services

A. Firm Information

Atlantic Retirement & Wealth Advisors LLC (“Atlantic” or the “Advisor”) is a state registered investment advisor organized as a Limited Liability Company (“LLC”). Atlantic was founded in September 2015, and is owned and operated by Patrick J. Sheppard (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Atlantic.

B. Advisory Services Offered

Atlantic offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans in South Carolina, Massachusetts and other states (each referred to as a “Client”).

Investment Management Services

Atlantic provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Atlantic works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Atlantic will then construct the Client’s portfolio following its internal investment models, which may be customized to the needs of each Client. The Advisor will construct portfolios utilizing exchange-traded funds (“ETFs”), mutual funds, publicly-traded real estate investment trusts (“REITs”), investment company securities, individual stocks, and/or individual bonds to achieve the Client’s investment goals. The Advisor may also utilize other investment types, as appropriate, to meet the needs of the Client.

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

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

Atlantic also offers asset allocation services and investment recommendations to clients regarding variable annuity products, 529 college saving plans, and or employer-sponsored retirement and deferred compensation plans. We direct or recommended the allocation of assets based on various mutual fund and investment choices offered by the plan(s).

At no time will Atlantic accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client investment advisory agreement.

Financial Planning Services

Atlantic will typically provide a variety of financial planning services to Clients. Services are offered in several areas of a Client’s financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass

one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, business assessments, education savings and other areas of a Client's financial situation.

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

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

Retirement Plan Advisory Services

Atlantic provides retirement plan advisory services to the sponsors or company retirement plans. Atlantic serves as a 3(21) Fiduciary in support of the Plan Sponsor. Atlantic provides the following Plan Fiduciary Services pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Vendor Analysis
- Employee Enrollment and Education Tracking
- Investment Policy Statement ("IPS")
- Investment Monitoring
- Performance Reports
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

Communication and Education - Atlantic provides Communication and Education to the Plan and its Participants, pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Investment education
- Periodic on-site advisor visits with staff for account updates and reviews
- Periodic employee group education opportunities

C. Client Account Management

Prior to engaging Atlantic to provide advisory services, each Client is required to enter into agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Atlantic, in connection with the Client, will develop an investment strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – Atlantic will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client (profile).
- Portfolio Construction – Atlantic will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.

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- Investment Management and Supervision – Atlantic will provide investment management and ongoing oversight of the Client's portfolio.

D. Wrap Fee Programs

Atlantic does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Atlantic.

E. Assets Under Management

As of December 31, 2023 Atlantic had \$34,572,276 in discretionary and \$6,460,645 in non-discretionary client Regulatory Assets Under Management (AUM), for a total of \$41,032,921.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

Investment Management Services

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

Assets Under Management	Annual Rate
First \$250,000	1.25%*
Next \$750,000 (Up to \$1,000,000)	1.00%
Next \$2,000,000 (Up to \$3,000,000)	0.75%
Next \$2,000,000 (Up to \$5,000,000)	0.65%
Over \$5,000,000	0.50%

* Subject to minimum annual fee of \$1,000 per year.

Our fee schedule is calculated at blended rates. Below is a sample fee calculation for:

Investments of \$1,100,000

First \$250,000 @ 1.25%

Next \$750,000 @ 1.00%

Next \$250,000 @ .75%

Quarterly fee of \$2,843.75 or annual of \$11,375

Investment advisory fees in the first calendar quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Our firm bills on cash unless indicated otherwise in writing. Fees may be negotiable at the sole discretion of the Advisor. The Advisor may also offer a fixed annual rate. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Atlantic will be independently valued by the designated Custodian. Atlantic will not have the authority or responsibility to value portfolio securities. If assets are deposited to or withdrawn from an ongoing account after the inception of a quarter that exceed \$25,000, the management fee payable with respect to the assets will be pro-rated based on the number of days remaining in the quarter.

Financial Planning Services

Atlantic offers financial planning services at an hourly rate of up to \$250 per hour or based on a fixed fee per engagement. Fixed fee engagements are generally based on the expected number of hours to complete the engagement at the Advisor's hourly rate. Fees may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total hours and/or costs will be provided to the Client prior to engaging for

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planning services. For Clients engaging the Advisor for ongoing investment advisory services, financial planning fees may be included in the overall fee to the Client as noted in the schedule above.

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

Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, in advance or after each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are charged an annual rate of up to 1.00% of plan assets or based on a fixed negotiated fee. Fees are based on the market value of assets in the plan on the last day of the quarter or based on the average daily market value of assets in the plan, pursuant to the terms of the advisory agreement. Fees are negotiable based on the size and complexity of the services provided to the Plan.

Required Disclosure – Table of Fees

As a registered investment advisor with the State of Massachusetts, the advisor is required to provide a standard form "Table of Fees for Services" to each client prior to any signed Investment Advisory Agreement. In addition, the form will be provided annually to all advisory firm clients.

B. Fee Billing

Investment Management Services

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

Financial Planning Services

Financial planning fees may be invoiced up to 50% upon execution of the financial planning agreement, with the remaining balance due upon receipt of the agreed upon deliverable[s].

Retirement Plan Advisory Services

Fees may be deducted from the accounts of the Plan Participants or paid by the Plan Sponsor.

C. Other Fees and Expenses

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

In addition, all fees paid to Atlantic for investment advisory services are separate and distinct from the expenses charged by investment company securities, mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of Atlantic, but would not receive the services provided by Atlantic which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each

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Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Atlantic to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Management Services

Atlantic is compensated for its services in advance of the calendar quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement by providing advance written notice to the other party. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's written approval.

Financial Planning Services

Atlantic may be partially compensated in advance for financial planning services. Either party may terminate a planning agreement at any time by providing written notice to the other party. In addition, the Client may terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Upon termination, any unearned, prepaid financial planning fees will be promptly refunded to the Client.

Retirement Plan Advisory Services

Either party may request to terminate their services with Atlantic, in whole or in part, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's written approval.

E. Compensation for Sales of Securities

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

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

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

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

Item 7 – Types of Clients

Atlantic provides investment advisory services to individuals, high net worth individuals, personal trusts, estates, and retirement plans. The relative percentage of each type of Client is available on Atlantic's Form ADV Part 1 as well as in Section 4 of this Brochure. These percentages will change over time. Atlantic generally does not impose a minimum size for establishing a relationship, but does require a minimum annual fee of \$1,000, which may be reduced at the sole discretion of the Advisor.

Information Regarding Retirement Accounts

Clients or prospective clients leaving an employer typically have various options regarding assets in an existing retirement plan. Examples:

- Roll over the assets to the new employer's plan, if available and permitted
- Leave the assets in the former employer's plan, if permitted
- Roll over the assets to an individual retirement account ("IRA")
- Cash out the account value (adverse tax consequences may be applicable)

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If we recommend that a client roll over their retirement plan assets into an account to be managed by our firm, such a recommendation creates a conflict of interest when we earn an advisory fee as a result of the rollover. Clients have no obligation to roll over retirement plan assets to an account managed by Atlantic Retirement.

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

A. Methods of Analysis

Atlantic primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Atlantic are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

B. Risk of Loss

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

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

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

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Atlantic may use margin in Client accounts to manage the timing of purchases and sales, as appropriate. The risks associated with margin borrowing are below.

Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

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

discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Atlantic or any of its employees. Atlantic and its advisory personnel value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov.

To review the firm information contained in Form ADV Part 1, select the option for “Investment Adviser Search”, then selecting “Firm” and enter **281680** in the field labeled “Firm Name or CRD# or SEC#”. This will provide access to Form ADV Parts 1 and 2. Item 11 of the Form ADV Part 1 lists legal and disciplinary disclosure questions.

You may also research the background of Patrick J. Sheppard by selecting the option for “Investment Adviser Search”, then selecting “Individual” and entering Mr. Sheppard’s individual CRD number **1779929** in the field labeled “Individual Name or CRD#”.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in South Carolina by contacting the South Carolina Attorney General, Securities Division at (803) 734-9916.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Atlantic and Mr. Sheppard is to provide investment advisory services to its Clients. Neither Atlantic nor its advisory personnel are involved in other business endeavors. Atlantic does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client’s accounts.

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

A. Code of Ethics

Atlantic has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons employed by Atlantic. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Atlantic and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Atlantic associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (877) 334-7974.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

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

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

In addition, the Code of Ethics governs Gifts and Entertainment given by and provided to the Advisor, outside employment activities of employees, Employee reporting, sanctions for violations of the Code of Ethics, and records retention requirements for various aspects of the Code of Ethics.

D. Personal Trading at Same Time as Client

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

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Atlantic does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services or the administrator for defined contribution accounts. The Client will select the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize Atlantic to direct trades to this Custodian as agreed in the investment advisory agreement. Further, Atlantic does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Atlantic does not exercise discretion over the selection of the Custodian, it may recommend the custodian[s] to Clients for execution and/or custodial services. Clients are not obligated to use the recommended custodian and will not incur any extra fee or cost associated with using a broker not recommended by Atlantic.

Atlantic may recommend a Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and location of the Custodian's offices. Atlantic does not receive research services, other products, or compensation as a result of recommending a particular broker that may result in the Client paying higher commissions than those obtainable through other brokers. Atlantic will generally recommend that Clients establish their account[s] at either Fidelity Institutional Wealth Services or Charles Schwab & Co., Inc. (each herein as an "Institutional Platform"). The Institutional Platform will serve as the Client's "qualified custodian". Atlantic maintains an institutional relationship with the Institutional Platforms, whereby the Advisor receives economic benefits from the Institutional Platforms (Please see Item 14 below.); however, there is no direct link between our firm's participation in their program and the investment advice we may provide to our clients or the portfolio holdings we may recommend.

The Advisor does not receive research services or compensation as a result of recommending a particular custodian that may result in the Client paying higher commissions than those generally obtainable through other custodians. The Advisor may have institutional custodial relationship where the Advisor will receive certain services that are an economic benefit to the Advisor, such as duplicate statements, access to technology, access to investment and analysis tools, and the ability to deduct its advisory fees.

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

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. We have not entered into any agreement with an account custodian, broker-dealer, or any other third party to receive soft dollar credits. Therefore, although we receive ancillary soft dollar benefits described above, our firm does not earn soft dollar credits. The research products and services obtained by our firm will generally be used to service all of our clients but not necessarily all at any one particular time.

2. Brokerage Referrals - Atlantic does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

3. Directed Brokerage - All Clients are serviced on a “directed brokerage basis”, where Atlantic will place trades within the established account[s] at the custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). In selecting the custodian, Atlantic will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated custodian. The Advisor will seek best execution but does not do so on a trade-by-trade basis. The Advisor evaluates the execution quality of the Custodian as part of its annual and ongoing review of service providers.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. Atlantic will execute its transactions through an unaffiliated broker-dealer selected by the Client. Atlantic may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Investments in a Client’s account[s] are monitored on a regular and continuous basis by Mr. Sheppard, Principal and Chief Compliance Officer of Atlantic. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

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

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the custodian or recordkeeper (for Plan accounts). These brokerage statements are sent directly from the custodian to the Client and may be provided through electronic delivery or physical mail. The Client may also establish electronic access to the custodian’s website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client’s account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Atlantic

Atlantic is a fee-only advisory firm, who, in all circumstances, is compensated solely by the Client. Atlantic does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Atlantic may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Atlantic may receive referrals of new Clients from a third-party.

Participation in Institutional Advisor Platform

Atlantic has established an institutional relationship with the Institutional Platforms as stated in Item 12 to assist the Advisor in managing Client account[s]. Access to the Institutional Platforms is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at the Institutional Platforms. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from the Institutional Platforms: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

B. Client Referrals from Solicitors

Atlantic may engage and compensate unaffiliated third-party referral sources (a "solicitor") for Client referrals. Clients will not pay a higher fee to Atlantic as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that the solicitor provide full disclosure of the compensation and other conflicts to the prospective client.

Item 15 – Custody

Atlantic does not have custody of client funds or securities, except for the withdrawal of advisory fees directly from client accounts (please see Item 5 which describes the safeguards around direct fee deduction). However, as noted in Item 13 above, clients will receive statements not less than quarterly from the qualified custodian, and we encourage you to review those statements carefully. Any discrepancies should be immediately brought to the firm's attention.

Item 16 – Investment Discretion

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

Item 17 – Voting Client Securities

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

Item 18 – Financial Information

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

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Atlantic has not been the subject of a bankruptcy petition at any time during the past ten (10) years.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal and Chief Compliance Officer of Atlantic is Patrick J. Sheppard. Information regarding the formal education and background of Mr. Sheppard is included in Item 2 of Part 2B below.

B. Other Business Activities of Principal Officer

Mr. Sheppard is dedicated to the investment advisory activities of Atlantic's Clients. Mr. Sheppard does not have any other business activities.

C. Performance Fee Calculations

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

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Atlantic or Mr. Sheppard. Neither Atlantic nor Mr. Sheppard has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Atlantic or Mr. Sheppard.

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

At any time, you can obtain a copy of the disciplinary history of the Firm, its management, and investment advisor representatives from the State Securities Division.

E. Material Relationships with Issuers of Securities

Neither Atlantic nor Mr. Sheppard has any relationships or arrangements with issuers of securities.

Form ADV Part 2B – Brochure Supplement

for

**Patrick J. Sheppard
Principal and Chief Compliance Officer**

Effective: March 26, 2024

This Form ADV2B (“Brochure Supplement”) provides information about the background and qualifications of Patrick J. Sheppard (CRD# **1779929**) in addition to the information contained in the Atlantic Retirement & Wealth Advisors LLC (“Atlantic” or the “Advisor”) (CRD # 281680) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Atlantic Disclosure Brochure or this Brochure Supplement, please contact us at (877) 334-7974.

Additional information about Mr. Sheppard is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching his name or his CRD# 1779929.

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Item 2 – Educational Background and Business Experience

Patrick J. Sheppard, born in 1965, is dedicated to advising Clients of Atlantic in his role as the Principal and Chief Compliance Officer. Mr. Sheppard earned a Bachelor of Science in Economics from Fitchburg State University in 1987, he is also a Certified Management Accountant. Additional information regarding Mr. Sheppard's employment history is included below.

Employment History:

Principal, Chief Compliance Officer, Atlantic Retirement & Wealth Advisors LLC	09/2015 to Present
Registered Representative, Purshe Kaplan Sterling Investments	04/2014 to 10/2015
Chief Operating Officer and Chief Compliance Officer, Investment Committee Member New England Investment and Retirement Group	01/2014 to 10/2015
Senior Managing Director - Head of Administration and Chief Compliance Office, MC Asset Management Holdings, Ltd., A Mitsubishi Asset Management Company	02/2013 to 12/2013
Head of Governance, Risk, Compliance & Treasury, Pyramis Global Advisors LLC	05/2011 to 01/2013
Chief Operating Officer - Investment Management, William Blair and Company	08/2007 to 01/2010
President and Chief Operating Officer, BNY Mellon and Affiliates	11/1998 to 08/2007
Department Head, Scudder Kemper Investments	06/1987 to 11/1998

Item 3 – Disciplinary Information

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***There are no legal, civil or disciplinary events to disclose regarding Mr. Sheppard.*** However, we do encourage you to independently view the background of Mr. Sheppard on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. Select "Investment Adviser Search" from the left navigation menu. Then select the option for "Individual" and enter **1779929** in the field labeled "Individual Name or CRD#".

Item 4 – Other Business Activities

Mr. Sheppard is dedicated to the investment advisory activities of Atlantic's Clients. Mr. Sheppard does not have any other business activities.

Item 5 – Additional Compensation

Mr. Sheppard is dedicated to the investment advisory activities of Atlantic's Clients. Mr. Sheppard does not receive any additional forms of compensation.

Item 6 – Supervision

Mr. Sheppard serves as the Principal and Chief Compliance Officer of Atlantic. Mr. Sheppard can be reached at (877) 334-7974. Atlantic has implemented a Code of Ethics and internal compliance that guide each employee in meeting their fiduciary obligations to Clients of Atlantic. Further, Atlantic is subject to regulatory oversight by various agencies. These agencies require registration by Atlantic and its employees. As a registered entity, Atlantic is subject to examinations by regulators, which may be announced or unannounced. Atlantic is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

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

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Privacy Policy

Our Commitment to You

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

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

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

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

Why you need to know?

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

What information do we collect from you?

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

What Information do we collect from other sources?

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

How do we protect your information?

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

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

How do we share your information?

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

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

State-specific Regulations

Massachusetts	In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.
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Changes to our Privacy Policy

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

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

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (877) 334-7974.

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**Table of Fees for Services**

Carefully read Item 4 and Item 5 of Form ADV Part 2A (“Brochure”), as these sections of the Brochure contain important details about Atlantic Retirement & Wealth Advisors LLC advisory services and fees. Fees maybe negotiable. The fees below will only apply to you when you request the services listed.

Fees Charged by Investment Adviser	Fee Amount	Frequency Fee is Charged	Services
Assets Under Management Fee	First \$250,000 1.25% Next \$750,000 1.00% Next \$2,000,000 .75% Next \$2,000,000 .65% Over \$5,000,000 .50%	Quarterly in Advance	Portfolio management for individuals and small businesses; and Financial planning services fees
Hourly Fee	\$250 per hour	Requested	Financial and account Planning
Subscription Fee	N/A		
Fixed Fee	Company Retirement Plans - negotiated	Quarterly	Company plans
Commissions to the Adviser	N/A		
Performance-based Fee	N/A		
Other - Assets under Advisement	Company Retirement Plans & Accounts Up to 1.00%	Quarterly	401k & Profit-sharing Plan Advisory Service, account management
Fees Charged by Third Parties	Fee Amount	Frequency Fee is Charged	Services
Third Party Money Manager	N/A		
Robo-Adviser Fee	N/A		
Talk with Atlantic Retirement & Wealth Advisors about fees and costs applicable to you			

Additional fees and costs to discuss with your Adviser

Additional Fees/Cost	Yes/No	Paid To
Brokerage Fees	Yes	Charles Schwab & Co, Fidelity, The Standard or client designated custodian
Commissions	Yes	Charles Schwab & Co, Fidelity, The Standard or client designated custodian
Custodian Fees	Yes	Charles Schwab & Co, Fidelity, The Standard or client designated custodian
Mark-ups	Yes	Charles Schwab & Co, or client designated custodian
Mutual Fund/ETF, Fees and Expenses	Yes	Various ETF, mutual fund firms