

**Goalsetter Advisors, LLC
d/b/a Goalsetter Gold**

**Form ADV Part 2A – Wrap Fee Program
Brochure**

Effective: March 29, 2024

This Wrap Fee Program Brochure, Form ADV Part 2A ("**Disclosure Brochure**") provides information about the qualifications and business practices of Goalsetter Advisors LLC d/b/a Goalsetter Gold ("**Goalsetter Gold**," "**Advisor**," "**our**," "**we**," or "**us**"). If you have any questions about the contents of this Disclosure Brochure, please contact us via our website at www.goalsetter.co/legal.

Goalsetter Gold is a registered investment advisor with the U.S. Securities and Exchange Commission ("**SEC**"). The information in this Disclosure Brochure has not been approved or verified by the 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 about Goalsetter Gold to assist you in determining whether to retain the Advisor.

Additional information about Goalsetter Gold and its advisory persons is available on the SEC's website at www.adviserinfo.sec.gov by searching for our firm name or CRD# 313765.

Goalsetter Advisors LLC
266 Decatur Street
Brooklyn, New York 11233
<http://www.goalsetter.co/legal>

Item 2 – Material Changes

Material Changes

The following material updates have been made to the Form ADV Part 2A since the last annual update on March 31, 2023.

March 29, 2024 Brochure Update

Item 4 – Advisory Services

- In December 2023, our affiliate Goalsetter established a partnership with Webster Bank, N.A., Member FDIC. Goalsetter Gold clients must first establish a funding account with Goalsetter to get access to our investment advisory services. Goalsetter Gold accounts are not FDIC insured.
- Goalsetter Gold does not currently recommend to Clients or offer to Clients any security other than exchange-traded funds (ETFs).

Item 5 – Fees and Compensation

- As a result of opening an account with Goalsetter Gold and our use of DriveWealth, LLC as the custodian, DriveWealth will retain an equal amount of interest earned on uninvested cash balances. Item 12 provides additional information regarding the Sweep Program.

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

This Item was updated to include the following information regarding Goalsetter Gold's methods of analysis, investment strategies and risk of loss:

- Goalsetter Gold utilizes a quantitative analysis in its efforts to provide investment recommendations to its Clients
- Clients of Goalsetter Gold are subject to a number of risks, including but not limited to:
 - Management Risks and Fees;
 - Stock Market Risks;
 - Fractional Shares Risks
 - Cybersecurity Risks;
 - Global Pandemics;
 - Data Sources Risks; and
 - Third Party Service Provider Risks.

Item 13 - Review of Accounts

- As a result of the limited nature of Goalsetter Gold's investment advice, Clients are encouraged to update their investment profile if they have material changes that may impact their investment strategy or investment goals.

Item 14 – Client Referrals and Other Compensation

- Goalsetter Gold's affiliate, Goalsetter, sells bundled packages of both the Goalsetter App and Goalsetter Gold to other investment advisers. These investment advisers pay fees to Goalsetter, an affiliate of Goalsetter Gold.

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Item 4 – Advisory Services

A. Firm Information

Goalsetter Advisors LLC d/b/a Goalsetter Gold ("**Goalsetter Gold**", "**us**", "**we**" or the "**Advisor**") is a registered investment advisor with the SEC organized as a limited liability company under the laws of the State of Delaware. Goalsetter Gold was founded in November 2017 and is a wholly owned subsidiary of Students of Wealth, Inc. and affiliate of Goalsetter LLC d/b/a Goalsetter ("**Goalsetter**"). This Disclosure Brochure provides information regarding the qualifications, business practices, and advisory services offered by Goalsetter Gold.

Goalsetter Gold offers investment advisory services to individuals (referred to as "**Clients**") over the Internet through an interactive mobile application (the "**Platform**") that requires a funding account first be established with our affiliate Goalsetter, a mobile financial technology application. Funding accounts are linked to savings accounts offered through Goalsetter's partnership with Webster Bank, N.A., Member FDIC. Once a funding account is established, a Goalsetter Gold account may be opened by submitting an application through the Platform and the establishment of an account with Goalsetter Gold's custodian, DriveWealth LLC ("**DriveWealth**"). Goalsetter Gold accounts are not FDIC insured.

B. Advisory Services Offered

Goalsetter Gold's Platform empowers families to learn financial literacy by having an investment account and using educational tools within the Platform. Accounts established for the benefit of a minor are UGMA/UTMA accounts. They must be opened in conjunction with a related adult account where that adult serves as the custodian for the benefit of the minor. In addition, adults may have their own Goalsetter Gold accounts, together with access to financial literacy and educational tools on the Platform.

Goalsetter Gold provides a non-discretionary investment advisory solution for its Clients. The advice provided is based on Clients using the Platform to ascertain both the parent and the child's risk tolerances and investment objectives, and based on the information provided, an algorithm informs Clients of their assigned appropriate risk tolerance and provides recommendations for exchange-traded funds ("ETFs") that align with the results of the initial questionnaire and assigned risk tolerance. The Advisor only provides recommendations on ETFs available on its custodian's (DriveWealth) platform. The Advisor does not recommend investments that are short-term in nature or that require frequent trading. However, in limited circumstances, the Advisor may recommend buy, sell, or reallocate positions that have been held less than one year due to market conditions, or to generate cash.

At no time will Goalsetter Gold accept or maintain custody of a Client's funds or securities. All Client assets will be managed within their designated account[s] at the custodian, DriveWealth, pursuant to the terms of the Platform agreement. Please see Item 12 – Brokerage Practices.

Clients visiting www.goalsetter.co/legal and other electronic sites maintained by the Advisor will be provided with links to the Apple App Store or Google Play App store from which the Platform may be downloaded in order to access to the Platform, including its investment and financial literacy and educational features.

C. Client Account Management

Limited Access to Goalsetter Gold

Goalsetter Gold serves as an "Internet-Only" investment advisor pursuant to Section 203A-2(e) of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"). Under this registration, Goalsetter Gold provides investment advice solely through the Platform. Goalsetter Gold is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier, or email

(other than operational emails). Due to its virtual nature, Goalsetter Gold does not meet with Clients at its offices. All advice, support, and inquiries are delivered through the Platform. To gain access to Goalsetter Gold, the Client must join the Platform and agree to its terms of use.

The Advisor may, for a limited number of Clients annually, provide customized services, subject to the limitations outlined in Section 203A-2(e) of the Advisers Act.

D. Wrap Fee Programs

This brochure describes the wrap fee program offered by Goalsetter Gold, which bundles or "wraps" non-discretionary investment advisory services with other administrative services provided by an affiliate and our custodian, DriveWealth. For more information about DriveWealth fees that are in addition to the monthly fee, please visit <https://legal.drivewealth.com/> or review your investment advisory agreement.

E. Assets Under Management

Goalsetter Gold does not provide continuous and regular supervisory or management services to its Clients, nor does it have Clients for whom it has regulatory assets under management.

Item 5 – Fees and Compensation

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

A. Fees for Advisory Services and Fee Billing

Clients that sign up for Goalsetter Gold on or after February 1, 2022, agree to pay Goalsetter Gold as compensation for the services rendered, facilities furnished, and expenses borne by Goalsetter Gold hereunder, a non-negotiable investment advisory fee (the "*Advisory Fee*"). The Advisory Fee will begin thirty (30) days after you sign up and will be \$2.00 per month and satisfied according to the ACH instructions provided upon your initial sign-up. The Advisory Fee will be charged on your monthly anniversary date or the next business day if such date is on a non-business day. The Advisory Fee will be collected by our affiliate, Goalsetter, and provided to Goalsetter Gold on your behalf. The Advisory Fee is in addition to the fee paid by you to Goalsetter for the funding account. Should you or Goalsetter Gold terminate the your Platform Agreement before the end of the current month, such termination will not take effect prior to the end of the Advisory Fee payment term. You also agree and acknowledge that under this Agreement, you will continue to be charged the Advisory Fee until you take the necessary steps to close your account, including instructing DriveWealth to sell your securities and liquidate your account or transfer to another investment advisor.

The Advisory Fee is in addition to the fee paid by you to Goalsetter for its funding account. Should you or Goalsetter Gold terminate your Platform Agreement before the end of the current month, such termination will not take effect prior to the end of the term for which the Advisory Fee has been paid. You also agree and acknowledge that you will continue to be charged the Advisory Fee under the Platform Agreement until you take the necessary steps to close your account, including instructing DriveWealth to sell your securities and liquidate your account.

Legacy Accounts and Goalsetter Partnership Accounts

Certain Clients that signed up on or before February 1, 2022 (hereinafter referred to as "*Family and Friends*") are charged a lower fee or in some circumstances no fee at all. Additionally, Goalsetter Gold has agreed to cover other fees and expenses borne by certain Family and Friends accounts in relation to the investment advisory services.

Goalsetter Gold's affiliate, Goalsetter sells licenses to wealth managers and investment advisors which are then offered to clients of these wealth managers and investment advisors. The Advisory Fee paid by these clients may be lower or waived in some circumstances, based upon the licensing agreement.

B. Other Fees and Expenses

Clients of Goalsetter Gold, however, must first, have a funding account established with Goalsetter prior to opening an account at Goalsetter Gold. There is a separate fee charged to Clients for the use of the Goalsetter funding account.

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

In addition, all fees paid to Goalsetter Gold for investment advisory services are separate and distinct from the expenses charged by ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the ETFs, other ETF 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 Goalsetter or Goalsetter Gold, but would not receive the services provided by Goalsetter or Goalsetter Gold, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the ETFs and the fees charged by Goalsetter Gold to fully understand the total fees to be paid.

In addition, DriveWealth will retain an equal amount of the interest earned on uninvested cash balance, which has the effect of reducing the yield clients receive on their cash balance. More details on this arrangement and its material conflicts of interest can be found in the Cash Sweep Program section below. Notwithstanding the preceding, Goalsetter Gold will bear all out-of-pocket expenses incurred in connection with the account(s), including custodial costs, brokerage costs, and tax information for clients and regulatory authorities, and all filing costs, fees, and any other expenses which are directly related to the investment of the Client's assets for individuals who signed up before January 1, 2022. However, Clients will be responsible for expenses associated with maintaining mobile phones and internet access, which are required to use the Goalsetter Gold platform.

C. Advance Payment of Fees and Account Termination

Goalsetter Gold is compensated for its services in advance of the completion of the month in which investment advisory services are rendered. Either party may terminate the Platform agreement, at any time, by providing advance written notice to the other party. The Client's Goalsetter account may be suspended, closed, or otherwise terminated if there has been a default under the terms of the agreement with the Advisor. This includes failing to pay advisory fees when they become due.

D. Compensation for Sales of Securities

Goalsetter Gold does not buy or sell securities or 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

Goalsetter Gold does not charge performance-based fees for its investment advisory services. The fees charged by Goalsetter Gold 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.

Goalsetter Gold does not manage any proprietary investment funds or limited partnerships (e.g., a mutual fund or a hedge fund). It has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Goalsetter Gold offers investment advisory services to individuals. The number of each type of Client serviced by the Advisor is available on Goalsetter Gold's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Goalsetter Gold generally does not impose a minimum account size for establishing a relationship.

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

A. Methods of Analysis

Goalsetter Gold employs qualitative evaluation as well as a quantitative analysis in developing investment recommendations for its Clients. While this type of analysis helps the Advisor evaluate a potential ETFs, it does not guarantee that the investment will increase in value. ETFs meeting the investment criteria utilized in the quantitative analysis may lose value and may have negative investment performance. The Advisor monitors certain indicators to determine if adjustments are appropriate. Additional details on the Advisor's review process are included in Item 13 – Review of Accounts.

B. Risk of Loss

Investing in stocks and ETFs with Goalsetter Gold involves certain investment risks. Stocks and ETFs may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. There is no guarantee that a Client will meet their investment goals.

Past performance is not a guarantee of future returns. Investing in securities and other investments involves a risk of loss that each Client should understand and be willing to bear. Goalsetter Gold is an internet investment adviser, therefore, Clients are unable to discuss these risks with Goalsetter Gold.

The Advisor shall rely on 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 promptly update the Client's information in the Platform to reflect any changes in financial condition, goals, or other factors that may affect this analysis.

The following are potential risks to client portfolios, such risks include but are not limited to:

1. *No Assurance of Investment Return.* There can be no assurance that any Client will be able to generate returns for their investments or that the returns will be commensurate with the risks of investing in the type of investments in which such Client participates. Accordingly, before investing, Clients should consider whether they can afford a loss of their entire investment. There can be no assurance that projected or targeted returns for any Client will be achieved.
2. *Management Risk and Fees.* There can be no assurance that Client's investment objective or goal, or that the securities recommended or selected by Advisor will produce the intended result. Additionally, although Goalsetter Gold tries to monitor and avoid excessive fees that may adversely affect performance, Clients should continually monitor the amount of fees paid to Goalsetter Gold in comparison to the account value. There may be other advantages for Clients to consider, including the investment advice and access to certain stocks or access to blocks of shares in a stock, nevertheless, Clients should continually monitor for this risk.
3. *Stock Market Risk.* Investing in the stock market exposes Clients to stock market risk including the decline of stock prices.
4. *Exchange-traded funds ("ETFs").* ETFs which may be recommended by Goalsetter Gold may invest involve certain inherent risks generally associated with investments in a portfolio of underlying securities, including the risk that the general level of the underlying security prices may decline, thereby adversely affecting the value of each unit of the ETF. Moreover, an ETF may not fully replicate the performance of its benchmark index because of the temporary unavailability of certain securities in the secondary market or discrepancies between the ETF and the benchmark index with respect to the weighting of securities or the number of securities held. Investing in ETFs carries the risk of capital loss. ETFs are not guaranteed or insured by the FDIC or any other government agency. You can lose money investing in ETFs. ETFs in which the strategies invest have their own fees and expenses as set forth in the ETF prospectuses. These fees and expenses lower investment returns. Although ETFs themselves are generally classified as equities, the underlying holdings of ETFs can include a variety of asset classes, including but not limited to equities, bonds, foreign currencies, physical commodities, and derivatives. Full disclosure of the specific risks of ETFs is in the respective prospectus of each fund. ETFs may have exposure to derivative instruments, such as futures contracts, forward contracts, options, and swaps. There is a risk that a derivative may not perform as expected. The main risk with derivatives is that some types can amplify a gain or loss, potentially earning or losing substantially more money than the actual cost of the derivative, or that the counterparty may fail to honor its contract terms, causing a loss for the ETF. Use of these instruments may also involve certain costs and risks such as liquidity risk, interest rate risk, market risk, credit risk, management risk, and the risk that an ETF could not close out a position when it would be most advantageous to do so.
5. *Fractional Shares Risks:* The use of fractional shares provides certain benefits to our Clients, such as providing opportunities for broader diversification and the ability to invest smaller dollar amounts. However, fractional share investing comes with unique risks and limitations when compared to whole share investing. Fractional shares are non-transferable and, in the event a client wishes to transfer account assets to another financial institution, the fractional share positions may need to be sold for cash proceeds to be transferred instead, which may be a taxable event. In addition, any dividends payable to a fractional share position must be greater than \$0.01 in order to be received. As a result, a Goalsetter Gold account with a relatively low balance could be required to liquidate all assets prior to a transfer or closing of an account. This could also limit a low-balanced account from

realizing income objectives that may be important to the investment strategy pursued by ETFs held in a client account.

6. *Cybersecurity Risks.* Recent events have illustrated the ongoing cybersecurity risks to which companies are subject, including potential substantial losses in the form of stolen, lost, or corrupted:

(i) customer data or payment information; (ii) customer financial information; (iii) company software, contact lists or other databases; (iv) proprietary information or trade secrets; or (v) other items. Substantial losses may also be sustained if a cyber-attack results in the destruction or malicious operation of a company's physical assets. Electronic ransom risk (or ransomware) is a growing threat as well, resulting in the inability to properly operate a given asset until substantial sums are paid to release hostile software. In certain events, a company's failure or deemed failure to address and mitigate cybersecurity risks may be the subject of civil litigation or regulatory or other action. Any of such circumstances could subject a company, or the relevant Client, to substantial losses. In addition, if such a cyber-attack or other unauthorized access is directed at Advisor or one of its service providers holding its financial or investor data, Advisor, its affiliates, or the Clients may also be at risk of loss, despite efforts to prevent and mitigate such risks under Goalsetter Gold's policies.

7. *Global Pandemics.* Investors should be aware that public health emergencies or pandemics, including, but not limited to COVID-19, could have a significant impact on Goalsetter Gold and could adversely affect a Client's ability to fulfill its investment objectives. The effects of pandemics may temporarily or permanently materially and adversely impact the value and performance of a Client's investments, and a Client's ability to achieve its investment objectives, all of which are impossible to predict and could result in significant losses to a Client. In addition, the operations of Advisor may be significantly impacted, or even temporarily or permanently halted, because of government quarantine measures, voluntary and precautionary restrictions on travel and other factors related to pandemics such as COVID-19, including its potential adverse impact on the health of Advisor's personnel.

8. *Data Sources Risks.* Although the Advisor obtains data and information from third party sources that it considers to be reliable, the Advisor does not warrant or guarantee the accuracy and/or completeness of any data or information provided by these sources and no express or implied warranties are made by the Advisor. In addition, should third parties have cybersecurity incidents, Goalsetter Gold may be unable to fulfill its obligations to Clients.

9. *Third-Party Service Provider Risks.* Cyber security and technology disruptions, failures or breaches by a third-party service provider or the issuers of ETFs in which Clients invest, have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, and/or additional compliance costs, including the cost to prevent cyber incidents.

Item 9 – Disciplinary Information

There are no legal, regulatory, or disciplinary events involving Goalsetter Gold or any of its Supervised Persons. Goalsetter Gold values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov and can be found by searching by our firm name or our CRD# 313765.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Goalsetter Gold is to provide investment advisory services to its Clients. However, the Supervised Persons of Goalsetter Gold are involved in other business endeavors relating to Goalsetter Gold's affiliates. These other business endeavors are not investment related. Goalsetter Gold does not maintain any affiliations with other firms other than contracted service providers to assist with the servicing of its Clients' accounts.

Clients of Goalsetter Gold, however, must first, have a funding account established with Goalsetter prior to opening an account at Goalsetter Gold. There is a separate fee charged to Clients for the use of the Goalsetter funding account.

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

A. Code of Ethics

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

B. Personal Trading with Material Interest

Goalsetter Gold allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Goalsetter Gold 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. Goalsetter Gold does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Goalsetter Gold allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of our Clients. Owning the same securities that we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material, non-public information controls); gifts and entertainment; outside business activities; and personal securities reporting. When trading for personal accounts, Supervised Persons 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. Goalsetter Gold mitigates this risk by conducting a coordinated review of personal accounts and the accounts of the Clients. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at the Same Time as Client

Due to the limited nature of Goalsetter Gold's investment advice, we allow our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. However, at no time will Goalsetter Gold, or any Supervised Person of Goalsetter Gold, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

Goalsetter Gold engages DriveWealth, LLC an SEC-registered broker-dealer and a member of the Financial Industry Regulatory Authority (FINRA) to provide execution and clearing services to the Goalsetter Gold clients. Goalsetter Gold places all Client trades, including buying or selling of stocks or ETFs that were selected by the Client, through DriveWealth which also serves as custodian for Client accounts.

By establishing an account with DriveWealth, clients provide their consent to have uninvested cash balances held in their account automatically invested into a cash sweep program made available by the custodian. Under the Program, the Advisor is responsible for selecting the vehicle for the cash sweep program ("***Sweep Program***"), which is a brokerage service provided by the DriveWealth that automatically transfers clients' uninvested cash into either money market mutual funds ("***Money Market Funds***") or interest-paying FDIC insured bank accounts. The Advisor's selection of the cash sweep vehicle applies to all clients participating in the Program and clients should be aware that there are sweep vehicles other than the one purchased under the Program that offer higher yields.

Item 13 – Review of Accounts

Goalsetter Gold does not review its Client accounts on any periodic basis. Clients make the ultimate decision regarding Goalsetter Gold's recommendation. Clients are encouraged to update their investment profile if they have material changes that may impact their investment strategy or investment goals.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Goalsetter Gold

Goalsetter Gold is a subscription fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Goalsetter Gold does not receive commissions or other compensation from product sponsors, broker-dealers, or any unrelated third party.

B. Client Referrals from Solicitors

Goalsetter Gold does not engage paid solicitors for Client referrals. However, Goalsetter Gold's affiliate, Goalsetter sells a bundled package of both the Goalsetter App and Goalsetter Gold to other registered investment advisors as a "white-labeled" product. These investment advisors offer the package of services to their clients, who then may sign up for Goalsetter Gold. Investment advisors who offer this white-labeled product pay fees to Goalsetter. Therefore, these investment advisors refer clients to Goalsetter Gold.

Item 15 – Custody

Goalsetter Gold does not accept or maintain custody of any Client accounts. Clients' funds and securities are retained by DriveWealth. Clients should review statements provided by DriveWealth and

compare to any reports provided by Goalsetter Gold to ensure accuracy, as DriveWealth does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

Item 16 – Investment Discretion

Goalsetter Gold does not exercise discretion over the selection and number of securities to be bought or sold in Client accounts.

Item 17 – Voting Client Securities

Goalsetter Gold does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from DriveWealth.

Item 18 – Financial Information

Neither Goalsetter Gold nor its management have any adverse financial situations that would reasonably impair the ability of Goalsetter Gold to meet all obligations to its Clients. Neither Goalsetter Gold nor any of its advisory persons has been subject to bankruptcy or financial compromise. Goalsetter Gold is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.