

## **IronBridge Private Wealth, LLC**

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**September 23, 2021 Brochure**

This brochure ("Brochure") provides information about the qualifications and business practices of IronBridge Private Wealth, LLC ("IronBridge"). If you have any questions about the contents of this Brochure, please contact us at (512) 327-8901 or [jim.denholm@ironbridge360.com](mailto:jim.denholm@ironbridge360.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state authority.

Additional information about IronBridge also is available on the SEC's website at [www.AdviserInfo.sec.gov](http://www.AdviserInfo.sec.gov).

## **Item 2 Material Changes**

Since the filing of our last Annual Updating Amendment dated March 11, 2021, we made the following material changes:

We amended Item 18 to disclose that we received funds from the Paycheck Protection Program ("PPP") through the U.S. Small Business Administration, which was part of the economic relief provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. We used the PPP funds as permitted by the CARES Act. We subsequently satisfied the terms of the loans and have therefore removed the disclosure from Item 18."

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## Item 4 Advisory Business

### General Information

IronBridge, a Delaware limited liability company, was formed in February 2017.

### Advisory Clients

IronBridge provides discretionary and non-discretionary portfolio management as well as financial planning and general consulting services to individuals, corporations, trusts, estates and charitable organizations.

At the outset of each client relationship, IronBridge spends time with the client, asking questions, discussing the client's investment experience and financial circumstances, and broadly identifying major goals of the client. Clients may elect to retain IronBridge to prepare a full financial plan. This written report is presented to the client for consideration, and in most cases, clients subsequently retain IronBridge to manage the investment portfolio on an ongoing basis.

For those financial planning clients making this election and for other clients who retain IronBridge for portfolio management services, based on all of the information gathered, IronBridge generally develops with each client:

- a financial outline for the client based on the client's financial circumstances and goals, and the client's risk tolerance level (the "Financial Profile"); and
- the client's investment objectives and guidelines (the "Investment Plan").

The Financial Profile is a reflection of the client's current financial picture and a look to the future goals of the client. The Investment Plan outlines the types of investments IronBridge will make or recommend on behalf of the client based on IronBridge's own research and analysis in order to meet those goals. The elements of the Financial Profile and the Investment Plan are discussed periodically with each client, but are not necessarily written documents.

Finally, where IronBridge provides only limited financial planning or general consulting services, IronBridge will work with the client to prepare an appropriate summary of the specific project(s) to the extent necessary or advisable under the circumstances.

### *Portfolio Management*

As described above, IronBridge will develop an Investment Plan with each portfolio management client. Based on the financial profile required by the custodian and an interview with the client, investment advice is tailored to each client's individual Investment Plan reflecting each client's needs and investment objectives. The Investment Plan will be updated from time to time when requested by the client, or when determined to be necessary or advisable by IronBridge based on updates to the client's financial or other circumstances.

To implement the client's Investment Plan, IronBridge will manage the client's investment portfolio on a discretionary or a non-discretionary basis pursuant to an investment advisory agreement with the client. As a discretionary investment adviser, IronBridge will have the authority to supervise and direct the portfolio without prior consultation with the client. Clients who choose a non-discretionary arrangement must be contacted prior to the execution of any trade in the account(s) under management. This may result in a delay in executing recommended trades, which could adversely affect the performance of the portfolio. This delay also normally means the affected account(s) will not

be able to participate in block trades, a practice designed to enhance the execution quality, timing and/or cost for all accounts included in the block. In a non-discretionary arrangement, the client retains the responsibility for the final decision on all actions taken with respect to the portfolio.

Notwithstanding the foregoing, clients may impose certain written restrictions on IronBridge in the management of their investment portfolios, such as prohibiting the inclusion of certain types of investments in an investment portfolio or prohibiting the sale of certain investments held in the account at the commencement of the relationship. Each client should note, however, that restrictions imposed by a client may adversely affect the composition and performance of the client's investment portfolio. Each client should also note that his or her investment portfolio is treated individually by giving consideration to each purchase or sale for the client's account. For these and other reasons, performance of client investment portfolios within the same investment objectives, goals and/or risk tolerance may differ and clients should not expect that the composition or performance of their investment portfolios would necessarily be consistent with similar clients of IronBridge.

#### *Separate Account Managers*

When appropriate and in accordance with the Investment Plan for a client, IronBridge may utilize one or more Separate Account Managers (each, a "Manager"). Having access to various Managers offers a wide variety of manager styles, and offers clients the opportunity to utilize more than one Manager if necessary to meet the needs and investment objectives of the client. IronBridge will usually select the Manager(s) it deems most appropriate for the client. Factors that IronBridge considers in recommending/selecting Managers generally includes the client's stated investment objective(s), management style, performance, risk level, reputation, financial strength, reporting, pricing, and research.

The Manager(s) will generally be granted discretionary trading authority to provide investment supervisory services for the portfolio. Under certain circumstances, IronBridge retains the authority to terminate the Manager's relationship or to add new Managers without specific client consent. In other cases, the client will ultimately select one or more Managers recommended by IronBridge.

In any case, with respect to assets managed by a Manager, IronBridge's role will be to monitor the overall financial situation of the client, to monitor the investment approach and performance of the Manager(s), and to assist the client in understanding the investments of the portfolio.

#### *Financial Planning*

IronBridge also offers financial planning services, as described below. These services may be provided on a stand-alone basis or may be coupled with ongoing portfolio management.

It typically takes 4-6 weeks to develop a financial plan. The steps include the following:

- information gathering
- preliminary plan
- discussion with the client
- modifications if necessary
- client meeting to finalize the plan

The financial planning process may take longer depending on the complexity of the client's financial needs and objectives.

Financial planning may include advice that addresses one or more areas of a client's financial situation, such as estate planning, risk management, budgeting and cash flow controls, retirement planning, education funding, and investment portfolio design and ongoing management. Depending on a client's particular situation, financial planning may include some or all of the following:

- Gathering factual information concerning the client's personal and financial situation;
- Assisting the client in establishing financial goals and objectives;
- Analyzing the client's present situation and anticipated future activities in light of the client's financial goals and objectives;
- Identifying problems foreseen in the accomplishment of these financial goals and objectives and offering alternative solutions to the problems;
- Making recommendations to help achieve retirement plan goals and objectives;
- Designing an investment portfolio to help meet the goals and objectives of the client;
- Providing estate planning;
- Assessing risk and reviewing basic health, life and disability insurance needs;
- Reviewing goals and objectives and measuring progress toward these goals;
- Providing advice to retirement and pension plan participants on diversification strategies and asset allocation; or
- Providing general investment education, which may include basic information regarding insurance products, mutual funds, annuities, inflation, risk and diversification.

Once financial planning advice is given, the client may choose to have IronBridge implement the client's Financial Plan and manage the investment portfolio on an ongoing basis. Any financial planning fee may be waived at IronBridge's sole discretion if the client engages portfolio management services. However, the client is under no obligation to act upon any of the recommendations made by IronBridge under a financial planning engagement and/or engage the services of any recommended professional.

#### *General Consulting*

In addition to the foregoing services, IronBridge may provide general consulting services to clients. These services are generally provided on a project basis, and may include, without limitation, minimal cash flow planning for certain events such as education expenses or retirement, estate planning analysis, income tax planning analysis and review of a client's insurance portfolio, as well as other matters specific to the client as and when requested by the client and agreed to by IronBridge. The scope and fees for consulting services will be negotiated with each client at the time of engagement for the applicable project.

#### **Principal Owners**

James M. Denholm III is the sole principal owner of IronBridge.

#### **Type and Value of Assets Currently Managed**

As of March 1, 2021, we provide continuous management services for \$190,137,228 in client assets on a discretionary basis, and \$607,782 in client assets on a non-discretionary basis. We also manage \$62,795,000 in client assets on a non-continuous basis.

### **Item 5 Fees and Compensation**

#### **General Fee Information**

Fees paid to IronBridge are exclusive of all custodial and transaction costs paid to the client's custodian, brokers or other third party consultants. Please see *Item 12 - Brokerage Practices* for additional information. Fees paid to IronBridge are also separate and distinct from the fees and expenses charged by mutual funds, exchange traded funds ("ETFs") or other investment pools to their shareholders (generally including a management fee and fund expenses, as described in each fund's prospectus or offering materials). The client should review all fees charged by funds, brokers, IronBridge and others to fully understand the total amount of fees paid by the client for investment and financial-related services.

#### *Portfolio Management Fees*

The annual fee schedule for portfolio management, based on the amount of assets under the firm's management, is as follows:

<b>Assets</b>	<b>Fee Rate</b>
\$50,000 - \$2,000,000	1.25%
\$2,000,001 - \$5,000,000	1.00%
\$5,000,001 +	0.75%

The minimum portfolio value is generally set at \$50,000. We combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above. The minimum annual fee for any account is \$1,000. IronBridge may, at its discretion, make exceptions to the foregoing or negotiate special fee arrangements where IronBridge deems it appropriate under the circumstances. In addition, IronBridge may, in its discretion, enter into performance-based fee arrangements with certain high net worth clients as described below under *Item 6 - Performance-Based Fees and Side-by-Side Management*.

Portfolio management fees are generally payable quarterly, in advance. If applicable, performance fees are payable annually in arrears. If management begins after the start of a quarter, fees will be prorated accordingly. Fees are normally debited directly from client account(s), unless other arrangements are made.

Fees will be adjusted for deposits and withdrawals over \$25,000 made during the calendar year. In the event the client makes a complete withdrawal from the account on a date other than year-end, fees will be due at the time of withdrawal.

Either IronBridge or the client may terminate their investment advisory agreement at any time, subject to any written notice requirements in the investment advisory agreement. In the event of termination, any paid but unearned fees will be promptly refunded, either by check or deposited into the client's account, based on the number of days that the account was managed, and any fees due to IronBridge from the client will be invoiced or deducted from the client's account prior to termination.

#### *Separate Account Manager Fees*

When one or more Managers are utilized, the Manager(s)' fees will be separate from and in addition to IronBridge's fee.

#### *Financial Planning Fees*

When IronBridge provides stand-alone financial planning services to clients, these fees are generally in the form of a flat fee ranging from \$1,000 to \$20,000 or an hourly rate ranging from \$250 to \$500 negotiated at the time of the engagement for such services and are normally based on the scope of the engagement. After completion and delivery of the financial plan, the client may decide to engage IronBridge to manage the portfolio on an ongoing basis in which case the portfolio management fee schedule will become applicable. If the client does not engage IronBridge to manage the portfolio on an ongoing basis, the client may be charged hourly for any additional changes or planning requested.

#### *General Consulting Fees*

When IronBridge provides general consulting services to clients, these services are generally separate from IronBridge's financial planning and portfolio management services. Fees for general consulting are generally in the form of a flat fee ranging from \$1,000 to \$20,000 or an hourly rate ranging from \$250 to \$500 negotiated at the time of the engagement for such services.

### **Item 6 Performance-Based Fees and Side-By-Side Management**

As noted above, IronBridge may offer to manage client portfolios pursuant to a "performance fee" arrangement. A performance arrangement is one in which a client compensates IronBridge, at least in part, for its services by paying IronBridge a percentage of the net profits of the client's investment portfolio. IronBridge generally charges performance-based fees on gains each year. However, if a portfolio subject to such a fee arrangement declines in value, no performance fee will be charged until prior losses have been recouped.

The fixed portion of the fee is at a discounted rate relative to the General Portfolio Management Fees detailed in Item 5," payable quarterly in advance. The performance fee is generally equal to a maximum of 10% of profits subject to minimum return hurdle of the annual gross profits. The benchmark hurdle is either 4%, 6% or 8% depending on strategy return, achieved within a calendar year. In the event portfolio profits are down in excess of negative 4%, 6% or 8% (corresponding to the set benchmark hurdle) for such annual period, the fixed portion of the fee will be reduced by 20% for the next annual period.

Fees will be adjusted for deposits and withdrawals over \$25,000 made during the calendar year. In the event the client makes a complete withdrawal from the account on a date other than year-end, fees will be due at the time of withdrawal. Refer to the *Fees and Compensation* section above for additional information on this topic.

Alternatively, IronBridge offers a performance fee arrangement where the client will not pay a fixed management fee. The Client will pay a performance fee equal to 10% of profits when monthly portfolio profits exceed a negotiated hurdle rate for the applicable calendar month. The Performance Fee will be calculated and paid to IronBridge monthly in arrears and will be based upon the Portfolio Profits of the immediately preceding calendar month.

All performance fees are subject to negotiation at IronBridge's discretion.

Performance-based fee arrangements are only available to clients who meet the eligibility requirements. The minimum requirements under the rule state that the client generally is not eligible unless he/she has at least \$1,000,000 under management with IronBridge or has a net worth of at least \$2,100,000. Performance-based fees are calculated and assessed in arrears, and the client should carefully review the fee calculations for accuracy.

Performance-based fee arrangements may create certain conflicts of interest for IronBridge. For example, performance-based fee arrangements may create an incentive for IronBridge to take more risk in a client's portfolio than IronBridge would otherwise take in a non-performance fee based account. In addition, IronBridge may have an incentive to favor performance-based accounts by placing trades for these accounts before non-performance fee based accounts.

## **Item 7 Types of Clients**

IronBridge serves individuals, pension and profit-sharing plans, corporations, trusts, estates and charitable organizations.

## **Item 8 Methods of Analysis, Investment Strategies and Risk of Loss**

### **Methods of Analysis**

IronBridge reviews each client's Investment Plan and develops a customized investment strategy for each client. The primary vehicles for investment used by IronBridge are separately-managed accounts ("SMAs"), mutual funds, ETFs, closed-end funds, common stock and fixed income securities. In selecting investments for an individual account in accordance with the client's Investment Plan, IronBridge generally applies traditional fundamental analysis including, without limitation, the following factors:

- Financial strength ratios;
- Price-to-earnings ratios;
- Dividend yields; and
- Growth rate-to-price earnings ratios

IronBridge may incorporate other methods of analysis, such as:

Charting Analysis - involves gathering and processing price and volume information for a particular security and may include, without limitation:

- mathematical analysis;
- graphing charts; and
- estimations of future price movements based on perceived patterns and trends.

Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.

Cyclical Analysis - involves evaluating recurring price patterns and trends.

Quantitative Analysis - involves understanding and/or predicting behavior or events in the financial markets through the use of mathematical measurements and calculations, statistical modeling and research and may include, without limitation:

- money flow analysis;
- sentiment analysis; and
- liquidity analysis

Mutual funds and ETFs are generally evaluated and selected based on a variety of factors, including, as applicable and without limitation, past performance, fee structure, portfolio manager, fund sponsor, overall ratings for safety and returns, and other factors.

Fixed income investments may be used as a strategic investment, as an instrument to fulfill liquidity or income needs in a portfolio, or to add a component of capital preservation. IronBridge may evaluate and select individual bonds or bond funds based on a number of factors including, without limitation, rating, yield and duration.

## **Investment Strategies**

IronBridge's strategic approach is to invest each portfolio in accordance with the Investment Plan that has been developed specifically for each client. This means that the following strategies may be used in varying combinations over time for a given client, depending upon the client's individual circumstances:

*Long Term Purchases* - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

*Short Term Purchases* - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short term price fluctuations.

*Short Sales* - a securities transaction in which an investor sells securities he or she borrowed in anticipation of a price decline. The investor is then required to return an equal number of shares at some point in the future. A short seller will profit if the stock goes down in price.

*Margin Transactions* - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

*Trading* - generally considered holding a security for less than thirty (30) days.

*Options Trading/Writing* - a securities transaction that involves buying or selling (writing) an option. If you write an option, and the buyer exercises the option, you are obligated to purchase or deliver a specified number of shares at a specified price at the exercise of the option regardless of the market value of the security at expiration of the option. Buying an option gives you the right to purchase or sell a specified number of shares at a specified price until the date of expiration of the option regardless of the market value of the security at expiration of the option.

## **Risk of Loss**

Investing in securities involves risk of loss that the client should be prepared to bear. IronBridge does not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

While IronBridge seeks to diversify clients' investment portfolios across various asset classes consistent with their Investment Plans in an effort to reduce risk of loss, all investment portfolios are subject to risks. Accordingly, there can be no assurance that client investment portfolios will be able to fully meet their investment objectives and goals, or that investments will not lose money.

Below is a description of several of the principal risks that client investment portfolios face.

*Management Risks.* While IronBridge manages client investment portfolios or recommends one or more Managers based on IronBridge's experience, research and proprietary methods, the value of client investment portfolios will change daily based on the performance of the underlying securities in which they are invested. Accordingly, client investment portfolios are subject to the risk that IronBridge or a Manager allocates assets to asset classes that are adversely affected by unanticipated market movements, and the risk that IronBridge's or a Manager's specific investment choices could underperform their relevant indexes.

*Economic Conditions.* Changes in economic conditions, including, for example, interest rates, inflation rates, employment conditions, competition, technological developments, political and diplomatic events and trends, and tax laws may adversely affect the business prospects or perceived prospects of companies. While IronBridge or a Manager performs due diligence on the companies in whose securities it invests, economic conditions are not within the control of IronBridge or the Manager and no assurances can be given that IronBridge or the Manager will anticipate adverse developments.

*Risks of Investments in Mutual Funds, ETFs and Other Investment Pools.* As described above, IronBridge and any Managers may invest client portfolios in mutual funds, ETFs and other investment pools ("pooled investment funds"). Investments in pooled investment funds are generally less risky than investing in individual securities because of their diversified portfolios; however, these investments are still subject to risks associated with the markets in which they invest. In addition, pooled investment funds' success will be related to the skills of their particular managers and their performance in managing their funds. Pooled investment funds are also subject to risks due to regulatory restrictions applicable to registered investment companies under the Investment Company Act of 1940, as amended.

*Risks Related to Alternative Investment Vehicles.* From time to time and as appropriate, IronBridge and any Managers may invest a portion of a client's portfolio in alternative vehicles. The value of client portfolios will be based in part on the value of alternative investment vehicles in which they are invested, the success of each of which will depend heavily upon the efforts of their respective managers. When the investment objectives and strategies of a manager are out of favor in the market or a manager makes unsuccessful investment decisions, the alternative investment vehicles managed by the manager may lose money. A client account may lose a substantial percentage of its value if the investment objectives and strategies of many or most of the alternative investment vehicles in which it is invested are out of favor at the same time, or many or most of the managers make unsuccessful investment decisions at the same time.

*Equity Market Risks.* IronBridge and any Managers will generally invest portions of client assets directly into equity investments, primarily stocks, or into pooled investment funds that invest in the stock market. As noted above, while pooled investment funds have diversified portfolios that may make them less risky than investments in individual securities, funds that invest in stocks and other equity securities are nevertheless subject to the risks of the stock market. These risks include, without limitation, the risks that stock values will decline due to daily fluctuations in the markets, and that stock values will decline over longer periods (e.g., bear markets) due to general market declines in the stock prices for all companies, regardless of any individual security's prospects.

*Fixed Income Risks.* IronBridge and any Managers may invest portions of client assets directly into fixed income instruments, such as bonds and notes, or may invest in pooled investment funds that invest in bonds and notes. While investing in fixed income instruments, either directly or through pooled investment funds, is generally less volatile than investing in stock (equity) markets, fixed income investments nevertheless are subject to risks. These risks include, without limitation, interest

rate risks (risks that changes in interest rates will devalue the investments), credit risks (risks of default by borrowers), or maturity risk (risks that bonds or notes will change value from the time of issuance to maturity).

*Short Sales.* IronBridge or a Manager, on behalf of its clients, may from time to time sell securities short in anticipation of the realization of a gain if the securities sold short should decline in market value. A short sale is affected by selling a security that the client does not own, or selling a security which the client owns but which it does not deliver upon consummation of the sale. In order to make delivery to the buyer of a security sold short, the client must borrow the security. In so doing, it incurs the obligation to replace that security, whatever its price may be, at the time it is required to deliver it to the lender. The client must also pay to the lender of the security any dividends or interest payable on the security during the borrowing period and may have to pay a premium to borrow the security. This obligation must, unless the client then owns or has the right to obtain, without payment, securities identical to those sold short, be collateralized by a deposit of cash and/or marketable securities with the lender. A short sale of a security involves the risk of a theoretically unlimited increase in the market price of the security, which could result in an inability to cover the short position and a theoretically unlimited loss to the client.

*Foreign Securities Risks.* IronBridge and any Managers may invest portions of client assets into pooled investment funds that invest internationally. While foreign investments are important to the diversification of client investment portfolios, they carry risks that may be different from U.S. investments. For example, foreign investments may not be subject to uniform audit, financial reporting or disclosure standards, practices or requirements comparable to those found in the United States. Foreign investments are also subject to foreign withholding taxes and the risk of adverse changes in investment or exchange control regulations. Finally, foreign investments may involve currency risk, which is the risk that the value of the foreign security will decrease due to changes in the relative value of the U.S. dollar and the security's underlying foreign currency.

*Lack of Diversification.* Client accounts may not have a diversified portfolio of investments at any given time, and a substantial loss with respect to any particular investment in an undiversified portfolio will have a substantial negative impact on the aggregate value of the portfolio.

## Item 9 Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of IronBridge or the integrity of IronBridge's management. IronBridge has no disciplinary events to report.

## Item 10 Other Financial Industry Activities and Affiliations

### Other Material Relationships

Douglas Zullo is a licensed insurance agent. In his capacity as a licensed insurance agent, and he may recommend the purchase of certain insurance-related products on a commission basis, and from time to time, will offer Clients advice or products from those activities. Ironbridge Private Wealth, LLC is not compensated by the insurance products purchased through Mr. Zullo.

Clients can engage Mr. Zullo to effect insurance transactions on a commission basis. The recommendation that a Client purchase an insurance commission product presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular Client's need.

Client is under no obligation to act upon any recommendations by Mr. Zullo with respect to the purchase of any insurance or investment product or service, and if the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transactions through Mr. Zullo. Such recommendations may be implemented through an insurance agent or other financial intermediary of the Client's own choosing who may provide products or services at lower cost.

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

### **Code of Ethics and Personal Trading**

IronBridge has adopted a Code of Ethics ("the Code"), the full text of which is available to you upon request by contacting IronBridge at the telephone number on the front page of this brochure.

IronBridge's Code has several goals. First, the Code is designed to assist IronBridge in complying with applicable laws and regulations governing its investment advisory business. IronBridge owes fiduciary duties to its clients. Pursuant to these fiduciary duties, the Code requires IronBridge associated persons to act with honesty, good faith and fair dealing in working with clients. In addition, the Code prohibits associated persons from trading or otherwise acting on insider information.

Next, the Code sets forth guidelines for professional standards for IronBridge's associated persons (managers, officers and employees). Under the Code's Professional Standards, IronBridge expects its associated persons to put the interests of its clients first, ahead of personal interests. In this regard, IronBridge associated persons are not to take inappropriate advantage of their positions in relation to IronBridge clients.

Third, the Code sets forth policies and procedures to monitor and review the personal trading activities of associated persons. From time to time IronBridge's associated persons may invest in the same securities recommended to clients. This may create a conflict of interest because associated persons of IronBridge may invest in securities ahead of or to the exclusion of IronBridge clients. Under its Code, IronBridge has adopted procedures designed to reduce or eliminate conflicts of interest that this could potentially cause. The Code's personal trading policies include procedures for limitations on personal securities transactions of associated persons, including generally disallowing trading by an associated person in any security within one day before any client account trades or considers trading the same security and the creation of a restricted securities list, reporting and review of personal trading activities and pre-clearance of certain types of personal trading activities. These policies are designed to discourage and prohibit personal trading that would disadvantage clients. The Code also provides for disciplinary action as appropriate for violations.

### **Participation or Interest in Client Transactions**

As outlined above, IronBridge has adopted procedures to protect client interests when its associated persons invest in the same securities as those selected for or recommended to clients. In the event of any identified potential trading conflicts of interest, IronBridge's goal is to place client interests first.

Consistent with the foregoing, IronBridge maintains policies regarding participation in initial public offerings ("IPOs") and private placements in order to comply with applicable laws and avoid conflicts with client transactions. If an associated person wishes to participate in an IPO or invest in a private placement, he/she must submit a pre-clearance request and obtain the approval of the Chief Compliance Officer.

If associated persons trade with client accounts (e.g., in a bundled or aggregated trade), and the trade is not filled in its entirety, the associated person's shares will be removed from the block, and the balance of shares will be allocated among client accounts in accordance with IronBridge's written policy.

## **Item 12 Brokerage Practices**

### **Best Execution and Benefits of Brokerage Selection**

When given discretion to select the brokerage firm that will execute orders in client accounts, IronBridge seeks "best execution" for client trades, which is a combination of a number of factors, including, without limitation, quality of execution, services provided and commission rates. Therefore, IronBridge may use or recommend the use of brokers who do not charge the lowest available commission in the recognition of research and securities transaction services, or quality of execution. Research services received with transactions may include proprietary or third party research (or any combination), and may be used in servicing any or all of IronBridge's clients. Therefore, research services received may not be used for the account for which the particular transaction was effected.

IronBridge may recommend that clients establish brokerage accounts with Raymond James, a FINRA registered broker-dealer, member SIPC, to maintain custody of clients' assets. IronBridge may effect trades for client accounts at Raymond James, or may in some instances, consistent with IronBridge's duty of best execution and specific investment advisory agreement with each client, elect to execute trades elsewhere. Although IronBridge may recommend that clients establish accounts at Raymond James, it is ultimately the client's decision to custody assets with Raymond James. IronBridge is independently owned and operated and is not affiliated with Raymond James.

IronBridge participates in the Raymond James service program. While there is no direct link between the investment advice IronBridge provides and participation in the Raymond James program, IronBridge receives certain economic benefits from the Raymond James program. These benefits may include software and other technology that provides access to client account data (such as trade confirmations and account statements), facilitates trade execution (and allocation of aggregated orders for multiple client accounts), provides research, pricing information and other market data, facilitates the payment of IronBridge's fees from its clients' accounts, and assists with back-office functions, recordkeeping and client reporting. Many of these services may be used to service all or a substantial number of IronBridge's accounts, including accounts not held at Raymond James. Raymond James may also make available to IronBridge other services intended to help IronBridge manage and further develop its business. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. In addition, Raymond James may make available, arrange and/or pay for these types of services to be rendered to IronBridge by independent third parties. Raymond James may discount or waive fees it would otherwise charge for some of these services, pay all or a part of the fees of a third-party providing these services to IronBridge, and/or Raymond James may pay for travel expenses relating to participation in such training. Finally, participation in the Raymond James program provides IronBridge with access to mutual funds which normally require significantly higher minimum initial investments or are normally available only to institutional investors.

The benefits received through participation in the Raymond James program do not necessarily depend upon the proportion of transactions directed to Raymond James. The benefits are received by IronBridge, in part because of commission revenue generated for Raymond James by IronBridge's clients. This means that the investment activity in client accounts is beneficial to IronBridge, because Raymond James does not assess a fee to IronBridge for these services. This creates an incentive for IronBridge to continue to recommend Raymond James to its clients. While it may be possible to obtain

similar custodial, execution and other services elsewhere at a lower cost, IronBridge believes that Raymond James provides an excellent combination of these services. These services are not soft dollar arrangements, but are part of the institutional platform offered by Raymond James.

### **Directed Brokerage**

IronBridge does not allow directed brokerage accounts.

### **Aggregated Trade Policy**

IronBridge may enter trades as a block where possible and when advantageous to clients whose accounts have a need to buy or sell shares of the same security. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro-rata basis between all accounts included in any such block. Block trading allows IronBridge to execute equity trades in a timelier, equitable manner, and may reduce overall costs to clients.

IronBridge will only aggregate transactions when it believes that aggregation is consistent with its duty to seek best execution (which includes the duty to seek best price) for its clients, and is consistent with the terms of IronBridge's investment advisory agreement with each client for which trades are being aggregated. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all IronBridge's transactions in a given security on a given business day, with transaction costs generally shared pro-rata based on each client's participation in the transaction. On occasion, owing to the size of a particular account's pro rata share of an order or other factors, the commission or transaction fee charged could be above or below a breakpoint in a pre-determined commission or fee schedule set by the executing broker, and therefore transaction charges may vary slightly among accounts. Accounts may be excluded from a block due to tax considerations, client direction or other factors making the account's participation ineligible or impractical.

IronBridge will prepare, before entering an aggregated order, a written statement ("Allocation Statement") specifying the participating client accounts and how it intends to allocate the order among those clients. If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the Allocation Statement. If the order is partially filled, it will generally be allocated pro-rata, based on the Allocation Statement, or randomly in certain circumstances. Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment over time, and the reason for different allocation is explained in writing and is approved by an appropriate individual/officer of IronBridge. IronBridge's books and records will separately reflect, for each client account included in a block trade, the securities held by and bought and sold for that account. Funds and securities of clients whose orders are aggregated will be deposited with one or more banks or broker-dealers, and neither the clients' cash nor their securities will be held collectively any longer than is necessary to settle the transaction on a delivery versus payment basis; cash or securities held collectively for clients will be delivered out to the custodian bank or broker-dealer as soon as practicable following the settlement, and IronBridge will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation.

## **Item 13 Review of Accounts**

Managed portfolios are reviewed at least quarterly, but may be reviewed more often if requested by the client, upon receipt of information material to the management of the portfolio, or at any time such review is deemed necessary or advisable by IronBridge. These factors may include, but are not limited to, the following: change in general client circumstances (e.g., marriage, divorce, retirement); or economic, political or market conditions. One of IronBridge's investment adviser representatives or principals is responsible for reviewing all accounts.

Account custodians are responsible for providing monthly or quarterly account statements which reflect the positions (and current pricing) in each account as well as transactions in each account, including fees paid from an account. Account custodians also provide prompt confirmation of all trading activity, and year-end tax statements, such as 1099 forms. IronBridge will provide additional written reports as needed or requested by the client. Clients should carefully compare the statements that they receive from IronBridge against the statements that they receive from their account custodian(s).

For those clients to whom IronBridge provides separate financial planning and/or consulting services, reviews are conducted on an as-needed or agreed-upon basis. Such reviews are conducted by one of IronBridge's investment adviser representatives or principals.

## **Item 14 Client Referrals and Other Compensation**

As noted above, IronBridge may receive some benefits from Raymond James based on the amount of client assets held at Raymond James. Please see *Item 12 - Brokerage Practices* for more information. However, neither Raymond James nor any other party is paid to refer clients to IronBridge.

## **Item 15 Custody**

Raymond James is the custodian of nearly all client accounts at IronBridge. From time to time, however, clients may select an alternate broker to hold accounts in custody.

The custodian will directly debit client account(s) for the payment of IronBridge's advisory fees. The ability to deduct advisory fees from client accounts causes IronBridge to exercise limited custody over client funds or securities. IronBridge does not have physical custody of any client funds and/or securities. It is the custodian's responsibility to provide clients with confirmations of trading activity, tax forms, and at least quarterly account statements. The account statements from the Custodian(s) will indicate the amount of the advisory fee deducted from the account each billing period. Clients are encouraged to carefully review account statements for accuracy. Clients are also asked to promptly notify IronBridge if the custodian fails to provide statements on each account held.

From time to time, in accordance with IronBridge's investment advisory agreement with clients, IronBridge will provide additional reports. As mentioned above, the account balances reflected on these reports should be compared to the balances shown on the brokerage statements to ensure accuracy. At times there may be small differences due to the timing of dividend reporting, pending trades or other similar issues.

## Item 16 Investment Discretion

As described in **Item 4 - Advisory Business**, IronBridge will accept clients on either a discretionary or non-discretionary basis. For *discretionary accounts*, a Limited Power of Attorney ("LPOA") is executed by the client, giving IronBridge the authority to carry out various activities in the account, generally including the following: (i) trade execution; (ii) the ability to request checks on behalf of the client; and (iii) the withdrawal of advisory fees directly from the account. IronBridge then directs investment of the client's portfolio using its discretionary authority. The client may limit the terms of the LPOA to the extent consistent with the client's investment advisory agreement with IronBridge and the requirements of the client's custodian.

For *non-discretionary* accounts, the client may also execute an LPOA, which allows IronBridge to carry out trade recommendations and approved actions in the portfolio. However, in accordance with the investment advisory agreement between IronBridge and the client, IronBridge does not implement trading recommendations or other actions in the account unless and until the client has approved the recommendation or action. As with discretionary accounts, clients may limit the terms of the LPOA, subject to IronBridge's investment advisory agreement with the client and the requirements of the client's custodian.

## Item 17 Voting Client Securities

As a policy and in accordance with IronBridge's investment advisory agreement, IronBridge does not vote proxies related to securities held in client accounts. The custodian of the account will normally provide proxy materials directly to the client. Clients may contact IronBridge with questions relating to proxy procedures and proposals; however, IronBridge generally does not research particular proxy proposals.

## Item 18 Financial Information

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$1,200 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this brochure.

We have not filed a bankruptcy petition at any time in the past ten years.

## Item 19 Requirements for State-Registered Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.