Basepoint Wealth, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: February 25, 2025

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Basepoint Wealth, LLC ("Basepoint" or the "Advisor"). If you have any questions about the contents of this Disclosure Brochure, please contact us at (319) 826-1898.

Basepoint 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 through Basepoint to assist you in determining whether to retain the Advisor.

Additional information about Basepoint and its advisory persons are available on the SEC's website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 289538.

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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 Basepoint.

Basepoint 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. Basepoint 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

Since Basepoint's last material update dated June 10, 2024, we have made the following material changes:

- Basepoint amended Item 8 to more thoroughly reflect our investment strategies and the risks associated.

Future 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 Basepoint.

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 with our firm name or our CRD #289538. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (319) 826-1898.

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Item 4 – Advisory Services

A. Firm Information

Basepoint Wealth, LLC ("Basepoint" or the "Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"), which is organized as a limited liability company under the laws of the State of Iowa. Basepoint was founded in September 2017 and owned and operated by Kathryn M. Wallace, William (Allen) Wallace, Bryan J. Knudson, Landis T. Wiley, and Katherine E. Kula (Chief Compliance Officer).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Basepoint.

B. Advisory Services Offered

Basepoint offers investment advisory services to high-net-worth individuals, families, trusts, estates, and businesses (each referred to as a "Client"). Basepoint provides comprehensive investment management, planning and consulting services tailored to the individual needs of each Client.

Investment Advisory Services

Basepoint 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. Basepoint works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an appropriate investment strategy. Basepoint will then construct a portfolio strategy that may include the use of our internal investment management and/or independent managers.

Internal Investment Management - Basepoint customizes its investment management services for its Clients. Portfolios are primarily constructed using mutual funds, exchange-traded funds ("ETFs"), individual stocks and fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client. The Adviser does not limit its advice to specific types of investments. The Advisor may retain legacy securities due to portfolio fit and tax considerations.

Basepoint evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Basepoint'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. If it is consistent with the Client's goals, the Advisor may also engage in an investment strategy that utilizes frequent trading in securities, please see Item 8 for more information. Basepoint will construct, implement, and monitor the Client's 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.

Basepoint, in its discretion, may redistribute investment allocations to diversify the portfolio. Basepoint 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. Basepoint 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.

Basepoint will provide investment management and related advisory services. Basepoint has custody due to the authorized deduction of the advisor's fee and to having authority to maintain client credit card information and login credentials (see Item 15). All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the investment advisory agreement.

Financial Planning and Consulting Services

Basepoint will typically provide a variety of financial planning services to Clients as part of the investment advisory engagement or as a separate engagement. 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, estate planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for 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. Basepoint 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. 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 implement the transaction through the Advisor.

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C. Client Account Management

Prior to engaging Basepoint to provide investment advisory services, each Client is required to enter into one or more advisory agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Basepoint, in connection with the Client, will develop an investment strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – Basepoint 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.
- Portfolio Construction – Basepoint will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Basepoint will provide investment management and ongoing oversight of the Client's portfolio.
- Financial Planning and Consulting – For Clients engaging for investment advisory services, Basepoint provides ongoing financial planning and related services regarding the Client's overall financial situation.

D. Wrap Fee Programs

Basepoint includes securities transaction fees together with its investment advisory fee. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". The Advisor customizes its investment management services for its Clients. The Advisor sponsors the Basepoint Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 –Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

E. Assets Under Management

As of December 31, 2024, Basepoint had $758,233,443 in discretionary assets and $7,942,390in non-discretionary assets.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of Basepoint and the Client.

A. Fees for Advisory Services

Investment Advisory Services

AUM (Household)	Annual Management Fee (on all assets managed)
$0 - $249,999	1.50%
$250,000 - $499,999	1.35%
$500,000 - $999,999	1.25%
$1,000,000 - $2,999,999	1.10%
$3,000,000 - $4,999,999	0.95%
$5,000,000 - $9,999,999	0.85%
$10,000,000 +	0.75%

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average closing market value of assets under management in the account[s] for the day. Investment advisory fees range from 0.25% to 1.50% annually depending on the level of assets to be managed, the investment strategy[ies] to be employed and/or the complexity of services to be provided.

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with Advisor. Investment advisory fees may include financial planning and consulting services, pursuant to the terms of the agreement[s] with the Advisor. All securities held in accounts managed by Basepoint will be independently valued by the Custodian. Basepoint will not have the authority or responsibility to value portfolio securities.

Performance-Based Portfolio Management Fees

Total Assets	Annual Management Fee (on all assets managed)	Annual Performance Fee (on capital appreciation)
All Assets	1.00%	20%

Performance-Based Portfolio Management Fees are only available to Qualified Clients, as defined by the SEC, and is an optional replacement for the wrap fee structure (reference Appendix 1). In order to participate in this program, the Client will need to be vetted by the firm to determine Qualified status and if performance fees are appropriate. The Client will need to agree to the terms of the fees by signing the investment advisory agreement.

Qualified Clients will pay an annual fee of up to 1.00% of assets under management along with 20% of gains based on capital appreciation. If the portfolio rises in value, then the client will pay 20% on that increase in value, but if the portfolio drops in value, then the client will not incur a new performance fee until the portfolio reaches the last highest value, adjusted for withdrawals and deposits, which is generally known as a "high water mark." Fees are negotiable.

Financial Planning and Consulting Services

Financial planning and consulting services may be included as part of an overall wealth management engagement or provided as a stand-alone engagement. For separately billed engagements, financial planning and consulting services are offered at an hourly rate ranging from $100 to $400 per hour or as a fixed engagement fee. The Advisor may also offer its services for an annual planning fee. Fees are based on the experience of the person performing the services, the complexity and duration of the services to be provided. An estimate for total hours and/or costs will be determined prior to engaging for these services.

B. Fee Billing

Investment Advisory Services

Investment advisory fees will be calculated by the Advisor or its delegate 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 month-end date. The amount due is calculated by multiplying the average daily balance (total of each day's balance for the billing cycle divided by the total number of days in the billing cycle) by the monthly fee (annual fee divided by 12). Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are highly encouraged to check the accuracy of the management fees calculation. Clients provide written authorization permitting Basepoint 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.

Payment of Performance-Based Fees

Performance-based fees are withdrawn directly from the client's accounts with client's written authorization or may be invoiced and billed directly to the client and clients may select the method in which they are billed. Fees are paid annually and in arrears.

Financial Planning and Consulting Services

Fees for project-based financial planning and consulting fees are invoiced up to 100% upon the execution of the financial planning or consulting agreement with the balance due upon completion of the engagement deliverable[s]. Fees for annual engagements may have an initial fee up to 100% of the annual fee, with monthly payments, thereafter, as specified in the financial planning agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Basepoint, in connection with investments made on behalf of the Client's account[s]. Other non-ordinary fees, which may include wire transfer fees, small account fees and other fees charged by the Custodian incurred at the direction of the Client are not included and shall be paid by the Client. Basepoint may include securities transactions costs as part of its overall advisory fees. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure. The inclusion of securities transaction fees into a single bundled fee may cost the Client more or less than if paid separately. Clients may also pay securities transaction costs if their assets are managed in a non-wrap account program.

In addition, all fees paid to Basepoint for investment advisory services are separate and distinct from the expenses charged by mutual funds and 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 funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. The Client should review both the fees charged by the fund[s] and the fees charged by Basepoint to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Advisory Services

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

Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. Basepoint will assist the Client with the termination and transition as appropriate.

Financial Planning and Consulting Services

The Advisor may be partially compensated for its financial planning and consulting services upon execution of the engagement agreement. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. Upon termination, the Client shall be responsible for fees based on the hours worked by the Advisor or the percentage of the engagement completed. Upon termination, any unearned prepaid fees will be promptly refunded to the Client. The Client's financial planning agreement with the Advisor is non-transferable without the Client's written approval.

E. Compensation for Sales of Securities

Basepoint 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

Performance-based fees can only be assessed to clients with at least $1,100,000 under management with Basepoint or a net worth of at least $2,200,000. A performance fee is a fee based on a share of capital gains on or capital appreciation of the managed assets of a client.

In addition to the advisory fee charged in Item 5 of this brochure, Basepoint reserves the right to charge up to 20% of the net profits (i.e., profits after our management fee have been deducted) achieved for the previous quarter's account management in the future. At this time, Basepoint manages no accounts with performance-based fees. The performance fee is payable only if the net profits in the client account(s) exceed the performance calculation of the previous year (a "high water mark"). At our discretion, Basepoint may waive all or any portion of the performance fee or may agree with a client to other changes to the performance fee by written agreement only.

If Basepoint charges performance fees to some client accounts, Basepoint could face a conflict of interest as Basepoint can potentially receive greater fees from client accounts having a performance-based compensation structure than from accounts only charged an advisory fee. As a result, there exists an incentive to direct the best investment ideas to, or to allocate or sequence trades in favor of, the account that pays a performance fee. Basepoint has taken important steps to ensure that our performance-based accounts are not favored over our client's non-performance fee-based accounts.

Performance-based and non-performance-based accounts will be periodically reviewed and compared. In the event that Basepoint finds performance-based accounts are being unduly (i.e., consistently) favored over non-performance-based accounts, our firm would take action to address the situation on a case-by-case basis. This could include allowing non-performance-based accounts to trade before performance-based accounts to the extent practicable, or if the problem persists, not allowing new performance-based accounts, waiving our performance-based fees or cancelling our performance-based fee arrangements altogether and in some cases, termination of firm personnel.

Basepoint also makes use of block trades and allocations made based on client's risk tolerance, investment objectives and restrictions. Basepoint will periodically review block trade allocations to detect whether profitable trades are being disproportionately allocated to performance-based accounts, while unprofitable trades are being disproportionately allocated to pure-fee based accounts with no performance fee. If a problem is detected in the allocation of block trades, our firm will take measures as previously described above.

Basepoint 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

Basepoint offers investment advisory services to high-net-worth individuals, families, trusts, estates, businesses, and pension plans. The relative percentage of each type of Client is available on Basepoint's Form ADV Part 1. These percentages will change over time. Basepoint does not impose a size for establishing a relationship but does tailor its services to high-net-worth Clients. For an asset-based fee, Basepoint may contract directly with third party broker-dealers to provide advisory consulting services to their clients.

A. Methods of Analysis

The Firm may use the following methods when considering investment strategies and recommendations.

Charting Review

Charting is a technical analysis that charts the patterns of stocks, bonds, and commodities to help determine buy and sell recommendations for clients. It is a way of gathering and processing price and volume information in a security by applying mathematical equations and plotting the resulting data onto graphs in order to predict future price movements. A graphical historical record assists the analyst in spotting the effect of key events on a security's price, its performance over a period of time, and whether it is trading near its high, near its low or in between. Chartists believe that recurring patterns of trading, commonly referred to as indicators, can help them forecast future price movements.

Fundamental Review

A fundamental analysis is a method of evaluating a company or security by attempting to measure its intrinsic value. Fundamental analysis attempts to determine the true value of a company or security by looking at all aspects of the company or security, including both tangible factors (e.g., machinery, buildings, land, etc.) and intangible factors (e.g., patents, trademarks, "brand" names, etc.). Fundamental analysis also involves examining related economic factors (e.g., overall economy and industry conditions, etc.), financial factors (e.g., company debt, interest rates, management salaries and bonuses, etc.), qualitative factors (e.g., management expertise, industry cycles, labor relations, etc.), and quantitative factors (e.g., debt-to-equity and price-to-equity ratios).

The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price with the aim of determining what sort of position to take with that security (e.g., if underpriced, the security should be bought; if overpriced the security should sold). Fundamental analysis uses real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for many types of securities.

Technical Review

A technical analysis is a method of evaluating securities that analyzes statistics generated by market activity, such as past prices and volume. Technical analysis does not attempt to measure a security's intrinsic value, but instead uses past market data and statistical tools to identify patterns that can suggest future activity. Historical performance of securities and the markets can indicate future performance.

Cyclical Review

A cyclical analysis assumes the market reacts in reoccurring patterns that can be identified and leveraged to provide performance. Cyclical analysis of economic cycles is used to determine how these reoccurring patterns, or cycles, affect the returns of a given investment, asset, or company. Cyclical analysis is a time-based assessment which incorporates past and present performance to determine future value. Cyclical analyses exist because the broad economy has been shown to move in cycles, from periods of peak performance to periods of low performance. The risks of this strategy are two-fold:

(1) the markets do not always repeat cyclical patterns; and (2) if too many investors begin to implement this strategy, it changes the very cycles of which they are trying to take advantage.

Economic Review

An economic analysis determines the economic environment over a certain time horizon. This involves following and updating historic economic data such as U.S. gross domestic product and consumer price index as well as monitoring key economic drivers such as employment, inflation, and money supply for the world's major economies.

B. Investment Strategies

When implementing investment advice to clients, the Firm may employ a variety of strategies to best pursue the objects of clients. Depending on market trends and conditions, Fiduciary Architects will employee any technique or strategy herein described, at the Firm's discretion and in the best interests of the client. The Firm does not recommend any particular security or type of security. Instead, the Firm makes recommendations to meet a particular client's financial objectives. There is inherent risk to any investment and clients may suffer loss of ALL OR PART of a principal investment.

Long-Term Purchases

Long-term purchases are securities that are purchased with the expectation that the value of those securities will grow over a relatively long period, generally greater than one year. Long-term purchases may be affected by unforeseen changes in the company in which a client is invested or in the overall market. Long term trading is designed to capture market rates of both return and risk. Frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Due to its nature, the long-term strategy can expose clients to various other types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include, but are not limited to, inflation (purchasing power) risk, interest rate risk, economic risk, and political/regulatory risk.

Short-Term Purchases

Short-term purchases are securities that are 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-term trading generally holds greater risk. Frequent trading can affect investment performance due to increased brokerage fees and other transaction costs and taxes.

Strategic Asset Allocation

Asset allocation is a combination of several different types of investments; typically, this includes stocks, bonds, and cash equivalents among various asset classes to achieve diversification. The objective of asset allocation is to manage risk and market exposure while still positioning a portfolio to meet financial objectives.

C. Risk of Loss

Investing inherently involves risk up to and including loss of the principal sum. Further, past performance of any security is not necessarily indicative of future results. Therefore, future performance of any specific investment or investment strategy based on past performance should not be assumed as a guarantee. Fiduciary Architects does not provide any representation or guarantee that the financial goals of clients will be achieved.

The potential return or gain and potential risk or loss of an investment varies, generally speaking, with the type of product invested in. Below is an overview of the types of products available on the market and the associated risks of each:

General Risks. Investing in securities always involves risk of loss that you should be prepared to bear. We do 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 can or will be met. Past performance is in no way an indication of future performance. We also cannot assure that third parties will satisfy their obligations in a timely manner or perform as expected or marketed.

General Market Risk. Investment returns will fluctuate based upon changes in the value of the portfolio securities. Certain securities held may be worth less than the price originally paid for them, or less than they were worth at an earlier time.

Common Stocks. Investments in common stocks, both directly and indirectly through investment in shares of ETFs, may fluctuate in value in response to many factors, including, but not limited to, the activities of the individual companies, general market and economic conditions, interest rates, and specific industry changes. Such price fluctuations subject certain strategies to potential losses. During temporary or extended bear markets, the value of common stocks will decline, which could also result in losses for each strategy.

Risks Associated with Investing in Mutual Funds: Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. In addition, while some mutual funds are “no load” and charge no fee to buy into, or sell out of, other types of mutual funds do charge such fees which can also reduce returns.

Risks Associated with Investing in Options: Transactions in options carry a high degree of risk. A relatively small market movement will have a proportionately larger impact, which may work for or against the investor. The placing of certain orders, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Credit Risk: Investments in bonds and other fixed income securities are subject to the risk that the issuer(s) may not make required interest payments. An issuer suffering an adverse change in its financial condition could lower the credit quality of a security, leading to greater price volatility of the security. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell. Funds investing in lower quality debt securities are more susceptible to these problems and their value may be more volatile.

Preferred Securities Risk: Preferred Securities have similar characteristics to bonds in that preferred securities are designed to make fixed payments based on a percentage of their par value and are senior to common stock.

Like bonds, the market value of preferred securities is sensitive to changes in interest rates as well as changes in issuer credit quality. Preferred securities, however, are junior to bonds with regard to the distribution of corporate earnings and liquidation in the event of bankruptcy. Preferred securities that are in the form of preferred stock also differ from bonds in that dividends on preferred stock must be declared by the issuer's board of directors, whereas interest payments on bonds generally do not require action by the issuer's board of directors, and bondholders generally have protections that preferred stockholders do not have, such as indentures that are designed to guarantee payments – subject to the credit quality of the issuer – with terms and conditions for the benefit of bondholders. In contrast preferred stocks generally pay dividends, not interest payments, which can be deferred or stopped in the event of credit stress without triggering bankruptcy or default. Another difference is that preferred dividends are paid from the issue's after-tax profits, while bond interest is paid before taxes.
Risks Associated with Investing in Private Funds: Private investment funds are not registered with the Securities and Exchange Commission and may not be registered with any other regulatory authority. Accordingly, they are not subject to certain regulatory restrictions and oversight to which other issuers are subject. There may be little public information available about their investments and performance. Moreover, as sales of shares of private investment companies are generally restricted to certain qualified purchasers, it could be difficult for a client to sell its shares of a private investment company at an advantageous price and time. Since shares of private investment companies are not publicly traded, from time to time it may be difficult to establish a fair value for the client's investment in these companies.

Portfolio Turnover Risk. High rates of portfolio turnover could lower performance of an investment strategy due to increased costs and may result in the realization of capital gains. If an investment strategy realizes capital gains when it sells its portfolio investments, it will increase taxable distributions to you. High rates of portfolio turnover in a given year would likely result in short-term capital gains and under current tax law you would be taxed on short-term capital gains at ordinary income tax rates, if held in a taxable account.

Non-Diversified Strategy Risk. Some investment strategies may be non-diversified (e.g., investing a greater percentage of portfolio assets in a particular issuer and owning fewer securities than a diversified strategy). Accordingly, each such strategy is subject to the risk that a large loss in an individual issuer will cause a greater loss than it would if the strategy held a larger number of securities or smaller positions sizes.

Model Risk. Financial and economic data series are subject to regime shifts, meaning past information may lack value under future market conditions. Models are based upon assumptions that may prove invalid or incorrect under many market environments. We may use certain model outputs to help identify market opportunities and/or to make certain asset allocation decisions.
There is no guarantee any model will work under all market conditions. For this reason, we include model related results as part of our investment decision process but we often weigh professional judgment more heavily in making trades or asset allocations.

ETF Risks, including Net Asset Valuations and Tracking Error. An ETF's performance may not exactly match the performance of the index or market benchmark that the ETF is designed to track because 1) the ETF will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the ETF may, from time to time, temporarily be unavailable; and 3) supply and demand in the market for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF. Certain ETF strategies may from time to time include the purchase of fixed income, commodities, foreign securities, American Depository Receipts, or other securities for which expenses and commission rates could be higher than normally charged for exchange-traded equity securities, and for which market quotations or valuation may be limited or inaccurate.

Clients should be aware that to the extent they invest in ETF securities they will pay two levels of advisory compensation – advisory fees charged by Fiduciary Architects plus any advisory fees charged by the issuer of the ETF. This scenario may cause a higher advisory cost (and potentially lower investment returns) than if a

Client purchased the ETF directly. An ETF typically includes embedded expenses that may reduce the ETF's net asset value, and therefore directly affect the ETF's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. Expenses of the ETF may include investment advisor management fees, custodian fees, brokerage commissions, and legal and accounting fees. ETF expenses may change from time to time at the sole discretion of the ETF issuer. ETF tracking error and expenses may vary.

Inflation, Currency, and Interest Rate Risks. Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor's future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline. In addition, the relative value of the U.S. dollar-denominated assets primarily managed by Fiduciary Architects may be affected by the risk that currency devaluations affect Client purchasing power.

Liquidity Risk. Liquidity is the ability to readily convert an investment into cash to prevent a loss, realize an anticipated profit, or otherwise transfer funds out of the particular investment. Generally, investments are more liquid if the investment has an established market of purchasers and sellers, such as a stock or bond listed on a national securities exchange. Conversely, investments that do not have an established market of purchasers and sellers may be considered illiquid. Your investment in illiquid investments may be for an indefinite time, because of the lack of purchasers willing to convert your investment to cash or other assets.

Legislative and Tax Risk. Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to: changes in investment advisor or securities trading regulation; change in the U.S. government's guarantee of ultimate payment of principal and interest on certain government securities; and changes in the tax code that could affect interest income, income characterization and/or tax reporting obligations, particularly for options, swaps, master limited partnerships, Real Estate Investment Trust, Exchange Traded Products/Funds/Securities. We do not engage in tax planning, and in certain circumstances a Client may incur taxable income on their investments without a cash distribution to pay the tax due. Clients and their personal tax advisors are responsible for how the transactions in their account are reported to the IRS or any other taxing authority.

Foreign Investing and Emerging Markets Risk. Foreign investing involves risks not typically associated with U.S. investments, and the risks maybe exacerbated further in emerging market countries. These risks may include, among others, adverse fluctuations in foreign currency values, as well as adverse political, social, and economic developments affecting one or more foreign countries.

In addition, foreign investing may involve less publicly available information and more volatile or less liquid securities markets, particularly in markets that trade a small number of securities, have unstable governments, or involve limited industry. Investments in foreign countries could be affected by factors not present in the U.S., such as restrictions on receiving the investment proceeds from a foreign country, foreign tax laws or tax withholding requirements, unique trade clearance or settlement procedures, and potential difficulties in enforcing contractual obligations or other legal rules that jeopardize shareholder protection. Foreign accounting may be less transparent than U.S. accounting practices and foreign regulation may be inadequate or irregular.

Information Security Risk. We may be susceptible to risks to the confidentiality and security of its operations and proprietary and customer information. Information risks, including theft or corruption of electronically stored data, denial of service attacks on our website or websites of our third-party service providers, and the unauthorized release of confidential information are a few of the more common risks faced by us and other investment advisers. Data security breaches of our electronic data infrastructure could have the effect of disrupting our operations and compromising our customers' confidential and personally identifiable information. Such breaches could result in an inability of us to conduct business, potential losses, including identity theft and theft of investment funds from customers, and other adverse consequences to customers. We have taken and will continue to take steps to detect and limit the risks associated with these threats.

Tax Risks. Tax laws and regulations applicable to an account with Fiduciary Architects may be subject to change and unanticipated tax liabilities may be incurred by an investor as a result of such changes. In addition, customers may experience adverse tax consequences from the early assignment of options purchased for a customer's account. Customers should consult their own tax advisers and counsel to determine the potential tax-related consequences of investing.

Advisory Risk. There is no guarantee that our judgment or investment decisions on behalf of particular any account will necessarily produce the intended results.
Our judgment may prove to be incorrect, and an account might not achieve her investment objectives. In addition, it is possible that we may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to accounts' custodians' software. Fiduciary Architects and its representatives are not responsible to any account for losses unless caused by Fiduciary Architects breaching our fiduciary duty.

Dependence on Key Employees. An accounts success depends, in part, upon the ability of our key professionals to achieve the targeted investment goals. The loss of any of these key personnel could adversely impact the ability to achieve such investment goals and objectives of the account.

Item 9 – Disciplinary Information

There are no legal, regulatory, or disciplinary events to disclose involving Basepoint. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 289538.

Item 10 – Other Financial Industry Activities and Affiliations

Registration as a Broker/Dealer or Broker/Dealer Representative
Basepoint is not registered and does not have an application pending to register, as a broker dealer and its management persons are not registered as broker/dealer representative.

Registration as a Futures Commission merchant, Commodity Pool Operator
Basepoint and its management persons are not registered and do not have application pending to register, as a futures commission merchant, commodity pool operator/advisor.

Selection of other Advisors
Basepoint does not recommend or select other investment advisers for its clients.

Material Relationships Maintained by this Advisor and Conflicts of Interest
In 2021, Basepoint Wealth, LLC acquired Basepoint Tax and Accounting, LLC. Certain managing members of Basepoint Wealth serve as partners for Basepoint Tax & Accounting, LLC.

Basepoint has a relationship with third-party insurance networking agencies that provide insurance and annuity education, comparisons, and solutions. These third-party insurance networking agencies have relationships with third party broker-dealers who facilitate variable annuities and insurance products. For an asset-based fee, Basepoint may contract directly with third party broker-dealers to provide advisory consulting services to their clients. The services provided by Basepoint under these third-party relationships are limited to a) serving as the client relationship manager, b) providing advice based on client relationship summaries, c) providing investment analysis based on disclosed client assets. Basepoint does not receive nor share in commissions in these relationships. Basepoint does not assume discretionary authority over any brokerage accounts. Through these same relationships, Basepoint may recommend non-variable life and annuity products and receive compensation in the form of commissions or advisory fees directly from insurance carriers.

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

A. Code of Ethics

Basepoint has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Basepoint (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Basepoint and its personnel owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Basepoint 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 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 (319) 826-1898.

B. Personal Trading with Material Interest

Basepoint allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. Basepoint 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. Basepoint does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Basepoint allows the purchase or sale of 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, Supervised Persons of Basepoint 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 Basepoint requiring reporting of personal securities trades by its employees for review by the Chief Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Basepoint allows the purchase or sale of 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 Basepoint transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

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

Where Basepoint may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by Basepoint. Typically, Basepoint will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively “Fidelity”), or with Pershing, LLC, where the Advisor maintains an institutional relationship depending on which is in the best interest of the client and their investment goals.

Following are additional details regarding the brokerage practices of Basepoint:

1. ***Soft Dollars -*** Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with such parties in exchange for research and other services.

   Basepoint does not participate in soft dollar programs sponsored or offered by any broker-dealer-custodian. However, the Advisor does receive certain economic benefit from custodians as described in Item 14 below.

2. ***Brokerage Referrals -*** Basepoint does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. ***Directed Brokerage -*** The Advisor does recommend a custodian. In cases where the Client directs brokerage the Advisor will not be responsible for best execution, or the negotiation of transaction charges assessed by the custodian the Client chooses. Not all Advisors allow directed brokerage.

Basepoint 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, Basepoint 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 Custodian.

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 Custodian. Basepoint will execute its transactions through the Custodian as designated by the Client, unless otherwise instructed. Basepoint may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian 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 preallocation 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 Client accounts are monitored on a regular and continuous basis by Principals of Basepoint and periodically by its CCO. 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 Basepoint 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. These brokerage statements are sent directly from the Custodian to the Client. 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 Basepoint

Participation in Institutional Advisor Platform

Basepoint has established institutional relationships with custodians to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with custodians. 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 the Custodian over one that does not furnish similar software, systems support, or services.

Clients of Basepoint that utilize the services of Basepoint Tax and Accounting, LLC may receive a discounted rate through Basepoint Tax and Accounting, LLC. Clients are not required to engage Basepoint Tax and Accounting, LLC and are encouraged to conduct a review of multiple providers regarding their best interest.

B. Client Referrals from Solicitors

Basepoint does not engage paid solicitors, who are not employees, for Client referrals.

Item 15 – Custody

Basepoint has custody due to the authorized deduction of the advisor's fee. Basepoint follows the safeguards concerning authorized fee deductions and is not required to conduct client account audits. Custody is also disclosed in Form ADV because Basepoint has authority to transfer money from client account(s), which constitutes a standing letter of authorization (SLOA).

Basepoint has custody due to having authority to maintain client credit card information, login credentials, power of attorney for certain clients, and at times, possession of client funds. Basepoint will have an independent surprise audit within 6 months of claiming custody and Basepoint will ensure all compliance measures are met regarding this service.

All Clients must place their assets with a "qualified custodian" as detailed in item 12. Clients are required to engage the Custodian to retain their funds and securities and direct Basepoint to utilize the Custodian for the Client's security transactions. Basepoint encourages Clients to review statements provided by the Custodian. For more information about Custodians and brokerage practices, see "Item 12 - Brokerage Practices".

Item 16 – Investment Discretion

Basepoint 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 Basepoint. 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 Basepoint will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Basepoint will not vote proxies on behalf of your advisory accounts. At your request, Basepoint may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event Basepoint receives any written or electronic proxy materials, Basepoint would forward them directly to you by mail, unless you have authorized Basepoint to contact you by electronic mail, in which case, Basepoint would forward any electronic solicitations to vote proxies.

Item 18 – Financial Information

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

Form ADV Part 2A - Appendix 1

Wrap Fee Program Brochure

February 25, 2025

This Form ADV 2A – Appendix 1 ("Wrap Fee Program Brochure") provides information about the business practices and fees for Basepoint Wealth, LLC ("Basepoint" or the "Advisor") when Client transaction costs are included with investment advisory fees as a single bundled fee. Basepoint sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the Basepoint Disclosure Brochure, which provides complete details on the business practices of Basepoint. If you did not receive the complete Basepoint Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the Basepoint Disclosure Brochure, please contact us at (319) 826-1898.

Basepoint is a registered investment advisor located in the with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program 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 Wrap Fee Program Brochure provides information about Basepoint to assist you in determining whether to retain the Advisor.

Additional information about Basepoint and its advisory persons are available on the SEC's website at www.adviserinfo.sec.gov by searching for our firm name or by our CRD# 289538.

Basepoint Wealth, LLC
4144 Golf Street NE, Cedar Rapids, IA 52402
Phone: (319) 826-1898
Fax: (319) 826-1471
http://BasepointWealth.com

Item 2 – Material Changes

Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

Material Changes

Since Basepoint's last material update, we have not made any material changes to this Appendix.

Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program 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 Basepoint.

At any time, you may view the current Wrap Fee Program Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm's name or CRD# 289538. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (319) 826-1898.

Item 3 – Table of Contents

Item 4 – Fees and Services

Services

Basepoint Wealth Management, LLC ("Basepoint" or the "Advisor") provides customized investment management and related advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the Basepoint Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting Basepoint as your investment advisor.

As part of the investment advisory fee noted in Item 5 of the Disclosure Brochure, Basepoint includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a "Wrap Fee Program".

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single "bundled" investment advisory fee. This Wrap Fee Program Brochure references back to the Basepoint Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on Basepoint's investment philosophy and related services.**

Program Costs

Advisory services provided by Basepoint are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to Basepoint. As the level of trading in a Client's account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client's account[s]. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in the Client's account[s]. **Please see Item 5 – Fees and Compensation in the Disclosure Brochure for complete details on fees.**

Fees

Investment Advisory Services

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average closing market value of assets under management in the account[s] for the month. Investment advisory fees range from 0.25% to 1.50% annually depending on the level of assets to be managed, the investment strategy[ies] to be employed and/or the complexity of services to be provided.

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with Advisor. Investment advisory fees may include financial planning and consulting services, pursuant to the terms of the agreement[s] with the Advisor. All securities held in accounts managed by Basepoint will be independently valued by the Custodian. Basepoint will not have the authority or responsibility to value portfolio securities.

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The amount due is calculated by multiplying the average daily balance (total of each day's balance for the billing cycle divided by the total number of days in the billing cycle) by the monthly fee (annual fee divided by 12). Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting Basepoint 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.

As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by Basepoint. Securities transaction fees for Client-directed trades may be charged back to the Client.

In addition, all fees paid to Basepoint for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by 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. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade away fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by Basepoint to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Compensation
Basepoint is the sponsor and portfolio manager of this Wrap Fee Program. Basepoint receives investment advisory fee paid by Clients for investment advisory services covered under this Wrap Fee Program.

Item 5 – Account Requirements and Types of Clients

Basepoint offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and pension plans. For an asset-based fee, Basepoint may contract directly with third party broker-dealers to provide advisory consulting services to their clients. Basepoint generally does not impose a minimum size for establishing a relationship. However, certain investments and strategies may require certain minimums for effective implementation. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Manager Selection
Basepoint serves as the sponsor and portfolio manager for this Wrap Fee Program. Basepoint will use industry standards to calculate portfolio manager performance.

Advisory services are detailed in Item 4 of the Disclosure Brochure.

Related Persons
Basepoint's Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. Basepoint does not act as portfolio manager for any third-party wrap fee programs.

Supervised Persons
As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the services

provided by Basepoint and the Brochure Supplement for the background of the Supervised Persons of Basepoint.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

Assets Under Management

As of December 31, 2024, Basepoint had $758,233,443 in discretionary assets and $7,942,390in non-discretionary assets.

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. Basepoint 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.

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[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. 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.

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. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.

Voting Client Securities

Basepoint will not vote proxies on behalf of your advisory accounts. At your request, Basepoint may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event Basepoint receives any written or electronic proxy materials, Basepoint would forward them directly to you by mail, unless you have authorized Basepoint to contact you by electronic mail, in which case, Basepoint would forward any electronic solicitations to vote proxies.

Basepoint will not advise or act on behalf of the client in legal proceedings involving companies whose securities are held in the client's account(s).

Item 7 – Client Information Provided to Portfolio Managers

Basepoint is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the Basepoint Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

Basepoint is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at Basepoint.

Item 9 – Additional Information

Disciplinary Information and Other Financial Industry Activities and Affiliations

Disciplinary Information

Basepoint 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 by searching with our firm name or our CRD# 289538. Please see Item 9 of the Basepoint Disclosure Brochure as well as Item 3 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

Privacy Policy
Effective Date: March 05, 2024
Reviewed: February 02, 2025

Our Commitment to You
Basepoint Wealth, LLC (“Basepoint” 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. Basepoint (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.

Basepoint 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.

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, 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. Client financial profiles and disclosed assets may be shared with outside third-party service providers under the following conditions: a) to transmit client account information to Basepoint's performance and billing consolidation software, b) to transmit client financial profiles for suitability analysis on behalf of Basepoint.	Yes	No
Marketing Purposes Basepoint 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 Basepoint 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 Basepoint 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

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 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 (319) 826-1898.