

Diazo Wealth Group
A Division of Innovative Adviser Solutions, LLC

Corporate:
2212 Queen Anne Ave. N #931
Seattle, WA 98109
206-832-1525

Operations & Services:
10120 S. Eastern Avenue, Suite 236
Henderson, NV 89052
702-745-1800

Form ADV Part 2A
Firm Brochure

January 2022

This brochure provides information about the qualifications and business practices of Innovative Adviser Solutions, LLC. If you have any questions about the contents of this brochure, please feel free to contact us at the addresses above or call 206-832-1525.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Registration as a registered investment advisor or investment adviser representative does not imply a certain level of skill or training.

Additional information about Innovative Adviser Solutions, LLC, IARD/CRD #28919 is also available on the SEC's website at www.adviserinfo.sec.gov.

Form ADV 2 is divided into two parts: Part 2A (this "Disclosure Brochure") and Part 2B (the "Brochure Supplement"). This Disclosure Brochure provides information about a variety of topics relating to our business practices and conflicts of interest. The Brochure Supplement provides information about the specific Investment Adviser Representative (Adviser) who will deliver the services described in this Disclosure Brochure. We encourage you to read this Disclosure Brochure carefully and discuss any questions with your Adviser or by contact us directly.

ITEM 2: MATERIAL CHANGES

This item provides you with a summary of new or updated information. We will inform you of the revision(s) based on the nature of the updated information. We will ensure that you receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our business' fiscal year. Furthermore, we will provide you with other interim disclosures about material changes as necessary.

Changes from our previous brochure dated October 2021: There have been no material changes since our previous brochure.

ITEM 3: TABLE OF CONTENTS

	Page
Item 1: Cover Page	1
Item 2: Material Changes	2
Item 3: Table of Contents	2
Item 4: Advisory Business	2
Item 5: Fees and Compensation	3
Item 6: Performance-Based Fees and Side-By-Side Management	5
Item 7: Types of Clients	5
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	5
Item 9: Disciplinary Information	6
Item 10: Other Financial Industry Activities & Affiliations	7
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	7
Item 12: Brokerage Practices	7
Item 13: Review of Accounts	8
Item 14: Client Referrals and Other Compensation	8
Item 15: Custody	8
Item 16: Investment Discretion	9
Item 17: Voting Client Securities	9
Item 18: Financial Information	9
Item 19: Requirements for State Registered Advisors	9

ITEM 4: ADVISORY BUSINESS

A. Description of Advisory Firm. Diazo Wealth Group is a division of Innovative Adviser Solutions, LLC (Innovative). Innovative is limited liability company organized under the laws of the State of Washington and registered in various states to offer services to retail investors as an investment advisor. Innovative offers services outlined in this brochure to you under the business name of Diazo Wealth Group. (Note that registration of an investment advisor does not imply any level of skill or training.)

Innovative is owned by Edward K. Riley and Joanne M. Salisbury. Edward K. Riley is the managing member of the firm. **Innovative offers the services outlined in this brochure under the business name Diazo Wealth Group.**

This brochure describes our services and fees. Please refer to each section for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our", "firm" and "us" refer to Innovative and the words "you", "your", and "client" refer to you as either a client or prospective client of our firm. You may also see the terms "associated person", "control person", "Adviser", "adviser representative" or "affiliate" throughout this brochure. These terms refer to our officers, directors and other

personnel who provide investment advice on behalf of our firm.

B. Description of Advisory Services Offered. Diazo Wealth Group (Diazo) offers active allocation and management of assets through a series of equity income, equity growth, tax-efficient portfolios and environmental/social/governance (ESG) portfolios. Our services are delivered through adviser representatives (your “Adviser”) and include the offer and management of fixed income, balanced and equity portfolios. Depending on your financial situation and goals, we may offer active, passive and tailor hybrid portfolio combinations and we may recommend portfolios that include common stocks, corporate, government and municipal bonds, preferred stocks, government agency obligations, money market instruments, mutual funds, exchange-traded funds and such other securities that we may select, unless expressly limited by your written direction or guidelines.

We may offer financial planning where we feel such services will help address a unique need. You may engage us to develop and maintain an ongoing financial plan that combines all or some of those needs or you may choose to engage us to provide a stand-alone, project-based, financial plan that addresses a more-targeted concern. Our financial planning fees vary depending on the services you require. Be aware that an inherent conflict exists between the interests of the adviser and the interests of the client. If you select financial planning services, you are under no obligation to act upon your Adviser’s recommendations, and if you do elect to act on any of their financial planning recommendations, you are under no obligation to process the transaction through your Adviser.

Regardless of which service you choose; you will enter into a specific Agreement that outlines the specific services we will deliver and the fee for those services and the frequency at which you will be expected to pay for those services. And, in all instances, we will send you a written invoice including the fee, the formula used to calculate the fee, the fee calculation itself, the time period covered by the fee, and, if applicable, the amount of assets under management on which the fee was based. Also, we will include the name of the Custodian(s) on your fee invoice. We will send the invoice to you concurrent with the request for payment or payment of our advisory fees. We urge you to compare this information with the fees listed in the Custodian’s account statement.

From time to time we may extend invitations to events (seminars) intended to provide education about general financial, market and/or economic topics. We do not charge a fee to attend such events.

We do not offer wrap-fee programs (i.e. bundled fee arrangements). If you select our portfolio management services, you will pay us a fee for our services and you will pay your Custodian a fee for their services.

Our Investment Committee

Certain members of our management serve as members of Innovative’s Investment Committee (the “Committee”). The Committee will generally review any decision to invest in new types of securities or engage in any type of trading, that is trading that differs from previously followed procedures, policies or practices, prior to implementation. The Committee does not drive management of individual client portfolios. The Committee provides a formal opportunity for collaboration and determines firm-wide risk. The Committee may include appointed members who are not employees of IAS.

Your Adviser oversees the investment strategy, portfolio objectives and selection process for their portfolios. Advisers also review the details of positioning within their portfolios as they review macroeconomic trends, major influences in the markets, interest rates, Federal Reserve policy, inflation, currency influences, valuation metrics and risk/reward profiles for various markets and market sectors. Our Advisers make model portfolios available for clients to adopt, in whole or in part, if they do not have their own.

Discretionary Management

If you engage us for portfolio management services, we will take discretionary authority to make determinations regarding the securities that are to be bought and sold, as well as the quantities of such securities. This means you will not be asked in advance to review or approve each transaction. Such authority is subject to mutual agreement and must be granted by you, in writing. You may impose restrictions on investing in certain securities or types of securities. Within your guidelines, our portfolio managers will make decisions as to the nature and quantity of securities to be bought or sold.

We currently have discretionary management of over \$93 million in assets under management.

C. Clients Tailored Services and Client Imposed Restrictions. Innovative will tailor its advisory services to each client’s individual needs based on conversations and meetings. If you wish to impose certain restrictions on investing in certain securities or types of securities, your Adviser will address those restrictions with you to have a clear understanding of your requirements.

D. Wrap Fee Programs. Innovative does not provide a wrap fee program.

ITEM 5: FEES AND COMPENSATION

A & B Method of Compensation and Fee Schedule and Client Payment of Fees. Our annual fee for portfolio management services varies depending upon the market value of your assets under our management, the type and complexity of the asset management services provided, as well as the level of administration requested either directly or assumed by each client. Assets in each of your account(s) are included in the fee assessment unless specifically identified in writing for exclusion. Each of our Advisers negotiates fees directly with you. Such fees are dependent on various factors, including but not limited to, the account/household size, the specific type of service that you engage us for, the securities utilized, and the investment strategy employed.

Portfolio Management:

If you choose portfolio management services, the initial fee payment includes the first full calendar quarter prorated fee from the date your portfolio management account is accepted by the firm. The fee will be calculated based on the daily average account balance and will be charged at the end of each calendar quarter.

Portfolio Management Equity Income & Equity Growth Portfolio, Tax-Efficient Portfolio and ESG Portfolios	
Account Size	Fee
\$1 - \$249,999	1.75 %
\$250,000 - \$499,999	1.50 %
\$500,000 - \$999,999	1.25 %
\$1,000,000 - \$1,999,999	1.10 %
\$2,000,000 - \$2,999,999	1.00 %
\$3,000,000 - \$4,999,999	.85 %
Over \$5,000,000	Subject to negotiation

The initial fee payment includes the first full calendar quarter prorated fee from the date your account is accepted by Innovative ("the inception date") and will be calculated by asset type and based on daily average account balance. The first full calendar quarter and thereafter, the quarterly fee, will be calculated by asset type and based on the Account Asset Value on the last business day and will become due the following business day.

The "value of the account" (Account Asset Value) includes money market balances and shall mean the sum of the market value of all securities (both long and short) and Money Market Funds and Funds and credit balances.

No fee adjustment will be made during any fee period for appreciation or depreciation in Account Asset Value during that period. Fees will be charged or refunded if the net addition or net withdrawal would generate a fee or refund of at least \$40 for that quarter. Fees will be assessed or refunded in the month following the net addition or net withdrawal. If cash and/or securities are added to the Account between billing periods, a proportionate fee will be charged on the value added as of the date of the addition. These fees are based on such balance of your account and Innovative shall not be compensated on the basis of a share of capital appreciation of the funds or any portion of the funds of you.

We do not charge fees in advance. If you terminate your portfolio management agreement, a pro-rata fee from the beginning of the then-current fee period will be charged to your account after the date of effectiveness of such termination.

You will authorize your Custodian to pay all fees upon receipt of each invoice from Innovative. Invoices will be issued at the end each calendar quarter or if you terminate your account in the middle of a quarter, upon termination.

Fees for portfolio management will encompass all money market funds and mutual funds held in your account, even those transferred into your account for which you may have previously paid sales charges or borne other costs in acquiring these money market fund or mutual fund shares. For more information about such fees and these funds, refer to the money market fund's or the mutual fund's prospectus. You may invest in many of the various money market funds directly with the sponsoring mutual fund without incurring the advisory fees or working with our Advisers. However, when an investor purchases money market funds or mutual fund shares directly, the investor will not receive the asset allocation and portfolio management services available through Innovative, and some mutual funds may impose a sales load on direct investments.

If you use our portfolio management services, you will authorize your Custodian to pay our invoice directly from your account with them and their name will appear on your fee invoice. We will send the invoice to you concurrent with the request for payment or payment of our advisory fees. We urge you to compare this information with the fees listed in the Custodian's account statement.

Lower fees for comparable services may be available from other sources.

Financial Planning:

If you choose our financial planning services rather than engaging us to manage your portfolio, you will enter into a specific financial planning agreement that outlines the specific services we will deliver and we will deliver our advice and those services on an ongoing basis. Our flat fee arrangements are based on the amount of work we expect to perform for you, so material changes in that amount of work will affect the fee we quote you. **Our flat fee for planning services will generally range, in total, from \$500 to \$10,000 per year. Our flat fee is calculated based on an underlying rate starting at \$150 per hour, depending on the level and scope of the services you require.** Our fee may be charged on a monthly or quarterly basis. We will invoice you based on your selection, as our services are delivered.

If you choose a planning service, you can choose to pay a portion of your fee monthly or quarterly, in arrears, as our services are delivered. If you choose quarterly, we will send you an invoice for the applicable portion of your fee at the end of each calendar quarter (e.g., the first quarter fee is billed in April, the second in July, etc.). If you choose to be billed monthly, we will send you an invoice after the end of each month. Most stand-alone, project-based engagements are completed within six months.

Among items for consideration when negotiating our financial planning fee, we may consider: The complexity of your plan and number of needs you ask us to address; any unique or special conditions specific to our relationship; the asset types and investments in your current asset portfolio; and any unique servicing your plan may require.

All Services:

Among items for consideration when negotiating any of the fees discussed in this section, we may consider: the existence of other household accounts; the total value of assets expected to be managed; unique or special conditions specific to the relationship; unique or special servicing requirements; and asset types or other investments

Regardless of which service you choose; you will enter into a specific Agreement that outlines the specific services we will deliver and the fee for those services and the frequency at which you will be expected to pay for those services. And, in all instances, we will send you a written invoice including the fee, the formula used to calculate the fee, the fee calculation itself, the time period covered by the fee, and, if applicable, the amount of assets under management on which the fee was based.

Invoices are sent to clients concurrent with the payment of advisory fees. We urge you to compare your Innovative invoice with the fee transactions shown on the account statement from your Custodian(s).

Similar investment advisory services may be offered by other advisers at a higher or lower rate. You should consider the value of these advisory services when making any comparisons. The combination of custodial and advisory services may not be available separately or may require multiple accounts, documentation and fees.

We do not custody assets therefore, each client must appoint a Custodian and may be required to pay separate fees to your Custodian.

From time to time we may extend invitations to educational sessions or seminars. We do not charge a fee related to such events.

We reserve the right to refuse to accept proposed management responsibilities or to resign from the management of any account.

C. Additional Client Fees Charged. If your portfolio involves the purchase of mutual funds or exchange traded funds, the fund may charge you operational fees as a shareholder. Such fees typically range from .25 to 1% of a fund's net assets and are included in a fund's expense ratio. We urge you to review the prospectuses for any funds in your program to determine if additional fees apply.

If you use our portfolio management services, you will enter into a separate agreement with a Custodian for your assets. Your Custodian may charge brokerage or other transaction fees. We encourage you to review your agreement with them carefully. See Item 12 for more information.

Innovative and your Adviser are solely compensated through a portion of the fees you pay us for our services. We do not receive compensation related to the sale of securities or service fees from mutual funds.

D. Prepayment of Client Fees. Innovative's fees are paid in arrears, therefore this section is not applicable.

E. External Compensation for the Sale of Securities to Clients. Neither Innovative nor our Advisers receive external compensation for the sale of securities to clients, so this section is not applicable.

ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Performance-based fees are fees that are based on a share of capital gains or appreciation of your assets. Side-by-side management refers to the practice of managing some accounts that are charged performance-based fees while at the same time managing other accounts that are not charged performance-based fees. We do not charge performance-based fees nor do we participate in side-by-side management.

ITEM 7: TYPES OF CLIENTS AND ACCOUNT MINIMUMS

Through Diazo Wealth, we offer investment advisory services to many different types of retail clients including individuals, trusts, estates, corporations and other business entities.

In general, we do not require a minimum investment amount, but your Adviser may discuss minimums with you as part of an efficient investment strategy.

ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. Methods of Analysis and Investment Strategies. When employing various methods of analysis and investment strategies, we will incorporate your needs and investment objectives, as well as your time horizon and tolerance for risk. Regardless of which method we use, any investment in securities involves a risk of loss that you should be prepared to bear.

We are not bound to specific methods of analysis or investment strategies for the management of investment portfolios, but rather, as previously stated, we will consider your unique situation and all information gathered from you as well as changes to your financial

picture as they occur over time.

The methods of analysis and investment strategies used may have unique and significant tax implications. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout your investment process.

In analyzing securities, we may use a wide array of available information obtained from various sources believed to be accurate and reliable. These sources may include:

- Financial publications
- Research materials prepared by other companies
- Annual reports issued by companies
- Prospectuses
- SEC filings
- Company press releases
- Other research materials provided to Innovative by various vendors

B & C. Investment Strategy and Method of Analysis, Security Specific Material Risks. Some of the more common methodologies our Advisers use, along with the risks associated with some methods of analysis, include:

Charting. In this type of technical analysis, charts of market and security activity are reviewed in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

Fundamental Analysis. Fundamental analysis is an attempt to measure the intrinsic value of a security by looking at economic and financial factors including the overall economy, industry conditions, and the financial condition and management of the company itself, to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell). Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

Technical Analysis. This type of analysis reviews past market movements and applies that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly managed or financially unsound company may underperform regardless of market movement.

Cyclical Analysis. In this type of technical analysis, we measure the movements of a particular stock against the overall market in an attempt to predict the price movement of the security.

Quantitative Analysis. We use mathematical models in an attempt to obtain more accurate measurements of a company's quantifiable data, such as the value of share price or earnings per share and predict changes to that data. A risk in using quantitative analysis is that the models used may be based on assumptions that prove to be incorrect.

Qualitative Analysis. This type of analysis subjectively evaluates non-quantifiable factors such as quality of management, labor relations, and strength of research and development factors not readily subject to measurement and predict changes to share price based on that data. A risk in using qualitative analysis is that our subjective judgment may prove incorrect.

Asset Allocation. Rather than focusing primarily on securities selection, we may attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance. A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.

Mutual Fund and/or ETF Analysis. Innovative may look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We may look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in other fund(s) in a client's portfolio. This type of analysis also includes monitoring funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy. A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

Risks for all forms of analysis. Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

ITEM 9: DISCIPLINARY INFORMATION

Clients should be aware that neither Innovative nor any of its management personnel have been subject to any criminal or civil actions, administrative proceedings, or self-regulatory organization proceedings currently or in the past.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS

A. Broker-Dealer or Representative Registration. Neither Innovative nor any of its management personnel are registered, or have an application pending to register, as a broker/dealer or a registered representative of a broker/dealer.

B. Futures or Commodity Registration. Neither Innovative nor any of its management personnel are registered or have an application pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Material Relationships Maintained by this Advisory Business and Conflicts of Interest. Neither Innovative nor any of its management personnel have an arrangement with any related persons (e.g. broker/dealer, municipal securities dealer, or government securities dealer or broker, investment company or other pooled investment vehicle including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund", an offshore fund), other investment adviser or financial planner, futures commission merchant, commodity pool operator or commodity trading advisor, banking or thrift institution, accountant or accounting firm lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, and/or sponsor or syndicator of limited partnerships.

D. Recommendation or Selection of Other Investment Advisers and Conflicts of Interest. Neither Innovative nor any of its management personnel recommend or select other investment advisers for you or receive compensation directly or indirectly from other advisers.

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN TRANSACTIONS AND PERSONAL TRADING

A. Code of Ethics Description. Our clients are entitled to expect high ethical standards of conduct in all of their dealings with us. We strive to foster a culture of compliance that supports our ability to meet your expectations. Our firm has adopted a Code of Conduct which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws. Our firm and our personnel owe a duty of loyalty, fairness and good faith to our clients and have an obligation to adhere not only to the specific provisions of our Code of Conduct but to the general principles that guide that Code.

Among other things, our Code of Conduct includes policies and procedures for the review of the securities transactions and holdings of our personnel; prohibits participation by personnel in any initial public offering and addresses issues such as information security. And, while we do not believe that we have any particular access to non-public information, the Code also reminds our personnel that non-public information may not be used in any personal or professional capacity.

Innovative's Code of Conduct is available to you upon request. You may obtain a copy by contacting our Compliance Department at 206-832-1525.

B. Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest. Innovative does not currently have any material financial interest involving its recommendations to clients therefore this section is not applicable.

C. Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest. Innovative does not buy or sell securities for its own accounts. Our Advisers may from time-to-time personally purchase or sell products that we recommend to clients. This practice presents a conflict where, because of the information the Adviser has and Innovative or your Adviser are in a position to trade in a manner that may adversely affect clients (e.g., we might place their own trades before or after client trades are executed in order to benefit from any price movements due to the clients' trades).

To mitigate this conflict, Innovative and our Advisers have a fiduciary duty to put your interests ahead of our own and we have adopted the following procedures:

- The personal securities transactions of our Advisers and control persons must be disclosed and are subject to review by the Chief Compliance Officer Edward K. Riley or his qualified delegate.
- Our Advisers and control persons are required to adhere to Innovative's Code of Ethics as outlined above.

D. Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest. See our comments in 11. C. above.

ITEM 12: BROKERAGE PRACTICES

A. Factors Used to Select Broker-Dealers for Client Transactions. Innovative is not affiliated with any service provider. If you choose to have us manage your investment portfolio, we will recommend the services of a Custodian such as Charles Schwab & Co, Inc., TD Ameritrade, Inc. or Fidelity Investments. We believe our choice of Custodian is in your best interest. Our choices take into consideration the financial strength, reputation, execution capabilities, pricing, and service from these Custodians (see Item 15 below).

You will enter into a separate agreement with the Custodian you choose and will be required to pay any fees specific to that Custodian. Not all advisors require their clients to direct brokerage. We will not trade away from your Custodian, nor do we permit you to direct us to do so, nor do we require clients to direct brokerage.

We do not participate in solicitation arrangements, receive economic benefit from anyone other than our clients, nor do we directly or indirectly compensate any person who is not supervised by our firm for client referrals. We do not receive client referrals from a broker-dealer or third party.

Soft Dollar Benefits

Some Custodians may make services available to us that that benefit us but may not directly benefit you. Such services may be used to service all or some number of our accounts, including accounts not maintained with that Custodian. Services may include services that assist us in managing and administering clients' accounts, including software and other technology that provides access to client data, facilitate the entry of aggregate trade orders for multiple accounts, provide research and other market data, facilitate payment of our fees from client accounts and/or assist with back-office functions such as recordkeeping and client reporting.

The receipt of soft dollar benefits can create a conflict of interest if it drives our decision to require clients use a Custodian we have chosen. This conflict is mitigated by our belief that our choice of Custodian is in your best interest and is based on the financial strength, reputation, execution capabilities, pricing, and service from the Custodian.

Directed Brokerage

Innovative recommends that clients use one of the Custodians named above. We will not direct brokerage (trade away) from your Custodian, nor will we allow you to direct us to do so.

B. Aggregating Securities Transactions for Client Accounts. While you are provided with individualized advice, your trades may be executed as a block or aggregated trade with other accounts. Such aggregation should, on average, slightly reduce the cost of execution.

ITEM 13: REVIEWS OF ACCOUNTS

A & B. Periodic Reviews. Investment accounts and in-process planning engagements are monitored on a quarterly basis. Financial planning projects, once prepared and delivered to the client, are not reviewed again unless the client requests an update. **Client accounts (and/or financial planning engagements) are reviewed by your Adviser.** Adviser reviews are ultimately supervised by the firm's Chief Compliance Officer Edward K. Riley. The nature of the review is to determine if the account is still in line with your stated objectives.

In addition to periodic reviews, condition that may also trigger a review are changes in the tax laws, new investment information, market performance, and changes in your personal situation. If you have received services in the past but are inactive (no longer paying fees to the firm), you must call your Adviser to trigger a review or update.

C. Reports. You will receive written account report on a quarterly basis. All clients also receive separate written account reports from their Custodian, which detail all cash and assets held and all purchase and sale transactions and other activity. We recommend you carefully review all report.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

A & B. Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest, and Advisory Firm Payments for Client Referrals. Innovative does not currently have any such arrangements so this section is not applicable.

ITEM 15: CUSTODY

Your funds and securities will be maintained by an unaffiliated, qualified Custodian, such as Fidelity, TD Ameritrade or Charles Schwab but, under some states' regulations, Innovative is deemed to have custody of client assets if you authorize us to instruct your Custodian to deduct our advisory fees directly from your account. To safeguard your assets, we:

- Require and must have your written authorization to deduct advisory fees from your account(s) held with the qualified custodian.
- Each time a fee is directly deducted from your account(s), we concurrently:
 - Send the Custodian an invoice or statement for the amount of the fee to be deducted from your account(s); and
 - Send you an invoice or statement itemizing the fee. Itemization includes the formula used to calculate the fee, the value of the assets under management on which the fee is based, and the time period covered by the fee.
- We notify the applicable state Commissioner(s) in writing that we intend to use the safeguards provided in this paragraph. Such notification is required to be given on Form ADV.

Further, we:

- Restrict our firm and associates from acting as trustee of a non-family member account or having full power of attorney over a client account.
- Are prohibited from having authority to withdraw securities or cash assets from a client account, other than for payment of our advisory fees.

- We do not accept and will return to sender, any client securities (i.e., stock certificates) erroneously delivered to our firm.
- Will not collect advance fees (e.g., \$500 or more for services that are to be performed six months or more into the future).

You will be provided with transaction confirmations and summary account statements provided directly to you by your selected service provider; not through or by Innovative. Typically, these statements are provided on a monthly or quarterly basis, and as transactions occur. If you do not receive these statements in a timely fashion, please notify us. If you elect to receive electronic statements from your Custodian, you must ensure that you maintain a current electronic mail address with that Custodian. You may receive periodic reports from our firm that may include investment performance information. You are urged to carefully review and compare your account statements and our invoice. Any discrepancies should be immediately brought to our attention.

ITEM 16: INVESTMENT DISCRETION

As previously discussed in Item 4, if you engage us for portfolio management services, we will take discretionary authority to make determinations regarding the securities that are to be bought and sold, as well as the quantities of such securities. This means you will not be asked in advance to review or approve each transaction. Such authority is subject to mutual agreement and must be granted by you, in writing. You may impose restrictions on investing in certain securities or types of securities. Within your guidelines, our portfolio managers will make decisions as to the nature and quantity of securities to be bought or sold.

ITEM 17: VOTING CLIENT SECURITIES

We do not vote proxies on behalf of clients and neither Innovative nor our Advisers may advise you regarding legal proceedings involving companies whose securities are or were held in your account(s), including but not limited to filing of “proofs of claim” class action settlements. You will receive voting materials, when applicable, from your Custodian or from a third-party selected by your Custodian.

ITEM 18: FINANCIAL INFORMATION

A. Balance Sheet. With the exception of the firm having the ability to withdraw our advisory fees through the engagement of a qualified, unaffiliated Custodian, we will not have custody of your assets (as described in Item 15). This includes not collecting fees from you of \$500 or more for services to be performed six months or more in advance. Due to the nature of our firm’s services and operational practices, an audited balance sheet is not required nor included in this brochure.

B. Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients. The firm and its management do not have a financial condition likely to impair our ability to meet commitments to our clients.

C. Bankruptcy Petitions. Neither Innovative nor its management have never been the subject of a bankruptcy petition.

ITEM 19: REQUIREMENTS FOR STATE REGISTERED ADVISORS

A. Principal Executive Officers and Management Persons. Edward K. Riley is the Managing Member of the firm. He also currently acts as the firm’s Chief Compliance Officer.

Mr. Riley has had more than 30 years’ experience in the financial services industry. He began his financial career in Oklahoma City as a research analyst for FTA Analytics, and later as co-founder and managing partner of BondTrac, an online bond-information platform. In 1993 Mr. Riley began specializing in fixed income securities for small banks, insurance companies and money managers. In 1994 he moved to the Pacific Northwest. In 2002 he founded E.K. Riley Investments, LLC a broker-dealer and SEC-registered Investment Advisor which grew to over 80 associates in 30 locations and over \$2.5 billion in individual and small business assets.

Professional Credentials

Series 65 – Uniform Registered Investment Adviser
FINRA – Series 7, 63, 24, 87

Business Experience

Stillwater Analytics, LLC – President	2020 – Present
Innovative Adviser Solutions, LLC – Owner & CCO	2017 – Present
E.K. Riley Investments, LLC – Chairman & CEO	2002 – 2020
Fixed Income Analytics/Ragen MacKenzie– Registered Representative	1999 – 2002
First Union Securities Financial Network – Registered Representative	2001 – 2001
JW Genesis Financial Services – Registered Representative	1999 – 2001
Ragen MacKenzie Incorporated – Registered Representative	1997 – 1999
R.W. Smith & Associates – Municipal Bond Brokers Broker	1994 – 1997
James Baker & Associates – Institutional Sales	1993 – 1994
FTA/BondTrac – Executive Vice President	1990 – 1993

B. Other Business Activities. Mr. Riley also owns and operates Stillwater Analytics, LLC, a firm that offers business development and related consulting to financial professionals. This business is not investment related. As President of Stillwater Analytics, LLC Mr. Riley spends approximately 5 hours per month on this business during securities trading hours.

C. Performance Based Fees. Innovative is not compensated by performance-based fees.

D. Material Disciplinary Disclosures. Neither Innovative nor any management personnel have ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

E. Material Relationships That Management Persons Have with Issuers of Securities. Neither Innovative nor any management personnel have any relationship or arrangement with issuers of securities.

F. Additional Compensation. Neither Innovative nor our Advisers receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Innovative.

Additional Disclosures for State Registered Advisors.

Conflicts of Interest Pursuant to California Code of Regulations Section 260.238 (k): Any material conflicts of interest regarding the firm, its Advisers or any of its employees are disclosed to the client prior to entering into any advisory agreement.

Business Continuity Plan Our firm maintains a business continuity plan that is integrated with our chosen Custodians to ensure we appropriately respond to events that may pose a significant disruption to our operations. A statement concerning our current plan may be requested by calling 206-832-1525.