

Item 1 – Cover Page



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July 9, 2018

This Brochure provides information about the qualifications and business practices of Bain Wealth Management Group, LLC. If you have any questions about the contents of this Brochure, you may contact us at (503) 370-9003 or mark@bainwealthmanagement.com to obtain answers and additional information. Bain Wealth Management Group, LLC is a registered investment adviser with the State of Oregon. Registration of an investment adviser does not imply any level of skill or training. 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.

Additional information about Bain Wealth Management Group, LLC is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Bain Wealth Management Group, LLC is 281066.

Item 2 – Material Changes

Since the date of our previous annual update to our Brochure on January 23, 2017, we have made several material changes to this Brochure. Changes include additional statements and disclosures which update and detail our focus on “endowment style” investment portfolio management, illiquid investment disclosures and risks, billing clarification on illiquid Direct Participation Programs (DPPs) and investor suitability standards relating to illiquid investments including definitions and terms employed by the Advisor.

We will ensure that all current clients receive a Summary of Material Changes to this and subsequent Brochures within 120 days of the close of our business’ fiscal year. A Summary of Material Changes is also included with our Brochure on the SEC’s website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Bain Wealth Management Group, LLC is 281066. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Mark L. Bain, Chief Compliance Officer of Bain Wealth Management Group, LLC at (503) 370-9003 or mark@bainwealthmanagement.com. Our Brochure is provided free of charge.

BAIN WEALTH MANAGEMENT GROUP, LLC
Form ADV Part 2A – Firm Brochure

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Item 4 – Advisory Business

- A** Bain Wealth Management Group, LLC (“Bain Wealth Management” “we” or “us”) is a registered investment advisory firm located in Salem, Oregon that is registered with the State of Oregon. We provide financial planning and investment management services with an “endowment style” approach to investment portfolio management. The firm has been in business since 2015 and the principal owners are Mark L. Bain and Frank L. Bain. Our investment advisory services are driven by and coordinated with each Client’s individual financial goals. Our approach uses broadly diversified portfolios and a systematic strategy to manage investments. We follow strict fiduciary standards, putting our Clients’ interests before our own and seeking to avoid conflicts of interest with our Clients.
- B, C** We help Clients coordinate and prioritize their financial lives with all aspects of their life goals. Integrating investments across all individual retirement accounts, taxable accounts, and employee retirement accounts is crucial to the process. Client input and involvement are critical parts of the financial planning process and implementation of investment decisions. After Client assets are invested, we monitor their investments and provide advice related to ongoing financial and investment needs. We are objective advisors, and we always put our Clients’ interests first.

Bain Wealth Management has discretionary authority over Client funds. Discretionary authority means that we have the authority to determine, without obtaining specific Client consent, the securities bought or sold and the amount of securities bought or sold. The only restrictions on the above discretionary authority are those set by the Client on a case by case basis. Discretionary authority allows us to act on behalf of the Client in most matters necessary or incidental to the handling of the account, including monitoring certain assets, without the Client’s prior approval.

We provide financial planning services through our highly personalized financial planning process. Financial planning does not involve the active management of client accounts, but instead provides focus on a client’s overall financial situation. Financial planning can be described as helping individuals determine and set their long-term financial goals through investments, tax planning, asset allocation, risk management, retirement planning, education planning, and other areas. The role of a financial planner is to find ways to help the client understand his/her overall financial situation and help the client set financial objectives. The financial planning advice given by Bain Wealth Management includes assistance with answers to questions like:

- When will I be able to retire?
- What is the best withdrawal strategy for me when I am retired?
- How can I use my portfolio to help fund my lifestyle in retirement?
- Will I need to make any changes to sustain a long retirement?
- When should I take Social Security?

- How can I build a financial legacy?

A conflict exists between the interests of the investment adviser and the interests of the client. The client is under no obligation to act upon the investment adviser's recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the investment adviser.

Bain Wealth Management may enter into various agreements with unaffiliated investment managers who independently offer investment management and asset allocation services. We will not conduct a comprehensive search for such managers but will usually recommend and use those we are familiar with and believe will provide competent investment management services to clients. We may, on occasion, recommend that all or a portion of the assets in Client accounts be managed by a Third-Party Asset Manager (“TPAM”) or sub-advisor. TPAM or sub-advisory fees will be paid directly to the TPAM or sub-advisor from the Client’s account and represent a portion of the account management fees paid by the Client; the remainder of the advisory fees debited from the Client’s account will be paid to the Advisor. In all discretionary accounts, except to the extent the Client directs otherwise, the Advisor is authorized to use its discretion in selecting or changing a TPAM and/or sub-advisor to the Account without prior notice to the Client. Client may be required to execute a limited power of attorney with a TPAM or sub-advisor selected by Advisor under this Section.

Bain Wealth Management conducts due diligence on different illiquid direct participation program (DPP) investments. DPP investment offering structures may be private equity (for example, Regulation D, Regulation A, etc.), public non-traded offerings (for example, S-1 offerings, Intrastate offerings, Business Development Companies (BDCs), non-traded mutual funds, etc.), non-traded Real Estate Investment Trusts (REITs), or non-traded oil and gas programs.

DPP investments generally will have minimum investor suitability standards, such as minimum net-worth requirements, which are disclosed within an investment’s prospectus or offering circular. More restrictive firm-level suitability or concentration standards may be applied by Bain Wealth Management in order to fulfill the fiduciary duty owed to our clients.

For purposes of determining suitability, the Advisor defines the following terms:

- Annual Income – Personal income from sources such as employment, alimony, social security, investment income, etc.
- Household Net Worth – The value of all assets minus all liabilities. Assets include stocks, bonds, mutual funds, other securities, bank accounts, real assets (for example real estate), and other personal property as well as primary residence. Liabilities include mortgage, margin loans, outstanding loans, credit card balances, taxes, etc.
- Investable Net Worth – The value of “investable” assets minus liabilities

associated with those assets. Investable assets include stocks, bonds, mutual funds, other securities, bank accounts, hard assets (for example real estate), and other investments less any costs associated with liquidating such assets (for example redemption fees, CDSCs, sales commissions, taxes and tax penalties if the client is less than 59.5 years old and liquidating qualified accounts, etc.) Primary residence, personal use automobiles, and personal belongings are not included. Liabilities include any margin loans and other associated outstanding loans. Any mortgage on the primary residence is not included unless the mortgage balance is greater than the fair market value of the primary residence. If this should happen, the amount of the mortgage that is greater than the value of the home is included as a liability. Any amount of the mortgage balance that has increased over the prior 60 calendar days of calculating net worth is included.

- Liquid Net Worth – Investable Net Worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties (for example penalties or redemption fees greater than five percent of the face value of the investment) if they were sold or if assets were withdrawn from them.
- Accredited Investor – As defined under Rule 501 of Regulation D under the Securities Act, an Accredited Investor is an individual or joint with spouse with greater than \$1,000,000 in Investable Net Worth, or individual Annual Income in excess of \$200,000 in each of the two most recent years, \$300,000 if jointly, and has a reasonable expectation of reaching the same income level in the current year.
- Qualified Clients – As defined under Rule 205-3 of the Investment Advisers Act, an individual or entity is a Qualified Client if he, she, or it: (1) has \$1,000,000 or more assets under management with the investment adviser after the investment of the fund; (2) has a net worth of \$2,100,000 prior to the investment of the fund (excluding the value of his or her primary residence); (3) is a “qualified purchaser; or (4) is an officer or director of the fund manager or is an employee who participates in the investment activities of the investment adviser and has been doing so for 12 months.
- Qualified Purchaser – As defined under Section 3(c)(7) of the Investment Company Act, a Qualified Purchaser is an investor that meets any of the following criteria: (1) an individual or family-owned business nor formed for the specific purpose of acquiring the interest in the fund that owns \$5,000,000 or more in investment; (2) a trust not formed for the specific purpose of acquiring the interest in the fund which is sponsored by and managed by qualified purchasers; (3) an individual or entity not formed for the specific purpose of acquiring the interest in the fund which owns and invests at least \$25,000,000 in investments (or someone who is acting on account of such a person); or (4) an entity, of which each beneficial owner is a qualified purchaser. Section 3(c)(7) does not contain a limitation on the number of investors in the fund, but the Securities Exchange Act of 1934 effectively limits 3(c)(7) funds to no more than 1,999 investors.

While each DPP security selected may have its own early redemption program, in general, any DPP investment should be considered illiquid. That is, there may be no secondary market upon which to sell one's investment and thus no opportunity to convert one's investment into cash. Anticipated holding periods will vary depending on the nature and strategy of the DPP investment. The Advisor will communicate anticipated holding periods per language provided within each DPP's investment prospectus or offering circular. However, there is no guarantee that a liquidity event will occur within the prescribed timeframe if at all.

All DPP Investments should be considered speculative in nature, subject to a high degree of risk, including the risk of losing one's entire investment.

If a client specifically requests more than 10% exposure to an individual DPP or illiquid investment, and/or more than 20% exposure to a single sponsor of a DPP or illiquid investment, Bain Wealth Management Group will require the client to sign an Additional Risk Disclosure Form acknowledging the concentration risks of such a decision.

Advice and services are tailored to the stated objectives of the Client(s). We discuss with the Client in detail critically important information, such as the Client's risk tolerance, time horizon, and projected future needs, to formulate an investment policy. This policy guides us in objectively and suitably managing the Client's account. We meet with Clients as needed to review portfolio performance, discuss current issues, and re-assess goals and plans.

Our approach uses broadly diversified portfolios and a systematic strategy to manage investments. Our investment recommendations generally include mutual funds, exchange-traded funds, hedge funds, real estate investment trusts (REITs), Business Development Companies (BDCs), private placements, direct participation programs (DPPs), third party money managers, exchange-listed and non-exchange-listed equity securities, and other investments. We also recommend certificates of deposit, municipal securities, U.S. government securities, money market funds, and other fixed income securities. If Clients hold other types of investments, we will advise them on those investments also. Clients may impose restrictions on investing in certain securities or types of securities. We consider such restrictions when preparing the Investment Policy Statement.

As part of the services offered to clients, we may provide certain advisory services with respect to assets of the Client that include a (i) pension or other employee benefit plan (including any 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code, as amended (the "Code"), and not covered by ERISA; and/or (iii) an individual retirement account ("IRA") under Section 408 of the Code. If certain Client assets are for a plan subject to ERISA, the

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Client appoints the Advisor, and the Advisor accepts its appointment, as an "investment manager" for purposes of ERISA and the Code, and the Advisor acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4957(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement).

See Item 8 for a description of our investment strategy.

We follow strict fiduciary standards as required by the Securities Act of Oregon and the rules thereunder, putting our Clients' interests before our own and seeking to avoid conflicts of interest with our Clients. We are compensated only by our Clients. Nonetheless, conflicts of interest do exist between our interests and our Clients' interests. Thus, our Clients are not obligated to act on our recommendations, or they can act on one or more of our recommendations without transacting business directly with us.

- D** We do not participate in or sponsor any wrap-fee programs.
- E** We manage \$81,740,274 of Client assets on a discretionary basis and \$0 of Client assets on a non-discretionary basis. This amount was calculated as of July 9, 2018.

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Item 5 – Fees and Compensation

A Bain Wealth Management provides investment advisory and financial planning services to its Clients. Services may include the analysis of the Client’s current portfolio, development of an investment policy statement, implementation of a recommended portfolio(s), and ongoing monitoring of the investment portfolio(s).

Bain Wealth Management also charges annual fees for managing Clients’ portfolios. The fees charged vary according to the amount of assets under management, as detailed in the following fee schedule:

First \$250,000*	1.00%
Next \$250,000	0.90%
Next \$500,000	0.75%
Next \$1,000,000	0.65%
Next \$3,000,000	0.50%
Greater than \$5,000,000	0.45%

* Bain Wealth Management has an account minimum of \$150,000, which is negotiable. Other fees are generally not negotiable. Employees and their immediate family members may by request receive a discounted fee schedule on their personal investment accounts.

We also offer investment consultations or financial planning services at a fixed fee rate. Fixed fee projects are estimated to range from \$1,500 to \$5,000 and may be negotiated. Pricing will be developed on a project-by-project basis for each Client, also depending on the complexity, scope of work to be performed, expertise of the IAR providing the services, and the estimated time required to complete the project. Examples of the factors contributing to the determination of the fixed fee projects may include the same areas as described above for financial planning rates. Lower fees for comparable services may be available from other sources. Advisor does not require the prepayment six months or more in advance of more than \$500 of advisory fees.

In circumstances where a TPAM or a sub-advisor is utilized to provide certain investment advisory services to a Client, Bain Wealth Management will submit an invoice to the custodian quarterly in advance for the advisory services and the custodian will deduct the TPAM or sub-advisor’s fee directly from the Client’s custodial account as well as Bain Wealth Management’s investment advisory fee. The TPAM or sub-advisor’s fee will always be a portion of the Client’s total advisory fees as stated in the Client’s investment advisory agreement with Bain Wealth Management. Fees for these services are generally not negotiable.

Bain Wealth Management occasionally offers educational workshops and seminars. If there is a charge to attend, fees will be published in the workshop invitation or announcement. If the event is sponsored by a group or company, that organization will pay the fee for the event.

- B** We bill the Client quarterly in advance and concurrently send the Client an invoice itemizing the fee and send the custodian a notice of the amount of the fee to be deducted from the Client's account. Fees are paid directly to us from the account by the custodian upon our submission of an invoice to custodian. Payment of fees may result in the liquidation of Client's securities if there is insufficient cash in the account. The fee is based on the market value of the Client's account at the end of the prior quarter.

Market value means the value of all assets in the account (not adjusted by any margin debit). To determine value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date). Other readily marketable securities and other instruments shall be priced using a pricing service or through quotations from one or more dealers.

For the purpose of determining the fee on illiquid Direct Participation Programs (DPP), the Advisor uses the valuation of the investment or fund as reported by the investment sponsor on the last business day of the money immediately preceding the billing quarter. The Advisor does not use any other method for valuing illiquid investments, such as published values on auction sites or secondary markets, tender offers by third parties or the investment sponsor, or valuations as published by third party research providers. Investment sponsors vary on the timeliness of their valuation reporting, ranging from daily, monthly, quarterly or annually – some do not update the valuation of its investment or fund until it has achieved a liquidity event. The underlying or intrinsic value of an illiquid investment may be higher or lower than its published valuation. For example, the net operating income for an investment property may have increased, causing an increase in value of the property, causing it to lose value relative to the fund per share price. Given the volatility of the valuation of the underlying investments, and the difficulty in assessing a true valuation, which would be speculative in nature, the Advisor does not reconcile any differences between the fees it charges (as based on the investment sponsor's published valuation) and a potentially more accurate fee based on another method of valuation. Consequently, the Advisor may charge a fee that is higher or lower than the fair market value of the underlying investments. For illiquid DPPs, fees are typically deducted from a separate account held at a custodian in which the Advisor has permission from the client to withdraw fees. The client may also elect to pay by check.

All other assets shall be valued at fair value by Bain Wealth Management and in accordance with Bain Wealth Management's fiduciary duty.

Fees for a partial quarter at the commencement or termination of an agreement will be prorated based on the number of days the account was open during the quarter.

The Client may terminate fee-based investment related services upon written notice to the Advisor delivered by certified or registered mail. The Advisor may also terminate fee-

based related services upon written notice to the Client delivered by certified or registered mail. The effective date of termination will be the date the written request is received by the Advisor or the Client.

Termination of fee-based investment related services shall not affect any purchases of investment or insurance products made by the Client based on advice or recommendations made by the Advisor; those investments will remain subject to the terms of their respective offering memorandum or contract.

Upon termination of fee-based investment related services, the Client's funds will remain in the position they are in on the date of the termination and the Advisor shall have no further responsibilities with respect to the account(s) or positions within those account(s). The Client may not be able to liquidate or redeem illiquid investments upon termination. Additionally, some illiquid investments may not be transferable to other advisory firms.

Upon such termination, the Advisor will conduct a fee reconciliation that will determine if a net credit is owed to the client, or if a net debit is owed to the Advisor. To complete a fee reconciliation, the Advisor will do the following:

- For liquid managed portfolios that are billed in arrears, such as those managed by third-party separately managed account programs, a final fee, if any, will be debited from the client's fee reconciliation statement. The fee amount will be calculated as the number of calendar days worked (as defined as the number of calendar days between the first day of the termination quarter and the effective date of termination) multiplied by the quarterly AUM fee converted into a daily rate (as defined as the total number of calendar days in the termination quarter). It should be noted that most third-party separately managed account programs automatically assess any pro-rata management fees against the account immediately upon termination.
- For liquid managed portfolios that are billed in advance, a refund will be credited to the client's fee reconciliation statement. The refund amount will be calculated as the difference between the total number of calendar days in the quarter in which the termination took place from the number of calendar days worked (as defined as the number of calendar days between the first day of the termination quarter and the effective date of termination), then multiplied by the quarterly AUM fee converted into a daily rate (as defined as the total number of calendar days in the termination quarter).
- For illiquid direct participation programs (DPPs), which are typically billed in advance, no fee refund is credited to the client's fee reconciliation statement. A Contingent Management Fee may be debited to the client's fee reconciliation to the client's fee reconciliation statement based on the number of billing cycles that occur. The Contingent Management Fee will be calculated as the current net asset value of the DPP multiplied by the client's annual AUM fee percentage (as identified on the client's Advisory Services Fee Agreement) multiplied by the Contingent Annual Management Fee Multiplier. The Contingent Annual

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Management Fee Multiplier is determined by the total number of billing periods that have occurred before the effective termination date and is as follows:

Total Number of Billing Cycles	Contingent Annual Management Fee Multiplier
0	2.00
1	1.75
2 to 4	1.50
5 to 8	1.25
9 to 12	1.00
13 and above	0.00

This Contingent Management Fee is waived for any DPP that has a stated maturity date within twelve (12) months of the effective termination date.

Within fifteen (15) calendar days of the effective termination date, the Advisor will complete a fee reconciliation statement that itemized all account and DPP fee credits and debits. The Advisor will then either issue a check equal to the net credit owed to the client or withdraw funds from the client’s liquid accounts to meet a net fee debit. In order to create sufficient cash to pay a net fee debit, the Advisor reserves the right to liquidate any non-DPP investment, regardless of the account’s registration. If there are not sufficient funds in the client’s liquid accounts, the Advisor will send the client an invoice for the final fee.

For fixed fee projects 50% of the fixed fee shall be billed and prepaid up front with the remainder immediately due and payable upon completion of the project.

- C** Clients pay brokerage transaction costs and other charges directly to the custodian. See Item 12. Clients may be required to pay, in addition to Bain Wealth Management’s fee, a proportionate share of any Exchange Traded Fund’s (“ETF”) or mutual fund’s fees and charges. For example, Mutual fund operating expenses are paid out of the fund and are an additional expense incurred by the Client.
- D** Clients pay all advisory fees quarterly or flat rate, in advance. As such, there occasionally may be pre-paid fees that will be subject to refund. Fixed fee projects may require one half of the fixed fee to be paid up front, with the balance due upon completion of the project.

New accounts are pro-rated from the time we begin charging a fee to the Client. Fees for partial quarters at the commencement or termination of this Agreement will be billed on a pro-rated basis contingent on the number of days the account was open during the quarter. Additionally, all service agreements may be terminated at any time by providing us with 15 days written notice. Any compensation paid for services beyond the time the

agreement was terminated in writing will be refunded to the Client.

Upon termination of any fixed fee project, any prepaid but unearned fees will be promptly refunded by Bain Wealth Management and any partially completed plan will be delivered to the Client in its partially completed form. Any fees that have been earned by Bain Wealth Management but not yet paid by Client will be immediately due and payable.

If Bain Wealth Management has provided the Client a copy of its Form ADV Part 2 less than forty-eight hours prior to entering into any investment advisory contract or if Bain Wealth Management provided the Client a copy of its Form ADV Part 2 at the time of entering into the investment advisory agreement, then the Client may terminate the investment advisory agreement without penalty within five business days after entering into the contract. Alternatively, the investment advisory agreement may be terminated at any time by either party by providing 15 days written notice to the other party.

- E** Investment Adviser Representatives of Bain Wealth Management are also Registered Representatives of Purshe Kaplan Sterling Investments, Inc. (“PKS”). PKS is not affiliated with Bain Wealth Management. Certain Investment Adviser Representatives of Bain Wealth Management are also licensed to sell insurance in one or more states, either through a licensed general insurance agency or as direct agent representative of a specific insurance company.

Securities and insurance related business is transacted with advisory Clients, and individuals may receive commissions from products sold to Clients. Clients are advised that the fees paid to Bain Wealth Management for investment advisory services are separate and distinct from the commissions earned by any individual for selling Clients insurance or other securities products. If requested by a Client, we will disclose the amount of commission expected to be paid.

The receipt of commissions by an affiliated entity or individuals associated with the firm presents a conflict of interest. As fiduciaries we must act primarily for the benefit of investment advisory Clients. As such, we will only transact insurance or securities related business with Clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives are appropriate. Clients are informed that they are under no obligation to use any individual associated with Bain Wealth Management for insurance or securities products or services. Clients may use any insurance or brokerage firm or agent they choose.

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

Bain Wealth Management does not charge any performance-based fees for its services. Accordingly, this item is not applicable to our firm.

Item 7 – Types of Clients

We provide investment advice to individuals, high net worth individuals, businesses, trusts, and estates. Because each Client is unique, they must be willing to be involved in the planning and ongoing processes. Such involvement does not have to be time consuming, however we want our Clients to remain informed and have a sense of security about their investments. Bain Wealth Management has an account minimum of \$150,000, which is negotiable, to establish an account. There is no minimum for maintaining an account.

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

A Bain Wealth Management believes in a long-term, balanced, disciplined approach to investing with an “endowment style” approach to investment portfolio management. As such, we build globally diversified portfolios that typically include stocks, bonds, real estate, alternative asset classes, DPPs and cash. These asset classes are accessed via mutual funds and exchange traded funds, as well as private placement and DPPs. Investing takes place within the context of the plan that is tailored to each client’s unique situation. We develop a statement of investment policy with each Client, outlining the investment philosophy, management procedures, long-term goals, risk tolerance, and other factors as they pertain to the investor(s). Numerous studies and statistics have shown that a stable, disciplined investment approach with a long-term perspective yields better long-term results than a rapid trading, market timing approach.

As part of our core investment approach, we purchase on behalf of clients investments including (but not limited to) the following:

- Mutual Fund shares
- Exchange Traded Fund shares
- Publicly and non-publicly traded securities
- Real Estate Investment Trusts (REITs)
- Business Development Companies (BDCs)
- Direct Participation Programs (DPP)
- Hedge Fund shares
- Third Party Money Managers
- Private Placements
- Annuities: fixed, variable, and equity-indexed
- Corporate debt securities
- Certificates of deposit
- Municipal securities
- United States government and agency securities

We primarily research and review securities using traditional fundamental analysis. The primary investment strategies used to implement investment advice given to Clients include long-term (securities held at least one year) and short-term (securities sold within a year) purchases. The fundamental analysis of securities is used in conjunction with modern portfolio theory to generate diversified portfolios of securities based on the individual Client’s investment goals and risk tolerance profile. While this practice does mediate some investment risk, it cannot mediate all investment risk. This residual systemic risk includes, but is not limited to, interest rate risk, inflation risk, market risk, corporate risk, geopolitical risk, and risk due to war or natural disasters.

The main sources of information we rely upon when researching and analyzing securities

include traditional research materials such as financial newspapers and magazines, annual reports, prospectuses, filings with the SEC, as well as research materials prepared by others and company press releases. We also subscribe to various professional publications deemed to be consistent and supportive of our investment philosophy.

- B** We use our best judgment and good faith efforts in rendering services to Clients. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Not every investment recommendation we make will be profitable. Investing in securities involves risk of loss that Clients should be prepared to bear. Clients assume all market risk involved in the investment of account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to Clients for:

- any loss that Clients may suffer by reason of any investment recommendation we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or
- any independent act or failure to act by a custodian of Client accounts.

It is the responsibility of the Client to give us complete information and to notify us of any changes in financial circumstances or goals.

We use our best judgment and good faith efforts in rendering services to Clients. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Not every investment recommendation we make will be profitable

C Investment Considerations Unique to Illiquid Investments

Illiquid investments, such as private equity (for example Regulation D, Regulation A, etc.), public non-traded offerings (for example S-1 offerings, Intrastate offerings, Business Development Companies (BDCs), non-traded closed-ended mutual funds, etc.), non-traded Real Estate Investment Trusts (REITs), or non-traded oil and gas programs, have unique investment considerations that an investor should be aware of, including, but not limited to:

Risk

An investment in an illiquid investment must be considered speculative and there are no assurances that an investor may not lose all or a substantial portion of their investment. Investors should consider the impact a loss of their entire investment would cause and should be confident that it would not cause an adverse impact on one's standard of living. Neither the Advisor nor its affiliates represent or guarantee that an investment in an

illiquid investment will result in economic gain.

Other investment risks inherent in illiquid investments include:

- Illiquid investments typically have high minimum investment requirements.
- The performance of illiquid investments may be affected by high internal and fund-related costs.
- Illiquid investments generally employ potentially speculative investment strategies.
- The overall profitability of an illiquid investment may be negatively affected by general economic risks.
- An illiquid investment may experience additional costs of operation due to changing government regulation and potential litigation.
- The General Partner/Sponsor of an illiquid investment may not be able to raise sufficient funds to complete its business plan.
- Financing is a key component of an illiquid investment. In these cases, the investment may not be able to secure attractive financing terms.
- Illiquid investments may have tax-related risks, including Unrelated Business Taxable Income (UBTI) to tax-exempt investors.

In spite of the above-mentioned risks, an investor must acknowledge the impossibility of identifying every possible risk.

Illiquidity

There is no public market for most illiquid investments, nor is there likely to be in the future. The ability to transfer one's investment may be subject to certain restrictions including obtaining the General Partner/Sponsor's approval and, as a consequence, it may not be possible for the investor to liquidate their interest, which may have to be held indefinitely as being illiquid.

If a secondary market does exist, successful programs often trade at a substantial discount. Underperforming programs will be difficult to sell at any price.

Regardless of what hardship causes the investor to need the return of capital, the investor may not have access to it for many years.

Valuation / Pricing / Billing

The Advisor calculates the value of illiquid investments on a quarterly basis. The Advisor uses the valuation of the investment of fund as published by the investment sponsor. The Advisor does not use any other method for valuing illiquid investments, such as published values on auction sites or secondary markets, tender offers by third parties or the investment sponsor, or valuations as published by third party research providers.

Investment sponsors vary on the timeliness of their valuation reporting, ranging from daily, monthly, quarterly or annually – some do not update the valuation of its investment or fund until it has achieved a liquidity event. In all cases, the Advisor uses the valuation available on the last day of each calendar quarter.

The underlying or intrinsic value of an illiquid investment may be higher or lower than its published valuation. For example, the net operating income for an investment property may have increased, causing an increase in value of the property relative to the per share price for the real estate fund. Or vacancies may have increased in an investment property, causing it to lose value relative to the fund per share price. Given the volatility of the valuation of the underlying investment, and the difficulty in assessing a true valuation, which would be speculative in nature, the Advisor does not reconcile any differences between the fees it charges (as based on the investment sponsor's published valuation) and a potentially more accurate fee based on another method of valuation. Consequently, the Advisor may charge a fee that is higher or lower than the fair market value of the underlying investments.

Custody of Assets

Illiquid investments are direct investments and generally have a higher cost of custody and service than traditional, more liquid investments. For holding illiquid investments, custodians charge an array of fees including, but not limited to: account opening fees, asset purchase fees, annual account fees, cash distribution fees, and account closing fees. The Advisor does not participate or share in fees collected by a custodian.

Investment Disclosures

Before authorizing the purchase of any illiquid investment, an investor should take ample time to review thoroughly the Prospectus/Memorandum/Offering Circular and (if applicable) any Addendums. These documents will contain investment-specific disclosures, such as unique risks, tax consequences, redemption options, etc.

In making a decision to purchase an illiquid investment, an investor must acknowledge that they are not relying on: (a) any verbal or written representations; or (b) any guarantees, implied or stated; or (c) any literature, documents, charts, etc. (other than those provided by the Managing Partner/Sponsor's); that have been made or delivered by the Advisor or any of its representatives.

Any financial or performance forecasts discussed by and between the Client and a representative, affiliate or employee of the Advisor which pertain to an illiquid investment must be regarded as nothing more than hypothetical and not a guarantee of any future actual performance or returns. Past performance is never a guarantee of future results.

Once the General Partner/Sponsor has control of an investor's funds, the Advisor and its representatives have no legal standing to exert any control over what happens to an investor's investment.

D Potential Liquidity Issues with Managed Investment

Most investors understand managed investments to be “liquid,” which is generally defined as the ability to convert an investment into cash without penalty by selling or redeeming that investment any day in which financial markets are open. However, investment sponsors have introduced various investment structures that do not follow this traditional definition of liquidity. For example, some open-ended no-load mutual funds may be subject to a period of time in which a contingent sales fee would be assessed if redeemed (commonly referred to as a “redemption fee”). These periods often range from as short as 30 days to as long as one year.

Another type of managed investment with a unique form of liquidity are Closed-Ended Mutual Funds (“Interval Funds”). Shares of Interval Funds may be redeemed without a redemption fee, but the timing of redemption requests is limited. While each Interval Fund will have its own specific redemption rules, in general, redemptions are granted on a calendar quarter basis. Some Interval Funds may also limit the total amount of redemptions per period. For example, an Interval Fund may grant redemptions up to 5% of the fund's total assets under management. The Advisor may utilize Interval Funds in small allocations within its model portfolio.

Item 9 – Disciplinary Information

Bain Wealth Management Group, LLC is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. No principal or person associated with Bain Wealth Management has any information to disclose which is applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

As disclosed in Section 5, above, all Investment Adviser Representatives of Bain Wealth Management are also licensed as Registered Representatives with Purshe Kaplan Sterling Investments, Inc. (“PKS”). PKS is a registered broker-dealer, member of FINRA, SIPC, MSRB, and is registered with the Securities and Exchange Commission (CRD No. 35747). In their separate capacity as registered representatives, Bain Wealth Management advisors will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Bain Wealth Management advisors.

Bain Wealth Management advisors are also licensed insurance agents and may receive usual and customary commissions associated with the sale of insurance products. PKS is a FINRA Member broker-dealer and general insurance agency.

PKS and Bain Wealth Management are not affiliated. Under no circumstances will a client of Bain Wealth Management be deemed to be a client of PKS, nor will PKS assume any liability for Bain Wealth Management advisors’ actions unless client has an executed PKS Client Agreement which has been accepted by PKS and client’s claim is the result of those services agreed to in writing by and between PKS and client. Further, Bain Wealth Management acknowledges that it is solely responsible for the securities transactions and advisory activities, and any liability arising out of such activities, of any of its owners, officers, partners, directors, employees, agents, and IARs, or persons holding similar status or performing similar functions that do not have appropriate and active securities registrations through PKS, and/or are not covered by PKS-approved errors and omissions insurance coverage.

When acting as registered representatives of PKS, the Bain Wealth Management advisors’ investment recommendations will be limited to investment products offered through PKS. Other suitable investment products may be available through other broker/dealers or investment advisers at lower costs. A conflict of interest exists because of the duty to provide unbiased advice to clients and the potential receipt of commissions on transactions effected through PKS.

Certain Investment Adviser Representatives of Bain Wealth Management are also licensed as insurance agents in one or more states, either through a licensed general insurance agency or as direct agent representative of a specific insurance company. The conflicts of interest associated with the above arrangements and how these conflicts are addressed are described in Section 5E, above.

Bain Wealth Management may, on occasion, recommend that all or a portion of a Client’s assets be managed by an unaffiliated investment manager or sub-advisor. Fees charged by a sub-advisor will be fully disclosed to Clients. Sub-advisory fees may be deducted directly from Client accounts and may result in increased fees to Client. In all discretionary accounts, except to the extent the Client directs otherwise, we are authorized to use our discretion in selecting or changing a sub-Advisor and/or outside money manager to the account without prior approval

BAIN WEALTH MANAGEMENT GROUP, LLC

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from a Client. Clients may be required to execute a limited power of attorney with a sub-advisor selected by us. Prior to selecting other advisers to manage client assets, Bain Wealth Management will confirm that the other advisers are properly licensed or registered as an investment adviser.

Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading

- A** Bain Wealth Management has a Code of Ethics which all employees are required to follow. The Code of Ethics outlines our high standard of business conduct, and fiduciary duty to Clients. The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things.

A copy of the code of ethics is available to any Client or prospective Client upon request by contacting Mark L. Bain at (503) 370-9003 or mark@bainwealthmanagement.com.

- B, C, D** We do not own or manage any companies or investments that we advise our Clients to buy.

Bain Wealth Management or individuals associated with our firm may buy and sell some of the same securities for their own account that Bain Wealth Management buys and sells for its Clients. When appropriate we will purchase or sell securities for Clients before purchasing the same for our account or allowing representatives to purchase or sell the same for their own account. In some cases, Bain Wealth Management or representatives may buy or sell securities for their own account for reasons not related to the strategies adopted for our Clients. Our employees are required to follow the Code of Ethics when making trades for their own accounts in securities which are recommended to and/or purchased for Clients. The Code of Ethics is designed to assure that the personal securities transactions will not interfere with decisions made in the best interest of advisory Clients while at the same time, allowing employees to invest their own accounts.

Bain Wealth Management will disclose to advisory Clients any material conflict of interest relating to us, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

As any advisory situation could present a conflict of interest, we have established the following restrictions to ensure our fiduciary responsibilities:

1. A director, officer, associated person, or employee of Bain Wealth Management shall not buy or sell securities for his personal portfolio where his decision is substantially derived, in whole or in part, by reason of his employment unless the information is also available to the investing public on reasonable inquiry. No person of Bain Wealth Management shall prefer his or her own interest to that of the advisory Client.

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2. Bain Wealth Management maintains a list of all securities holdings for itself and for anyone associated with its advisory practice that has access to advisory recommendations. An appropriate officer of Bain Wealth Management reviews these holdings on a regular basis.
3. Any individual not in observance of the above may be subject to termination.

Item 12 – Brokerage Practices

A Our Clients' assets are held by independent third-party custodians. Except to the extent that the Client directs otherwise, Bain Wealth Management may use its discretion in selecting or recommending the broker-dealer. The Client is not obligated to effect transactions through any broker-dealer recommended by Bain Wealth Management. In recommending broker-dealers, Bain Wealth Management will comply with its fiduciary duty to seek best execution with the Securities Exchange Act of 1934 or Oregon Securities Laws and will take into account such relevant factors as:

- Price;
- The custodian's facilities, reliability and financial responsibility;
- The ability of the custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order; and
- Any other factors that we consider to be relevant.

Generally speaking, we will recommend that Clients establish brokerage accounts with TD Ameritrade ("TDA") a registered broker-dealer and SIPC member, so long as TDA continues to meet the above criteria. TDA has a division of their firm for investment advisors. We work primarily with TDA for administrative convenience and also because TDA offers a good value to our Clients for the transaction costs and other costs incurred.

B In placing orders to purchase or sell securities, the Advisor may elect to aggregate orders. In doing so, the Advisor will not aggregate transactions except to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among Advisor clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Transactions will generally be averaged as to price and allocated among clients on a pro rata basis to the purchase and sale orders placed for each client on any given day. Before entering an aggregated order, the Advisor will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how it intends to allocate the securities purchased among those clients.

Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for a different allocation is explained in writing and approved in writing by the Advisor's compliance officer no later than one hour after the opening of the markets on the trading day following the date the order was executed.

In the event that the Advisor determines that a prorated allocation is not appropriate, the allocation will be made based on other relevant factors, which may include:

- When only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is

out of line with respect to security or sector weightings relative to other portfolios with similar mandates.

- Allocations may be given to one account when that account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts.

If an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed).

- With respect to sale allocations, allocations may be given to accounts low in cash.
- In cases when a pro-rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, the Advisor may exclude the account(s) from the allocation.
- The transactions may be executed on a pro rata basis among the remaining accounts.
- In cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

The Advisor may aggregate trades for itself or for its associated persons with client trades under the following conditions:

- The Advisor will not aggregate transactions unless it believes that aggregation is consistent with its duty to seek best execution (which includes the duty to seek best price) for clients and is consistent with the terms of the Advisor's investment advisory agreement.
- No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all of the Advisor's transactions in a given security on a given business day.
- The Advisor will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how it intends to allocate the order among those clients.
- If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the Allocation Statement; if the order is partially filled, it will be allocated on a pro-rate basis.
- Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reasons for different allocation are explained in writing and approved by the Advisor's compliance officer no later than one day after the opening of the markets on the trading day following the day the order was executed.
- For each client account, the Advisor's books and records will separately reflect the orders which are aggregated, as well as the securities held by, bought, and sold for

that account.

Funds and securities of clients whose orders are aggregated will be deposited with one or more banks or broker-dealers, and neither the client's cash nor their securities will be held collectively any longer than is necessary to settle the purchase or sale in question on a delivery versus payment basis.

Cash or securities held collectively for clients will be delivered to the custodian bank or broker-dealer as soon as practicable following the settlement. The Advisor will receive no additional compensation of any kind as a result of the proposed aggregation and individual investment advice and treatment will be accorded to each client.

Item 13 – Review of Accounts

- A** Accounts are reviewed by the firm’s Chief Compliance Officer, Mark L. Bain, who is responsible for overseeing all investment advisory activities for the firm.

The frequency of reviews is determined based on the Client’s investment objectives. Accounts are generally reviewed quarterly, but in any event, no less than annually.

- B** More frequent reviews may be triggered by a change in Client’s investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in the economic climate.

- C** Clients receive standard account statements from the custodian of their accounts on a monthly basis. Bain Wealth Management may also provide Clients with a written report summarizing the account activity on a periodic basis.

Item 14 – Client Referrals and Other Compensation

We do not compensate, nor receive compensation from, any third parties in connection with any services we provide for Clients, including referrals.

Item 15 – Custody

With the exception of Bain Wealth Management’s ability to debit fees, Bain Wealth Management does not otherwise have custody of the assets in the account. Clients provide written authority to have fees debited from their accounts when they review and sign Bain Wealth Management’s Investment Advisory Agreement. They also provide the Custodian the authority to release fee payments from their accounts when they sign the custodial account application. Clients shall receive at least quarterly account statements from the broker-dealer. We urge clients to review those statements carefully and compare the accounts statements from the broker-dealer with the account statements from Bain Wealth Management.

Bain Wealth Management shall have no liability to the Client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation (“SIPC”) or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a custodian.

Item 16 – Investment Discretion

Clients may grant Bain Wealth Management ongoing and continuous discretionary authority to execute its investment recommendations in accordance with Bain Wealth Management’s Statement of Investment Policy (or similar document used to establish each Client’s objectives and suitability), without the Client’s prior approval of each specific transaction. Under this discretionary authority, Client allows Bain Wealth Management to purchase and sell securities and instruments in their account(s), arrange for delivery and payment in connection with the foregoing, select and retain sub-advisors, and act on behalf of the Client in matters necessary or incidental to the handling of the account, including monitoring certain assets.

Item 17 – Voting Client Securities

- A** Without exception, we do not vote proxies on behalf of Clients. Additionally, we will not provide advice to Clients on how the Client should vote.

- B** We do not have authority to vote Client securities. Clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a Client, they will be sent directly to the Client or a designated representative of the Client, who is responsible to vote the proxy.

Item 18 – Financial Information

- A** Bain Wealth Management does not require or solicit prepayment of more than \$500 in fees per client, six month or more in advance.
- B** Bain Wealth Management does have discretionary authority over Client funds or securities, but we have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to Clients.
- C** Neither Bain Wealth Management, nor any of the principals, have been the subject of a bankruptcy petition at any time in the past.

Item 19 – Requirements for State-Registered Advisers

A Mark L. Bain is a Managing Member and the Compliance Officer of Bain Wealth Management Group, LLC. He provides investment advisory services to clients and is responsible for the day to day management and operations of the firm. Mr. Bain’s education and background are separately detailed in his Form ADV Part 2B, Item 2.

Frank L. Bain is a Managing Member of Bain Wealth Management Group, LLC. He provides investment advisory services to clients and is responsible for the day-to-day management and operations of the firm. Mr. Bain’s education and background are separately detailed in his Form ADV Part 2B, Item 2.

B Bain Wealth Management is a fee-only registered investment advisor. Apart from the activities and affiliations disclosed in Item 10 above and in the attached Form ADV Part 2B, Item 4 attached, our firm and its principals are not actively engaged in any other business activities outside of providing investment advisory and financial planning services.

C We do not receive performance-based fees.

D We have not been subject to any arbitration claims or any other proceedings (civil, self-regulatory organization or administrative) that are disclosable in this Item.

E Apart from those arrangements listed in Item 10 above, we have no arrangements or other financial industry affiliations to disclose which would be considered material to our business or to our Clients or which would present any material conflicts of interests with Clients.

MARK L. BAIN

BAIN WEALTH MANAGEMENT GROUP, LLC

885 Lancaster Drive SE, Suite C
Salem, Oregon 97317

(503) 370-9003

www.bainwealthmanagement.com

July 9, 2018

This Brochure Supplement provides information about Mark L. Bain that supplements the Bain Wealth Management Group, LLC Firm Brochure (Form ADV Part 2A). You should have received a copy of that Brochure. Please contact us at (503) 370-9003 or mark@bainwealthmanagement.com if you did not receive copy of Bain Wealth Management Group, LLC's Form ADV Part 2A or if you have any questions about the contents of this Brochure Supplement.

Additional information about Mark L. Bain (CRD 3139332) is available on the SEC's website at www.adviserinfo.sec.gov.

MARK L. BAIN, CFS[®], BCM[®]
Year of Birth: 1969

Item 2 – Educational Background and Business Experience

EDUCATION

Bachelor of Fine Arts - Graphic Design, Pacific Lutheran University, 1992

BUSINESS BACKGROUND

- 9/2015 to Present Investment Advisor Representative & Principal, Bain Wealth Management Group, LLC
- 9/2015 to Present Registered Representative, Purshe Kaplan Sterling Investments, Inc.
- 5/2002 to 9/2015 Investment Advisor Representative, Voya Financial Advisors, Inc. (fka ING Financial Partners, Inc.)
- 1/2002 to 9/2015 Registered Representative, Voya Financial Advisors, Inc. (fka ING Financial Partners, Inc.)
- 11/1998 to Present Principal & Financial Planner, Bain Wealth Management Group, LLC (aka Bain Financial Group)

Professional Designations

CERTIFIED FUND SPECIALIST[®] (CFS[®]). A Certified Fund Specialist[®] (CFS[®]) is a highly educated, experienced and qualified professional committed to the well-being of you, your family and your business. The CFS[®] can provide basic and advanced guidance on a wide range of actively and passively managed investments. With the help and knowledge of a CFS[®], you can determine your risk level, set realistic goals, design an appropriate portfolio, minimize taxes and protect your estate. The designation is issued by the Institute of Business & Finance (IBF).

CFS[®] Certification Requirements

Education: CFS[®] candidates must complete a comprehensive advanced program designed to educate the advisor on every aspect of modern portfolio theory (MPT), mutual funds, ETFs, REITs, UITs, EANs, CEFs, asset rebalancing and taxation.

Experience: CFS[®] professionals must have a bachelor's degree or one year of experience completed in the financial services industry prior to completing the CFS[®] course. As a result, CFS[®] practitioners possess extensive financial counseling skills in addition to advanced portfolio construction techniques.

Ethics: All graduates must sign the IBF Code of Ethics and agree to adhere to the IBF Standards of Practice, both of which place client interests above those of the advisor and parent company.

The CFS[®] advisor pledges to put your interests above all else, keep abreast of industry standards, new strategies and academic white papers. While conducting all activities with the highest standards of integrity and honesty, CFS[®] advisors perform investment services in a professional and economical manner offering advice only in areas of competence.

The CFS[®] marks are in compliance with FINRA and IBF.

Ongoing Certification Requirements

IBF's continuing education (CE) policy is an integral part of its commitment to the highest competency standards in the industry. Every CFS[®] advisor is required to regularly submit 30 hours of continuing education to maintain technical competence and fulfill ethical obligations.

BOARD CERTIFIED IN MUTUAL FUNDS[®] (BCM[®]). The designation is supported by the Institute of Business & Finance (IBF).

Item 3 – Disciplinary Information

Mark L. Bain has never been subject to any legal or disciplinary proceedings which would be considered material (or otherwise) to a Client's evaluation of him or any of the services Bain Wealth Management Group, LLC provides.

Item 4 – Other Business Activities

Mark L. Bain is licensed as an insurance agent, is appointed with multiple insurance carriers, and engages in the business of selling insurance products on behalf of Bain Wealth Management. In those situations when it is suitable and appropriate to meet a Client's insurance needs, Bain Wealth Management may place life, health and disability insurance contracts for Clients. Mr. Bain holds insurance licenses in the states of Oregon, Arizona, California, Texas, and Washington.

Mr. Bain is licensed as a Registered Representative with Purshe Kaplan Sterling Investments, Inc. (PKS), a FINRA member broker-dealer firm unaffiliated with Bain Wealth Management. He is registered to sell securities in the states of Oregon, Arizona, California, Colorado, Florida, Georgia, Hawaii, Idaho, Massachusetts, Michigan, Nevada, Texas, Utah, and Washington. Please refer to Item 10 of Form ADV Part 2A for full disclosure on PKS.

Item 5 – Additional Compensation

When Mr. Bain acts in the capacity of a Registered Representative, he may participate in and receive the usual and customary commissions or fees on the sale of securities products which the Client purchases.

Because the receipt of commissions or fees by Mr. Bain presents a conflict of interest, Clients are informed that they are under no obligation to use Mr. Bain (or any individual associated with Bain Wealth Management) for insurance products or services, or any other business activities. Clients may use any insurance or brokerage firm or agent, or broker-dealer they choose.

Please also see Items 5, 10, 12 and 14 of Form ADV Part 2A.

Item 6 – Supervision

Mark L. Bain and Frank L. Bain, Managing Members of Bain Wealth Management Group, LLC, have oversight responsibility for all services and advice provided to Clients of Bain Wealth Management. Both Members are responsible for the overall compliance policies and procedures of the firm.

Item 7 – Requirements for State-Registered Advisors

Mark L. Bain has never been subject to an award or otherwise been found liable in an arbitration claim alleging damages in excess of \$2,500, or in a civil, self-regulatory organization or administrative proceeding in any of the following: (a) an investment or an investment-related business or activity ; (b) fraud, false statement(s), or omissions; (c) theft, embezzlement, or other wrongful taking of property; (d) bribery, forgery, counterfeiting, or extortion; or (e) dishonest, unfair, or unethical practices. Mr. Bain has never been the subject of a bankruptcy petition.

FRANK L. BAIN

BAIN WEALTH MANAGEMENT GROUP, LLC

885 Lancaster Drive SE, Suite C
Salem, Oregon 97317

(503) 370-9003

www.bainwealthmanagement.com

July 9, 2018

This Brochure Supplement provides information about Frank L. Bain that supplements the Bain Wealth Management Group, LLC Firm Brochure (Form ADV Part 2A). You should have received a copy of that Brochure. Please contact us at (503) 370-9003 or mark@bainwealthmanagement.com if you did not receive copy of Bain Wealth Management Group, LLC's Form ADV Part 2A or if you have any questions about the contents of this Brochure Supplement.

Additional information about Frank L. Bain (CRD 1803427) is available on the SEC's website at www.adviserinfo.sec.gov.

FRANK L. BAIN, CLU[®], MBA, ChFC
Year of Birth: 1944

Item 2 – Educational Background and Business Experience

EDUCATION

Bachelor of Science - Marketing, University of Montana, 1966
MBA, University of Montana, 1968

BUSINESS BACKGROUND

- 9/2015 to Present Investment Advisor Representative & Owner, Bain Wealth Management Group, LLC
- 9/2015 to Present Registered Representative, Purshe Kaplan Sterling Investments, Inc.
- 5/2002 to 9/2015 Investment Advisor Representative, Voya Financial Advisors, Inc. (fka ING Financial Partners, Inc.)
- 1/2002 to 9/2015 Registered Representative, Voya Financial Advisors, Inc. (fka ING Financial Partners, Inc.)
- 1/1984 to Present Principal & Financial Planner, Bain Wealth Management Group, LLC (aka Bain Financial Group)

Professional Designations

CHARTERED LIFE UNDERWRITER (CLU[®]): The CLU[®] is widely considered to be the most respected insurance designation in the industry. This designation was created in 1927 by the American College in Bryn Mawr, Pa. The CLU[®]; has traditionally been pursued by agents who wish to specialize in life insurance for business or estate-planning purposes.

The current course curriculum for the CLU[®] includes five required courses plus three elective courses. The required courses include the following:

- Fundamentals of insurance planning
- Life insurance law
- Individual life insurance
- Estate planning
- Planning for business owners

The three elective courses can be chosen from such subjects as the following:

- Financial planning
- Health insurance
- Income taxation

- Group benefits
- Retirement planning
- Investment planning

CHARTERED FINANCIAL CONSULTANT® (ChFC®): The ChFC® designation has been a mark of excellence for almost thirty years and currently requires nine college-level courses, the most of any financial planning credential. Average study time to earn the ChFC® exceeds 450 hours. Required courses cover extensive education and application training in financial planning, income taxation, investments, and estate and retirement planning. Additional electives are chosen from such topics as macroeconomics, financial decisions for retirement, and executive compensation. ChFC® designees must meet experience requirements and adhere to continuing education and ethical standards. The credential is awarded by The American College, a non-profit educator founded in 1927 and the highest level of academic accreditation.

Item 3 – Disciplinary Information

Frank L. Bain has never been subject to any legal or disciplinary proceedings which would be considered material (or otherwise) to a Client’s evaluation of him or any of the services Bain Wealth Management Group, LLC provides.

Item 4 – Other Business Activities

Frank L. Bain is licensed as an insurance agent, is appointed with multiple insurance carriers, and engages in the business of selling insurance products on behalf of Bain Wealth Management. In those situations when it is suitable and appropriate to meet a Client’s insurance needs, Bain Wealth Management may place life, health and disability insurance contracts for Clients. Mr. Bain holds insurance licenses in the states of Oregon, Arizona, California, Texas, and Washington.

Mr. Bain is licensed as a Registered Representative with Purshe Kaplan Sterling Investments, Inc., a FINRA member broker-dealer firm unaffiliated with Bain Wealth Management. He is registered to sell securities in the states of Oregon, Arizona, California, Colorado, Florida, Georgia, Hawaii, Idaho, Massachusetts, Michigan, Nevada, Texas, Utah, and Washington. Please refer to Item 10 of Form ADV Part 2A for full disclosure on PKS.

Item 5 – Additional Compensation

When Mr. Bain acts in the capacity of a Registered Representative, he may participate in and receive the usual and customary commissions or fees on the sale of securities products which the Client purchases.

Because the receipt of commissions or fees by Mr. Bain presents a conflict of interest, Clients are informed that they are under no obligation to use Mr. Bain (or any individual associated with Bain Wealth Management) for insurance products or services, or any other business activities. Clients may use any insurance or brokerage firm or agent, or broker-dealer they choose.

Please also see Items 5, 10, 12 and 14 of Form ADV Part 2A.

Item 6 – Supervision

Mark L. Bain and Frank L. Bain, Managing Members of Bain Wealth Management Group, LLC, have oversight responsibility for all services and advice provided to Clients of Bain Wealth Management. Both Members are responsible for the overall compliance policies and procedures of the firm.

Item 7 – Requirements for State-Registered Advisors

Frank L. Bain has never been subject to an award or otherwise been found liable in an arbitration claim alleging damages in excess of \$2,500, or in a civil, self-regulatory organization or administrative proceeding in any of the following: (a) an investment or an investment-related business or activity ; (b) fraud, false statement(s), or omissions; (c) theft, embezzlement, or other wrongful taking of property; (d) bribery, forgery, counterfeiting, or extortion; or (e) dishonest, unfair, or unethical practices. Mr. Bain has never been the subject of a bankruptcy petition.