

Oswego Private Wealth Management LLC

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This brochure provides information about the qualifications and business practices of Oswego Private Wealth Management LLC (IA-5624 and CRD 317174). If you have any questions about the contents of this brochure, please contact us at (503) 931-8104. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration as a registered investment advisor does not imply a certain level of skill or training.

Additional information about Oswego Private Wealth Management LLC is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

SUMMARY OF MATERIAL CHANGES

This is the initial filing for Oswego Private Wealth Management LLC.

In the future, this section will discuss specific material changes that are made to the Brochure and provide clients with a summary of such changes. Following the SEC and state rules, we will ensure that clients receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We will provide other ongoing disclosure information about material changes, as necessary.

Currently, a free copy of our Brochure may be requested by contacting Oswego Private Wealth Management LLC at (503) 931-8104. The Brochure is also available on our website oswegoprivatewealth.com.

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Item 4 Advisory Business

Oswego Private Wealth Management LLC (“Oswego Private Wealth”) was established in 2021 to provide continuous, ongoing investment management, wealth planning and business transition services (“Services”) to individuals, high net worth individuals, employer sponsored retirement plans, charitable organizations, entities, trusts and estates. Oswego Private Wealth is solely owned by Robert E. Bedritis.

Through its investment adviser representatives (“Representatives”), Oswego Private Wealth provides Services that include ongoing investment management, portfolio trading and rebalancing, wealth planning, retirement and estate planning. Oswego Private Wealth will tailor its Services to its client’s individual needs based on meetings and conversations with the client. If clients wish to impose certain restrictions on investments, we will address those restrictions with the client to have a clear understanding of the client’s requirements.

Investment Management

For our investment management, we utilize any available investments through the applicable custodian selected by the client. Every client has a different financial situation, so we tailor our Services to match the client’s specific investment goals and objectives. We manage accounts on a discretionary basis, which means we recommend, purchase, and actively monitor investment portfolios to private clients without seeking approval from clients. Discretionary advisory services include portfolio design, specific mutual fund and exchange-traded fund (ETF) investment selection, effecting mutual fund and exchange-traded fund (ETF) transactions through brokerage firms, banks, or other custodians, separate account investment manager recommendations, if part of the portfolio design, monitoring of assets under the consulting agreement, investment performance reporting, portfolio change recommendations (may occur at any time). Oswego Private Wealth will review client financial goals, investment objectives, risk tolerances, and the current investment strategy to determine the appropriate considering the strategic asset allocation plan consistent with clients’ desired rate of return, time horizon, and risk tolerance.

In some cases, we may have the option to utilize an investment of either mutual funds or exchange-traded funds that has no transaction fees. In our decision to purchase these investments, we will consider the expected holding period. Depending on our analysis of future events, a no transaction fund may not be the best interest of the client. Clients may impose reasonable restrictions on our investing in certain securities, types of securities or industry sectors, provided the restrictions are provided in writing. It is important that clients notify us immediately if circumstances have changed with their respective financial situation. Objectives and goals are reviewed no less than annually.

We may select certain third-party independent managers (“Subadvisors”) to actively manage a portion of our clients’ assets. The specific terms and conditions under which a client engages a Subadvisor will be set forth in a separate written agreement with the designated Subadvisor. In addition to this Brochure, clients will also receive the written disclosure documents of the designated Subadvisor. We evaluate a variety of information about Subadvisors, including public disclosure documents, materials supplied by the Subadvisors and other third-party information that we believe to be reliable. We provide services relative to the discretionary selection of Subadvisors. On an on-going basis, we monitor the performance of those accounts being managed by Subadvisors. We seek to ensure that Subadvisors’ strategies and allocations remain aligned with clients’ investment objectives and overall best interests.

Wealth Planning

In addition to investment management services, Oswego Private Wealth may provide wealth planning services to some of its clients. Wealth planning services may include recommendations for portfolio customization based on the client's investment objectives, goals and financial situation, recommendations relating to investment strategies as well as tailored investment advice. Wealth planning may also include non-investment advice such as developing strategies to achieve retirement or other financial goals, tax optimization strategies, cash flow and budgeting analysis and recommendations, financing and financial education, estate planning, and asset protection strategies.

Business Transition Planning

Oswego Private Wealth provides consulting services in connection with business transition planning. Oswego's services will include creating a comprehensive exit strategy to help achieve certain goals pre-determined with the client at regularly scheduled meetings to occur throughout a six-month engagement. Oswego may further provide professional financial oversight and coordination to achieve the client's business and financial goals following the initial six-month engagement at client's request. Our business transition planning services engagement provides transition plan to fit client needs in the area of tax planning, retirement planning, and estate planning assistance through the engagement of third party experts. Oswego will act as the liaison between, and coordinator of, the client's tax advisor/CPA, attorney, financial planner, investment manager, insurance agent, banker and others as may be necessary to assist in developing and executing the business transition plan. These experts will assist in execution of the plan as needed. Oswego Private Wealth has no banking, investment management, or financial products to sell, which allows us to be completely objective and transparent, ensuring our team provides conflict-free, client-first solutions for long-term wealth preservation and growth.

Oswego Private Wealth does not provide portfolio management services to wrap fee programs.

Since this is the initial filing for Oswego Private Wealth, there are no assets under management to report.

Item 5 Fees and Compensation

Investment Management Fees

Pursuant to an advisory agreement signed by each client, clients will pay Oswego Private Wealth an advisory fee which is calculated as a percentage of assets under management (the "Assets"). Our standard annual Advisory Fee is set out in the following fee schedule below (the "Advisory Fee"):

Advisory Fee	Assets Managed
1.00%	On the first \$2,000,000, plus
0.85%	On the next \$3,000,000, plus
0.70%	On the next \$5,000,000, plus
0.50%	On the next \$10,000,000

The Advisory Fee is calculated quarterly and in advance based on the value of portfolio Assets (including any cash balances) on the first business day of the beginning of each calendar quarter. For purposes of calculating our advisory fees, we will typically rely on the valuation of your account provided by the custodian. You should contact us with any questions or concerns about the valuation of any investments held in your account.

Accounts initiated or terminated during a calendar quarter will be charged or refunded (as the case may be) a prorated fee. Other than at the beginning and termination of a client relationship, we do not adjust a client's quarterly fee due to assets added or withdrawn during a quarter. Clients may terminate our services at any time with prior notice to the non-terminating party. In the event a client closes an account in the middle of a billing cycle, advisory fees paid in advance are eligible for refund, including fees on deposits, journal between existing platform account(s) and quarterly billing. The amount of the refund will be pro-rated based on the number of days the account was managed and will be posted to the client's account by the fifth business day of the month following termination. For illustrative purposes, Account value x advisory and platform fee x remaining days in the quarter/ days in the calendar year (example: a \$250,000 account, billed at 1.0% annually, the calculation of the refund of advisory fees would look like $\$250,000 \times 1\% \times (91/365) = \623.29). No charges or penalties will apply to a client that does not receive a brochure at least 48 hours prior to entering into an advisory agreement and terminates the contract within five (5) business days after entering into the contract.

Advisory Fees may be negotiated by Oswego Private Wealth at its sole discretion based on individual client circumstances, familial relationships, complexity of relationship, existing client, duration of relationship, etc. The advisory agreement between us and the client fully discloses our Advisory Fee and gives us authorization to debit the Advisory Fee directly from your custodial accounts. You will be required to authorize our direct deduction of fees in our written advisory agreement and/or the account opening documents of your chosen custodian. We may liquidate money market shares or use cash balances from your account to pay our advisory fee, however, if those are not available other investments may be liquidated, but only in line with our fiduciary duty to you. The custodian will send an Account statement quarterly, identifying the amount of funds and each security in your Account at the end of the period setting forth all transactions in the account during the period, including the amount of any advisory fees paid to us. The custodian will not independently verify our fees. Accordingly we encourage you to review the custodian's Account statements carefully and promptly upon receipt. If you believe there is a mistake in the calculation of fees or if you have any other questions about the Account, you should contact us immediately at the phone number listed on the coverage page of this firm brochure.

Clients are also responsible for all third party charges such as broker-dealers, custodians, trust companies, banks and other financial institutions transaction charges, fees and other expenses charged and imposed by the custodian, which is separate and in addition to our Advisory Fee. Additionally, clients may incur charges imposed at the fund level (e.g., management fees and other fund expenses). Accordingly, clients should review the fees charged by the investments, custodian, and our Advisory Fee to fully understand the total amount of fees being paid. The investments selected for our clients are not exclusively available to us and could be obtained through other unaffiliated firms at potential a lower fee.

NOTE: Subadvisors may be engaged under an unbundled fee arrangement, which will be established in a client's written agreement with the Subadvisor that sets forth the scope of the Subadvisor's management and discretion. Oversight of the Subadvisor's services, which includes execution of the asset allocation determined by Oswego Private Wealth, will remain with Oswego Private Wealth. The amount of their

advisory fees, which ranges between 20 basis points and 105 basis points, billing schedule, and payment procedures will be set forth in their separate written disclosure documents, advisory agreements, and/or the account opening documents of your account Custodian. Advisory fees owed to any Subadvisors will typically be paid directly from your account at the Custodian and are charged to you separate and in addition to the Advisory Fees paid to our firm.

Wealth Planning Fees

Oswego Private Wealth charges a fixed fee for comprehensive wealth planning to clients not already engaged for investment management services, for a flat rate Investment management clients generally receive these services at no extra charge. The estimated fee for wealth planning is based on the complexity and level of services agreed to between the Advisor and client. Wealth planning (only) clients are billed a flat fee of \$3,000 to \$5,000, depending on the complexity of the wealth plan. Clients are billed 50% of the flat fee upon execution of a wealth planning agreement and 50% upon completion of the plan. If a client terminates the Agreement prior to completion of the plan, the initial payment for wealth plans would not be refunded but will not be billed for the remainder of the flat fee. **Partially completed plans will not be provided to clients.** In the event that a wealth plan has not been provided to Client within six months of the Effective Date due to Client's lack of responsiveness with requested documentation and information necessary to complete a wealth plan, the Agreement will terminate automatically and Advisor will return the initial payment less \$500.00. Wealth planning clients are billed by delivery of a paper or electronic invoice to the client. No charges or penalties will apply to a client that terminates the contract within five (5) business days after entering into the contract.

Business Transition Services Fees

Oswego Private Wealth offers business exit and transition services to clients for a flat fee based on a six-month engagement to develop and complete a transition plan (the "Transition Plan"). Business transition planning clients pay a flat fee for the plan based on an estimate of the complexity of the business and transition needs based on the projected number of hours over a six month term, multiplied by a \$400 hourly fee rate. For example, a Transition Plan may be estimated at \$25,000 (62.5 hours at \$400 per hour). Clients are billed 50% of the flat fee upon execution of the agreement and 50% upon completion of the Transition Plan. Following the six month engagement, clients may continue to receive transition services for implementing the transition plan and would be charged a monthly at a rate of \$400 per hour. If a client terminates the Agreement prior to completion of the plan, the initial payment for a Transition Plan would not be refunded but will not be billed for the remainder of the flat fee. **Partially completed plans will not be provided to clients.** In the event that a Transition Plan has not been provided to Client within six months of the Effective Date due to Client's lack of responsiveness with requested documentation and information necessary to complete a Transition Plan, the Agreement will terminate automatically and Advisor will return the initial payment less \$500.00. Business transition planning clients are billed by delivery of a paper or electronic invoice to the Client. No charges or penalties will apply to a client that terminates the agreement within five (5) business days after entering into the contract.

Item 6 Performance-Based Fees and Side-by-Side Management

Oswego Private Wealth does not charge advisory fees on a share of the capital appreciation of the funds or securities in a client account (aka performance-based fees).

Item 7 Types of Clients

Oswego Private Wealth offers Services to individuals, high net worth individuals, employer sponsored retirement plans, charitable organizations, trusts, estates, corporations and other business entities. We do not require a minimum fee to open or maintain an account with our firm.

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

Methods of Analysis

Oswego Private Wealth utilizes fundamental or cyclical analysis techniques in formulating investment advice or managing assets for clients.

Fundamental analysis of businesses involves analyzing its financial statements and health, its management and competitive advantages and its competitors and markets. Fundamental analysis is performed on historical and present data but with the goal of making financial forecasts. There are several possible objectives; to conduct a company stock valuation and predict its probable price evolution; to make a projection on its business performance; to evaluate its management and make internal business decisions and to calculate its credit risk.

Cyclical analysis of economic cycles is used to determine how these cycles affect the returns of an investment, an asset class or an individual company's profits. Cyclical risks exist because the broad economy has been shown to move in cycles, from periods of peak performance followed by a downturn, then a trough of low activity. Between the peak and trough of a business or other economic cycle, investments may fall in value to reflect the uncertainty surrounding future returns as compared with the recent past.

The investment strategies may include long term purchases of securities held at least for one year or short-term purchases for securities sold within a year. Short term purchases may increase costs and may also increase the tax obligation of the portfolio. One method of analysis or investment strategy is not more significant than the other as we consider the client's portfolio, risk tolerance, time horizon and individual goals. However, the client should be aware that with any trading that occurs in the client account, the client will incur transaction and administrative costs.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. A client's investment portfolio is affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic conditions, changes in laws and national and international political circumstances. Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Oswego Private Wealth will assist clients in determining an appropriate strategy based on their risk tolerance.

Risks of fundamental analysis may include risks that market actions, natural disasters, government actions, world political events or other events not directly related to the price or valuation of a specific company's fundamental analysis can adversely impact the stock price of a company causing a portfolio containing that security to lose value. Risks may also include that the historical data and projections on which the fundamental analysis is performed may not continue to be relevant to the operations of a

company going forward, or that management changes or the business direction of management of the company may not permit the company to continue to produce metrics that are consistent with the prior company data utilized in the fundamental analysis, which may negatively affect the Advisor's estimate of the valuation of the company.

In cyclical analysis, economic or business cycles may not be predictable and may have many fluctuations between long-term expansions and contractions. Also, the lengths of the economic cycles may be difficult to predict with accuracy. Therefore, the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Risks associated with the wealth planning process include the possibility that the investment performance, interest rates, inflation assumptions, and longevity assumptions used in the development of client's wealth plan turn out to be materially different than the actual future investment performance, interest rate, inflation and life span. Differences between the assumptions used in the plan and actual events can materially affect the results of the wealth plan over long periods of time. While we base our assumptions on historical information, clients must acknowledge that past performance or events might not be indicative of future returns.

Every saving and investment product has different risks and returns. Differences include how readily investors can get their money when they need it, how fast their money will grow, and how safe their money will be. The primary risks faced by investors include:

Business Risk

With a stock, you are purchasing a piece of ownership in a company. With a bond, you are loaning money to a company. Returns from both of these investments require that the company stays in business. If a company goes bankrupt and its assets are liquidated, common stockholders are the last in line to share in the proceeds. If there are assets, the company's bondholders will be paid first, then holders of preferred stock. If you are a common stockholder, you get whatever is left, which may be nothing. The business risk in purchasing an annuity is that the financial strength of the insurance company issuing the annuity may decline and not be able to pay out the annuity obligation.

Market Risk

Even when companies aren't in danger of failing, their stock price may fluctuate up or down. Large company stocks as a group, for example, have lost money on average about one out of every three years. A stock's price can be affected by factors inside the company, such as a faulty product, or by events the company has no control over, such as political or market events.

Inflation Risk

Inflation is a general upward movement of prices. Inflation reduces purchasing power, which is a risk for investors receiving a fixed rate of interest. The principal concern for individuals investing in cash equivalents is that inflation will erode returns.

Interest Rate Risk

Interest rate changes can affect a bond's value. If bonds are held to maturity the investor will receive the face value, plus interest. If sold before maturity, the bond may be worth more or less than the face value. Rising interest rates will make newly issued bonds more appealing to investors because the newer bonds will have a higher rate of interest than older ones. To sell an older bond with a lower interest rate, you might have to sell it at a discount.

Liquidity Risk

This refers to the risk that investors won't find a market for their securities, potentially preventing them from buying or selling when they want. This can be the case with the more complicated investment products. It may also be the case with products that charge a penalty for early withdrawal or liquidation such as a certificate of deposit (CD).

Oswego Private Wealth does not primarily recommend a particular type of security. However, clients are advised that many unexpected broad environmental factors can negatively impact the value of portfolio securities causing the loss of some or all of the investment, including changes in interest rates, political events, natural disasters, and acts of war or terrorism. Further, factors relevant to specific securities may have negative effects on their value, such as competition or government regulation. Also, the factors for which the company was selected for inclusion in a client portfolio may change, for example, due to changes in management, new product introductions, or lawsuits.

Item 9 Disciplinary Information

Neither Oswego nor its management persons has any legal or disciplinary events, currently or in the past to report.

Item 10 Other Financial Industry Activities and Affiliations

Neither Oswego Private Wealth nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Except for certain benefits we receive from our recommended broker-dealers as outlined below, we do not receive any additional compensation or benefits, either directly or indirectly, in connection with referrals of our clients to any Subadvisors, broker-dealers, custodians, attorneys, tax advisors, accountants or other third-parties. We will only recommend and refer such third-parties to you when we believe it to be in your best interests.

Oswego Private Wealth does not have any other relationships, industry activities, affiliations or arrangements and does not collection any additional compensation, directly or indirectly, that would create a conflict of interest with its clients.

Item 11 Code of Ethics

Oswego Private Wealth has implemented policies and procedures to govern employees and mitigate conflicts of interest when providing Services to clients. These include:

- Code of Ethics that each employee is required to review and sign an acknowledgement of receipt and understanding (upon hire and annually);
- Prohibitions on the misuse of material nonpublic information;
- Personal securities trading policies and procedures (governing not only our employee but also members of their household and other securities or brokerage accounts where they have beneficial ownership with a spouse, family member or other person)
- Employees are not allowed to:
 - Trade on inside information
 - Front-Run or trade in anticipation of client transactions

- Trade or participate in any activity prohibited under federal or state securities laws
- Place interests in front of clients

We strive to achieve the highest ethical and fiduciary standards (in dealing with clients, the public, vendors, prospective clients and each other). As a fiduciary, we have an affirmative duty to act with integrity, competence and care; this includes disclosing all potential and actual conflicts of interest.

It may be possible for employees to buy or sell securities for their own personal accounts that were also purchased in client accounts. To mitigate the conflict of interest in such circumstances, Oswego Private Wealth's policy is to require the trading of all relevant client accounts prior to the trading of their own accounts.

We perform Services for various clients. We may give advice or take actions for our clients that differ from the advice given to other clients. The timing or nature of any action taken for all clients or other sponsors may also vary. For more information or to request a copy of our Code of Ethics, please contact us at bob@oswegoprivatewealth.com.

Item 12 Brokerage Practices

Our client assets are primarily held by AssetMark Trust Company ("Custodian"). We tend to recommend the Custodian for administrative convenience and because they offer a good value to our clients for the transaction costs and other costs incurred, including the use of their investment platform (the "AssetMark Platform"). Use of the AssetMark Platform incurs a fee ranging from 20 to 105 basis points, depending on the type of investment strategy utilized; this fee is charged to the client directly from AssetMark and the specific fee is disclosed to the client prior to engaging Oswego Private Wealth for its services. The client is not obligated to effect transactions through AssetMark or any Custodian recommended by Oswego Private Wealth. Any change in Custodian will be requested in writing by the client. In recommending the Custodian, we will comply with our fiduciary duty to seek best execution and will consider such relevant factors as:

- price;
- the custodian's facilities, reliability, and financial responsibility;
- the ability of the Custodian to effect transactions, particularly about such aspects as timing, order size and execution of order; and
- any other factors that we consider to be relevant.

While we seek competitive brokerage commission rates, we may not obtain the lowest possible commission rates for specific account transactions. With this in consideration, our firm will continue to require that clients use the Custodian until their services do not result, in our opinion, in best execution of the client transactions. The Custodian provides us (and other independent investment advisors) services which include custody of securities, trade execution, clearance, and settlement of transactions. We receive some benefits from the Custodian that is more fully described in Item 14 below.

Clients should be aware of the fact that not all advisors require clients to use a particular firm for execution of transactions or custodial services. Because clients having accounts managed by our firm are typically required to open accounts with and use the custodial and brokerage transaction services of the Custodian, we may not be able to achieve the lowest cost execution of specific client transactions. Thus, the exclusive use of only the Custodian may cost clients more money compared to other arrangements.

We may aggregate trades for clients. The allocations of a particular security will be determined before the trade is placed with the broker. When practical, client trades in the same security will be bunched in a single order (“block”) to obtain best execution at the best security price available. When employing a block trade: (1) we will make reasonable efforts to attempt to fill client orders by day-end; (2) If the block order is not filled by day-end, we will allocate shares executed to underlying accounts on a pro rata basis, adjusted as necessary to keep client transaction costs to a minimum; (3) If a block order is filled (full or partial fill) at several prices through multiple trades, an average price and commission will be used for all trades executed; (4) All participants receiving securities from the block trade will receive the average price; and (5) Only trades executed within the block on the single day may be combined for purposes of calculating the average price. It is expected that this trade aggregation and allocation policy will be applied consistently. However, if application of this policy results in unfair or inequitable treatment to some or all our clients, we may deviate from this policy.

Item 13 Review of Accounts

Accounts are reviewed by our Chief Compliance Officer or their assignee. The frequency of reviews is determined based on the supervisory processes and/or the client investment objectives. Accounts are generally reviewed quarterly, but in any event, no less than annually.

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.

Investment advisory clients receive standard account statements from the custodian, typically monthly. We may also provide clients with a written report summarizing your accounts. There may be a difference between the report provided by Oswego Private Wealth and the statement from the custodian based on settlement versus trade date accounting, dividends, or accrued interest. It is important that Clients rely on the value as provided by the custodian for the actual value of their accounts.

Stand-alone wealth planning and business transition planning clients do not receive updates or account reviews following delivery of our written investment planning and consulting recommendations unless specifically agreed and as outlined in Item 4. Business Transition Planning clients will pay an additional fee for all such reviews or updates at the agreed upon hourly rate.

Item 14 Client Referrals and Other Compensation

Oswego Private Wealth is not compensated by anyone for providing investment advice or other advisory services except as previously disclosed in this Brochure. As discussed in Item 12, we typically recommend AssetMark for custody and brokerage services. With respect to using AssetMark as the Custodian, Oswego Private Wealth may, subject to negotiation with AssetMark, receive certain soft dollar benefits in the form of allowances, reimbursements or services from AssetMark in connection with Oswego Private Wealth’s investment advisory services to its clients, as described below and in further detail in Appendix 1 of the AssetMark Platform Disclosure Brochure (which is provided to the client in the event they utilize AssetMark as their custodian): transition assistance; receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading; the ability to have advisory fees deducted directly from client accounts; access to electronic communication software for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and

discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. AssetMark may sponsor annual conferences for participating Financial Advisory Firms and/or Financial Advisors designed to facilitate and promote the success of the Financial Advisory Form and/or Financial Advisor and/or AssetMark advisory services. Financial Advisors may receive discounted pricing from AssetMark for practice management and marketing related tools and services. AssetMark offers the Community Inspiration Award to honor selected Financial Advisors across the U.S. who have inspired others by supporting charitable organizations in their communities. AssetMark also makes cash donations, subject to the published rules governing the program, to Oswego Private Wealth's nominated charity in accordance with the guidelines as outlined in the AssetMark Platform Disclosure Brochure.

The benefits received by our firm or our personnel through utilization of the Custodian do not depend on the amount of brokerage transactions directed to them. As part of our fiduciary duties to clients, we always endeavor to put the interests of our clients first. You should be aware, however, that our receipt of economic benefits in and of itself creates a conflict of interest and may indirectly influence our choice to recommend the Custodian for custody or brokerage services.

Oswego Private Wealth does not directly or indirectly compensate any person who is not a supervised person for client referrals. In addition, we do not accept or allow our related persons to accept any form of compensation, including cash, sales awards, or other prizes, from a non-client in connection with providing advisory services to clients.

Item 15 Custody

Oswego Private Wealth does not provide custodial services to its clients except for the withdrawal of Advisory Fees directly from client accounts. The ability to deduct Advisory Fees directly from client accounts causes our firm to exercise limited custody over your funds and securities. We do not have physical custody of any of your funds and/or securities. Client assets are held with banks, financial institutions or registered broker-dealers that are "qualified custodians." Clients will receive statements directly from the qualified custodians at least quarterly. We urge clients to carefully review those statements and compare the custodial statements to the reports that we provide them. The information in our reports may vary from custodial statements based on accounting procedures, reporting dates or valuation methodologies of certain securities. Any discrepancies should be immediately brought to the firm's attention.

We have no liability to you for any loss or other harm to any property in the account, including any harm to any property in the account resulting from insolvency of any custodian or any acts of the agents or employees of any custodian, whether or not the full amount of loss is covered by insurance carried by custodian.

Item 16 Investment Discretion

Clients grant us discretion through a limited power of attorney to select, purchase, or sell securities without obtaining client specific consent within client accounts. This discretionary authority extends to the selection of appropriate subadvisors within and outside of the relationship with AssetMark as the custodian. In all cases, we may exercise this authority in a manner consistent with our fiduciary duty to you and our understanding of your unique investment profile, objectives, needs and restrictions. Any

investment guidelines and restrictions you wish for us to follow must be provided to us in writing. Our discretionary authority is formalized in a written advisory agreement with the client.

Item 17 Voting Client Securities

Oswego Private Wealth will not vote, nor advise clients how to vote, proxies for securities held in client accounts. The client clearly keeps the authority and responsibility for the voting of these proxies unless specifically requested in writing. Also, Oswego Private Wealth cannot give any advice or take any action with respect to the voting of these proxies. The client and Oswego Private Wealth agree to this by contract. Clients will receive proxy solicitations from their custodian and/or transfer agent.

If the Account is managed on the AssetMark Platform, the client designates the applicable Subadvisor as their agent to vote proxies on securities in the Account. Client acknowledges that as a result of this voting designation they are also designating the Subadvisor as their agent to receive proxies, proxy solicitation materials, annual reports provided in connection with proxy solicitations and other materials provided in connection with the above actions relating to the assets in the account. However, the client retains the right to vote proxies and may do so by notifying Oswego Private Wealth in writing of the desire to vote future proxies.

Item 18 Financial Information

We do not have any circumstance that is reasonably likely to impair our ability to meet contractual commitments to clients. Oswego does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance, and is not required to file a balance sheet. Oswego has never been subject to a bankruptcy petition.

Item 19 Requirements for State-Registered Advisers

Robert E. Bedritis, Managing Director, was born in 1956. Mr. Bedritis earned a Bachelor of Science in Business from Miami University.

Mr. Bedritis founded Oswego and has served as its Managing Director since inception. Mr. Bedritis does not provide tax and accounting services to individuals and businesses. Mr. Bedritis has 29 years of relevant advisory experience and for the last five years held the following positions:

- 05/2020 - Present, Managing Director, Member, Oswego Private Wealth Management LLC
- 05/2015 – Present, Insurance Producer, LPL Financial, LLC
- 02/2015 –03/01/2023, Registered Representative, LPL Financial, LLC
- 05/2015 - 05/2020, Managing Director and Investment Adviser Representative, Oswego Wealth Management, Inc.

In addition to investment advisory services, Oswego provides certain families with personal chief financial officer services, including but not limited to, acting as the liaison between and coordinator of the client's tax advisor/CPA, attorney, financial planner, investment manager, insurance agent, banker and others as may be necessary from time to time. Oswego's services may include creating a comprehensive financial strategy to help achieve certain goals pre- determined with the client at regularly scheduled meetings. Oswego will provide professional financial oversight and coordination to help get the client's financial situation in order and keep it that way.

Neither Oswego nor any of its supervised persons are compensated for advisory services with performance-based fees. Management of Oswego have not been found liable in any arbitration, civil or disciplinary actions or administrative proceedings. There are no material relationships maintained by Oswego or its management persons with any issuers of securities.

Item 1 Cover Page for FORM ADV PART 2B Brochure Supplement

Mr. Bedritis' contact information is:

Robert E. Bedritis
Managing Director
Oswego Private Wealth Management LLC
www.oswegoprivatewealth.com
bob@oswegoprivatewealth.com
(503) 931-8104

CRD #1058646

This Brochure Supplement provides information about Robert Bedritis that supplements the Oswego Private Wealth Management LLC Form ADV Disclosure Brochure. If you did not receive Oswego's Disclosure Brochure or if you have any questions about the contents of this Supplement, please contact Robert Bedritis at (503) 931-8104 or bob@oswegoprivatewealth.com.

Additional information about Robert Bedritis is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Educational Background and Business Experience

Robert Edgar Bedritis
Managing Director, Sole Member

Year of Birth
1956

Education
09/01/1977 – 12/15/1980, Miami University, Bachelor of Science in Business

Business Background

- 05/2020 – Present, Managing Director, Member, Oswego Private Wealth Management LLC
- 03/2015 – Present, Insurance Producer, LPL Financial, LLC
- 03/2015 – 03/01/2023 - Registered Representative, LPL Financial, LLC
- 05/2015 – 05/2020, Managing Director and Investment Adviser Representative, Oswego Wealth Management, Inc.

Exams and Licensing

- Series 65 Uniform Investment Adviser Law Examination (*Active*)
- Series 63 Uniform Securities Agent Law Examination (*Active*)
- SIE – Securities Industry Essentials Examination (*Active*)
- Series 7 General Securities Representative Examination (*Active*)
- Series 6 Investment Company Products/Variable Contracts Representative Examination (*Active*)
- Series 10 General Securities Sales Supervisor – General Module Examination (*Active*)
- Series 24 General Securities Principal Examination (*Active*)
- Oregon Licensed Insurance Producer No. 1472326 – Health, Life, Variable Lines (*Active*)

Item 3 Disciplinary Information

There are no legal or disciplinary events or proceedings to report concerning Mr. Bedritis.

Item 4 Other Business Activities

None.

Item 5 Additional Compensation

Mr. Bedritis does not receive compensation or other economic benefit from anyone who is not a client for providing advisory services.

Item 6 Supervision

Robert E. Bedritis, Managing Director and Chief Compliance Officer, monitors the investment advisory activities, personal investing activities, and adherence to the Advisor's compliance program and code of ethics of the Oswego supervised persons on a continuous basis using various methods, including periodic inspection and review of client securities positions and transaction activity, obtaining certifications of compliance with company policies and procedures from those supervised, and obtaining and reviewing brokerage statements or transactions and holdings reports of the supervised persons. In his capacity as Managing Director and Chief Compliance Officer of the firm, Mr. Bedritis cannot be supervised, but is a fiduciary by law and is required to act in the best interests of clients. Mr. Bedritis can be reached at 503-931-8104.

Item 7 Requirements for State-Registered Advisers

Mr. Bedritis has not been involved in an award or found liable in an arbitration claim, civil, or self-regulatory organization event or administrative proceeding, or been the subject of a bankruptcy petition.

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