FORM ADV PART 2A
DISCLOSURE BROCHURE

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This brochure provides information about the qualifications and business practices of Gemini Wealth. Being registered as an investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at (385) 881-7448. 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.

Gemini Wealth LLC is a registered investment adviser located in the State of Utah. Gemini Wealth LLC is also registered in the State of Florida.

ADDITIONAL INFORMATION ABOUT GEMINI WEALTH (CRD #336806) IS AVAILABLE ON THE SEC'S WEBSITE AT [WWW.ADVISORINFO.SEC.GOV](http://www.advisorinfo.sec.gov)

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

Cover Page:
- Telephone number.
- State registrations to include Florida

2B - Jessica French:
- Work experience 2B.
- State registrations to include Florida

2B - Andria Stubbs:
- State registrations to include Florida

Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

Item 3: Table of Contents

Form ADV – Part 2A – Firm Brochure

Item 4: Advisory Business

Firm Description

Gemini Wealth LLC, doing business as Gemini Wealth, was founded in April 2025 and began offering advisory services in August 2025. Gemini Wealth LLC is registered as an investment adviser in Utah and Florida. Jessica French and Andria Stubbs each own 50%. Jessica French is the Chief Compliance Officer.

Types of Advisory Services

THIRD PARTY MANAGERS

When deemed appropriate for the Client, Gemini Wealth may recommend that Clients utilize the services of Matson Money, Inc. ("MM") (CRD #110425) to manage a portion of, or your entire portfolio. MM is a third-party manager, and MM refers to the relationship with Gemini Wealth as "co-advisor".

Matson Money is registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies). Gemini Wealth will not have discretionary authority over the Client account.

After gathering information about your financial situation and objectives, an investment advisor representative of our firm will make recommendations regarding the suitability of an investment portfolio based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Gemini Wealth will monitor the performance of MM to ensure their performance and remains aligned with your investment goals and objectives.

Gemini Wealth receives referral fees from the MM for the co-advisor relationship. We act as the liaison between the Client and MM in return for ongoing advisory fees. We help the Client complete the necessary paperwork and provide ongoing services to the Client. Ongoing services include but are not limited to:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update MM with any changes in Client status which is provided to Gemini Wealth by the Client;
3. Review the statements provided by MM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of MM to the Client.

Clients placed with MM will be billed in accordance with MM's fund fees, including their expense ratio and fund management fees that are included in their total fund fee. The MM Fee Schedule will be disclosed to the Client prior to signing an agreement. Gemini Wealth's co-advisor fees will be paid in addition to the MM fund fees. While MM is responsible for deducting both its own fees and Gemini Wealth's advisory fee, MM remits the entire deducted amount attributable to Gemini Wealth directly to Gemini Wealth. There is no fee sharing between MM and Gemini Wealth, nor does MM retain any portion of Gemini Wealth's fee for the service of deducting it. This is detailed in Item 10 of this brochure.

These practices represent conflicts of interest because Gemini Wealth is paid a management fee for placing client assets with MM and may choose to recommend a portfolio of MM based on the fee Gemini Wealth is to receive. This conflict is mitigated by the fact that Clients are not required to accept the recommendation to use MM given by Gemini Wealth and have the option to receive investment advice through other money managers of their choosing.

Gemini Wealth will not provide portfolio management services independently of Matson Money. If Gemini Wealth determines that there is another use of the assets outside of the portfolio at Matson Money, then Gemini Wealth will refer the Client to a provider that is not related to or associated with Gemini Wealth.

ERISA PLAN SERVICES

Gemini Wealth provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. Gemini Wealth will act as a 3(21) advisor:

***Limited Scope ERISA 3(21) Fiduciary*.** Gemini Wealth may serve as a limited scope ERISA 3(21) fiduciary that can advise, help, and assist plan sponsors with their investment decisions. As an investment advisor Gemini Wealth has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using Gemini Wealth can help the plan sponsor delegate liability by following a diligent process. At no time will Gemini Wealth have discretionary authority over plans that fall under ERISA.

1. Fiduciary Services include:

   - Providing investment advice to the Client about asset classes and investment options available for the Plan, in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. Gemini Wealth acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
   - Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
   - Provide investment advice to the Plan Sponsor with respect to the selection of a qualified default investment option for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
   - Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

   - Assist in the education of Plan participants about general investment information and the investment options available to them under the Plan. Client understands Gemini Wealth's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, Gemini Wealth is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. Gemini Wealth will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

Gemini Wealth may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Gemini Wealth and Client.

3. Gemini Wealth has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to Gemini Wealth on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

FINANCIAL PLANNING AND CONSULTING

If financial planning services are applicable, a comprehensive evaluation of an investor's current and future financial state will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. Gemini Wealth will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals**: Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement**: A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis**: An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy**: A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan**: Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage. Gemini Wealth will review existing insurance policies, or see if additional insurance coverage is needed. If deemed necessary, Gemini Wealth

will refer the Client to a licensed insurance agent to discuss the coverages and receive advice.

- **Long-term investment plan**: Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy**: Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Estate preservation**: Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

If a conflict of interest exists between the interests of Gemini Wealth and the interests of the Client, the Client is under no obligation to act upon Gemini Wealth's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Gemini Wealth. Financial plans will be completed and delivered inside of 30 days contingent upon timely delivery of all required documentation.

SEMINARS AND WORKSHOPS

Gemini Wealth holds seminars and workshops to educate the public on different types of investments and the different services they offer. The seminars are educational in nature and no specific investment or tax advice is given. There is no additional cost to attend seminars or workshops.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are recommended that reflect the stated goals and objectives. However, Clients may not impose restrictions on investing in certain securities or types of securities. Client always has the right to choose if they will work with a Gemini Wealth or MM. Agreements may not be assigned without written Client consent.

Wrap Fee Programs

Gemini Wealth and MM do not sponsor any wrap fee programs.

Client Assets under Management

Gemini Wealth does not manage Client assets.

Item 5: Fees and Compensation

Method of Compensation and Fee Schedule

THIRD PARTY MANAGERS

Gemini Wealth has entered into an Agreement with Matson Money, Inc. (CRD #110425). Matson Money (MM) is an Investment Advisor registered with the Securities and Exchange Commission that provides investment portfolio advice and supervisory services. MM is a third party manager, and refers to its relationship with Gemini Wealth as "co-advisor".

In its role as a co-advisor, Gemini Wealth will not have discretion; however, MM will have discretionary trading authorization. Gemini Wealth receives the co-advisor fees collected from MM. This fee is separate from the fees MM charges for their asset allocation investment services. MM fees are charged under the ***Matson Fund Platform.***

Gemini Wealth charges an annual fee based on assets under management, based on the following:

Assets Under Management	Maximum Annual Fee	Quarterly Fee
All Assets	1.00%	0.25%

Gemini Wealth's annual fee may be negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

Fees for MM Services may not exceed 2.0% annually. MM does not charge a wrap fee.

The Gemini Wealth fee will be disclosed to the client in the Investment Advisory Agreement and is negotiable based on the amount of assets and the Model Portfolio chosen. Client will sign a tri-party agreement authorizing MM to deduct **all** fees from their account. Gemini Wealth informs MM of their portion of the fees, MM calculates the fees and charges the advisory fee from the Client account for Gemini Wealth, but remits the entire deducted amount to Gemini Wealth.

Clients placed with MM will be billed in accordance with MM's fund fees, including their expense ratio and fund management fees that are included in their total fund fee. The MM Fee Schedule will be disclosed to the Client prior to signing an agreement. Gemini Wealth's co-advisor fees will be paid in addition to the MM fund fees. While MM is responsible for deducting both its own fees and Gemini Wealth's advisory fee, MM remits the entire deducted amount attributable to Gemini Wealth directly to Gemini Wealth. There is no fee sharing between MM and Gemini Wealth, nor does MM retain any portion of Gemini Wealth's fee for the service of deducting it. This is detailed in Item 10 of this brochure.

The fees will be charged quarterly in advance and are based on the amount of assets under management as of the last day of the previous quarter. In the event the client terminates the agreement within the quarter, the client is entitled to retain a pro-rata refund based on the number of days the client is not invested during the current quarter.

If the Client relationship is terminated, MM will calculate the amount of refund available for the prepaid fees, and return the portion to the Client.

<u>ERISA PLAN SERVICES</u>

The annual fees are based on the market value of the Included Assets Based on the following fee schedule:

Assets Under Management	Maximum Annual Fee	Quarterly Fee	Monthly Fee
All Assets	1.00%	0.25%	0.0833%

The annual fee is negotiable and will be charged as a percentage of the Included Assets. The terms for negotiating fees may include but are not limited to the size of the plan, the number of participants, or the services provided. Additionally, the annual fee may be negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.)

Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, Gemini Wealth shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of Gemini Wealth for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. Gemini Wealth does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement.

FINANCIAL PLANNING AND CONSULTING

Financial planning services are offered based on a negotiable fixed fee basis as described in detail below depending on planning service selected, the prior relationship, number of goals and complexity of the plan such as the number of investments held, types of investments and number of areas reviewed. Prior to the planning process the client will be provided the estimated plan fee. Lower fees for comparable services may be available from other sources.

Gemini Wealth charges a fixed fee of $1,000-$2,000 based on complexity and unique Client needs for financial planning. The following chart provides a general breakdown of the fixed fee calculation used. Prior to the planning process the Client will be provided an estimated plan fee. Services are completed and delivered within 30 days. Fees for financial plans are billed 50% in advance with the balance due upon plan delivery. Client may cancel within the planning period with no obligation and without penalty. If the Client cancels, fees will be refunded to the Client. Gemini Wealth will not provide any portion of the financial plan. Gemini Wealth reserves the right to waive the fee should the Client implement the plan through Gemini Wealth.

Type of Service	Price
Financial goals	$125 -$ 250
Personal net worth statement	$125 -$ 250
Cash flow analysis	$125 -$ 250
Retirement strategy	$125 -$ 250
Comprehensive risk management plan*	$125 -$ 250
Long-term investment plan	$125 -$ 250
Tax reduction strategy	$125 -$ 250
Estate preservation	$125 -$ 250

Gemini Wealth may recommend that the Client purchase an insurance product. As Gemini Wealth representatives are not licensed insurance consultants or producing agents, the Client will be referred to a licensed agent that is not associated with the firm and does not have a conflict of interest.

SEMINARS AND WORKSHOPS

Gemini Wealth will not charge fees for any seminars or workshops.

Client Payment of Fees

Fees for ERISA services will either be deducted from Plan assets or paid directly to Gemini Wealth. The Client must consent in advance to direct debiting of their investment account.

Fees for financial plans will be billed to the Client and paid directly to Gemini Wealth.

Fees for asset management services provided by MM are deducted from a designated Client account by MM to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Additional Client Fees Charged

Custodians/transfer agents may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling, and miscellaneous fees.

For more details on the brokerage practices, see Item 12 of this brochure.

Prepayment of Client Fees

Fees for ERISA 3(21) services may be billed in advance.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

MM fees may be billed in advance.

Please see details of prepayment in the Method of Compensation and Fee Schedule section above.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to Gemini Wealth.

External Compensation for the Sale of Securities to Clients

Investment Advisor Representatives of Gemini Wealth do not receive external compensation sales of investment related products, such as insurance. Clients have the option to purchase these products through an insurance agent of their choosing.

Item 6: Performance-Based Fees & Side-by-Side Management

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

Gemini Wealth does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for Gemini Wealth to recommend an investment that may carry a higher degree of risk to the Client.

Item 7: Types of Clients

Description

Gemini Wealth generally provides investment advice to individuals, high net worth individuals, trusts, corporations or business entities.

Client relationships vary in scope and length of service.

Account Minimums

Gemini Wealth and MM do not require an account minimum to open an account.

Item 8: Methods of Analysis, Investment Strategies, & Risk of Loss

Methods of Analysis

Security analysis methods are based on academic investing principles, and may include Modern Portfolio Theory, the Efficient Market Hypothesis, and/or the Five Factor Model.

Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Modern Portfolio Theory

Modern Portfolio Theory is the theory of finance that attempts to maximize a portfolio's expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully choosing the proportions of various assets, known as asset allocation, and diversification.

Efficient Market Hypothesis

The Efficient Market Hypothesis, alternatively known as the Efficient Market Theory, is a theory of financial economics that states that asset prices reflect all available and predictable information and, therefore, implies that it is impossible to consistently achieve returns above the market average unrelated to risk through stock selection or market timing.

Five Factor Model

The Five Factor Model is a financial theory that asserts that stock returns can be explained by a set of factors, such as company size, value, market risk, profitability, and rate of reinvestment into the company by the company. The model suggests that investors can achieve higher returns, or a premium, for certain dimensions of the market with higher expected returns based on these factors.

TPMs

Gemini Wealth introduces clients to, and advises on the selection of, independent third party money manager (TPM) Matson Money (MM), who provides discretionary management of individual portfolios using a variety of different securities analysis methods, sources of information and investment strategies. Clients will receive a separate disclosure brochure from these investment managers regarding their investment advisory services.

When selecting MM the following factors will be considered:

- Review money managers disclosure brochures, marketing material, and client agreements.
- If the firm has a predetermined minimum amount for assets under management, verify that the firm meets this requirement.
- Review the firm's past performance and measure that performance against various indexes.

MM, utilized by Gemini Wealth, may use various methods of analysis to determine the proper strategy for the Client referred and these will be disclosed on MM's Form ADV Part 2. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns. Other strategies utilized by MM may include long-term purchases, short term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy for the accounts managed by MM.

Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind, implementing your investment goals in a manner consistent with your tolerance for risk in your portfolio.

Investors face the following investment risks and should discuss these risks with Gemini Wealth:

- *Market Risk*: The prices of securities in which clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.

- *Interest-rate Risk*: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk*: When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the client's portfolio may suffer.
- *Investment Companies Risk:* When a client invests in open end mutual funds or ETFs, the client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are delisted from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which the client invests.

The risks associated with utilizing TPMs include:

- Manager Risk
  - TPM fails to execute the stated investment strategy.
- Business Risk
  - TPM has financial or regulatory problems.
- The specific risks associated with the portfolios of the TPM's which are disclosed in the TPM's Form ADV Part 2.

Item 9: Disciplinary Information

Criminal or Civil Actions

Gemini Wealth and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

Gemini Wealth and its management have not been involved in administrative enforcement proceedings.

Self- Regulatory Organization Enforcement Proceedings

Gemini Wealth and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of Gemini Wealth or the integrity of its management.

Item 10: Other Financial Industry Activities & Affiliations

Broker-Dealer or Representative Registration

Gemini Wealth is not registered as a broker-dealer and no affiliated representatives of Gemini Wealth are registered representatives of a broker-dealer.

Futures or Commodity Registration

Neither Gemini Wealth nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Gemini Wealth's Investment Advisor Representatives, Jessica French and Andria Stubbs, do not have any material relationships with other types of financial service providers resulting in a conflict of interest to Clients.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

Clients placed with Matson Money (MM) as a third party manager/co-advisor will be billed as stated in Item 5 above which will be disclosed to the Client prior to signing an agreement. When referring Client to MM, the Client's best interest will be the main determining factor of Gemini Wealth when determining if MM is the best fit for their goals and objectives. Gemini Wealth ensures that before selecting advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

These practices represent conflicts of interest because Gemini Wealth is paid a Co-Advisor Fee for recommending MM based on the fee Gemini Wealth is to receive. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation given by Gemini Wealth and have the option to receive investment advice through other money managers of their choosing.

Gemini Wealth may utilize the services of MM to manage Clients' investment portfolios. MM will maintain the models or investment strategies agreed upon between MM and Gemini Wealth. MM executes all trades on behalf of Gemini Wealth in Client accounts. Gemini Wealth will be responsible for the overall direct relationship with the Client.

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

Code of Ethics Description

The affiliated persons (affiliated persons include employees and/or independent contractors) of Gemini Wealth have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of Gemini Wealth affiliated persons and addresses conflicts that may arise. The Code defines acceptable behavior for affiliated persons of Gemini Wealth. The Code reflects Gemini Wealth and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when affiliated persons buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any affiliated persons to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

Gemini Wealth's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of Gemini Wealth may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

Gemini Wealth's Code is based on the guiding principle that the interests of the Client are our top priority. Gemini Wealth's officers, directors, advisors, and other affiliated persons have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either affiliated persons or the company.

The Code applies to "access" persons. "Access" persons are affiliated persons who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

Gemini Wealth will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

Gemini Wealth and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

Gemini Wealth and its affiliated persons do not buy or sell securities (other than shares of mutual funds) that are also held by Clients. However, Gemini Wealth affiliated persons may be clients of Matson Money, and are invested in the same mutual funds as Clients as a result. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide Gemini Wealth with copies of their brokerage statements.

The Chief Compliance Officer of Gemini Wealth is Jessica French. She reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over affiliated persons' transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

Gemini Wealth does not have a material financial interest in any securities being recommended. However, affiliated persons may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, affiliated persons are required to disclose all reportable securities transactions as well as provide Gemini Wealth with copies of their brokerage statements.

The Chief Compliance Officer of Gemini Wealth is Jessica French. She reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

Gemini Wealth does not recommend the use of any broker-dealer.

When utilizing a MM, Gemini Wealth does not recommend the use of a particular broker-dealer and utilizes the broker-dealer required by the MM/ Co-Advisor.

- *Directed Brokerage*
  Gemini Wealth does not allow directed brokerage. Clients should be aware that not all firms require the use of a particular brokerage firm.

- *Brokerage for Client Referrals*
  Gemini Wealth does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

- *Best Execution*
  Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. Gemini Wealth has a duty to seek best execution for the client, meaning they have an obligation to obtain the most favorable terms for a client under the circumstances. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker.

- *Soft Dollar Arrangements*
  Gemini Wealth does not receive soft dollar benefits.

Aggregating Securities Transactions for Client Accounts

Gemini Wealth manages each account separately, and therefore, does not aggregate purchases and sales and other transactions. If orders are not aggregated, some clients purchasing securities around the same time may receive a less favorable price than other clients which may cost clients more money. However, MM may aggregate such transactions. Clients should refer to the MM ADV Part 2A for more information.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

ERISA plan accounts account reviews are performed quarterly by an Investment

Advisor Representative of Gemini Wealth. Account reviews are performed more frequently when market conditions dictate.

Accounts managed by MM are reviewed on a quarterly basis by investment advisor representatives of Gemini Wealth. Account reviews are performed more frequently when market conditions dictate.

Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target allocations of each asset class.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, Gemini Wealth suggests updating at least annually.

Review of Client Accounts on Non-Periodic Basis

Other conditions that may trigger a review of Clients' accounts when there are changes in the tax laws, new investment information, and changes in a Client's own situation.

Content of Client Provided Reports and Frequency

Account statements are issued by Gemini Wealth's custodian/transfer agent or MM's custodian. Clients receive written account statements no less than quarterly for managed accounts from the custodian/transfer agent utilized for ERISA plan accounts and accounts managed by MM. Client receives confirmations of each transaction in their account from custodian/transfer agent and an additional statement during any month in which a transaction occurs. Gemini Wealth does not provide additional reports to Clients.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest

Clients placed with MM will be billed in accordance with MM's fund fees, including their expense ratio and fund management fees that are included in their total fund fee. The MM Fee Schedule will be disclosed to the Client prior to signing an agreement. Gemini Wealth's co-advisor fees will be paid in addition to the MM fund fees. While MM is responsible for deducting both its own fees and Gemini Wealth's advisory fee, MM remits the entire deducted amount attributable to Gemini Wealth directly to Gemini Wealth. There is no fee sharing between MM and Gemini Wealth, nor does MM retain any portion of Gemini Wealth's fee for the service of deducting it.

These practices represent conflicts of interest because Gemini Wealth is paid a management fee for placing client assets with MM and may choose to recommend a portfolio of MM based on the fee Gemini Wealth is to receive. This conflict is mitigated by the fact that Clients are not required to accept the recommendation to use MM given by Gemini Wealth and have the option to receive investment advice through other money managers of their choosing.

Gemini Wealth maintains the co-advisor relationship with Matson Money, and as a result, Gemini Wealth may receive certain benefits, such as books, other materials and/or discounted fees, in connection with training programs sponsored by Matson Money. However, the Client's best interest will be the main determining factor of Gemini Wealth.

With respect to other compensation the firm or its representatives may receive, please see details in Item 10.

Advisory Firm Payments for Client Referrals

Gemini Wealth does not compensate for Client referrals.

Item 15: Custody

Account Statements

All assets are held at qualified custodians/transfer agents, which means the custodians/transfer agents provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians/transfer agents to any documentation or reports prepared by Gemini Wealth or MM.

Gemini Wealth is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian/transfer agent on behalf of Gemini Wealth.

Item 16: Investment Discretion

Discretionary Authority for Trading

The client authorizes the custodian/transfer agent to be used and the commission rates paid to the custodian/transfer agent by completing the required custodial/transfer agent application for any applicable MM program utilized. Gemini Wealth does not receive any portion of the transaction fees or commissions paid by the client to the custodian/transfer agent on certain trades.

Gemini Wealth does not accept discretionary authority to manage the securities accounts on behalf of clients.

Gemini Wealth works directly with Matson Money. The Client can elect to not work with Gemini Wealth if they would not like to work with MM.

Item 17: Voting Client Securities

Proxy Votes

Gemini Wealth does not vote proxies on securities held at Client MM accounts. Clients are expected to vote for their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided to Clients because Gemini Wealth does not serve as a custodian for Client funds or securities, and Gemini Wealth does not require prepayment of fees of more than $500 per Client and six months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

Gemini Wealth has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

Gemini Wealth has not had any bankruptcy petitions in the last ten years.

Item 19: Requirements for State Registered Advisors

Registered Investment Adviser in the following states:

Gemini Wealth LLC is registered as an investment adviser in Utah and Florida.

Principal Executive Officers and Management Persons

The education and business background for all management and supervised persons can be found in the Part 2B of this Brochure.

Outside Business Activities

The outside business activities for all management and supervised persons can be found in the Part 2B of this Brochure.

Performance Based Fee Description

Neither Gemini Wealth, nor its management, receive performance based fees. Please see Item 6 of the ADV 2A for more information.

Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons

Neither Gemini Wealth, nor its management, have been involved in any of the following:

1. An award or otherwise been found liable in an arbitration claim alleging damages in excess of $2,500, involving 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;
   e) Dishonest, unfair or unethical practices.
2. An award or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving 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;
   e) Dishonest, unfair or unethical practices.

Material Relationship Maintained by this Advisory Business or Management Persons with Issuers of Securities

There are no material relationships with issuers of securities to disclose.

SUPERVISED PERSON BROCHURE

Form ADV Part 2B

Jessica French

Office Address:
3990 W Misty Dr
Taylorsville, UT 84129

Tel: (385) 881-7448

Email: Jessica@geminiwealth.co

Website: GeminiWealth.co

January 2, 2026

This brochure provides information about Jessica French and supplements the Gemini Wealth LLC brochure. You should have received a copy of that brochure. Please contact Jessica French if you did not receive the brochure or if you have any questions about the contents of this supplement.

Jessica French is registered as an Investment Adviser Representative in Utah and Florida.

ADDITIONAL INFORMATION ABOUT JESSICA FRENCH (CRD #6694673) IS AVAILABLE ON THE SEC'S WEBSITE AT WWW.ADVISORINFO.SEC.GOV

Brochure Supplement (Part 2B of Form ADV)

Supervised Person Brochure

Principal Executive Officer – Jessica French

- Year of birth: 1984

Item 2 - Educational Background and Business Experience

Business Experience:

- Gemini Wealth LLC; Chief Executive Officer/Chief Compliance Officer/Investment Advisor Representative; 07/2025-present
- Hogan French Financial Services, Inc.; Chief Compliance Officer/Managing Member/Investment Advisor Representative; 04/2023-07/2025
- Hogan Financial Services; Chief Operating Officer; 12/2015-04/2025

Educational Background:

- Utah Valley University, General Education; 2010-2013
- Capella University, Project Management, 2014-2015

Item 3 - Disciplinary Information

A. Jessica French has never been involved in a criminal or civil action in a domestic, foreign or military court of competent jurisdiction for which she:

1. Was convicted of, or pled guilty or nolo contender ("no contest") to (a) any felony; (b) misdemeanor that involved investments or an investment-related business, fraud, false statement or omissions, wrongful taking of property, bribery, perjury, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. Is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
3. Was found to have been involved in a violation of an investment-related statute or regulation; or
4. Was the subject of any order, judgement or decree permanently or temporarily enjoining, or otherwise limiting, him from engaging in any investment related activity, or from violating any investment-related statute, rule, or order.

B. Jessica French never had an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which she:

1. Was found to have caused an investment-related business to lose its authorization to do business; or the subject of an order by the agency or authority;
2. Was found to have been involved in a violation of an investment-related statute or regulation or was the subject of an order by the agency or authority. (a)denying, suspending or revoking the authorization of the supervised person to act in an investment-related business; (b) barring or suspending her association with an investment-related business; (c) otherwise significantly limiting her

investment-related activities; or (d) imposing a civil money penalty of more than $2,500 on him.

C. Jessica French has never been the subject of a self-regulatory organization (SRO) proceeding in which she:

1. Was found to have caused an investment-related business to lose its authorization to do business; or
2. Was found to have been involved in a violation of the SRO's rules and was: (a) barred or suspended from membership or from association with other members, or was expelled from membership; (b) otherwise significantly limited from investment-related activities; or (c) fined more than $2,500.

D. Jessica French has not been involved in any other hearing or formal adjudication in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct.

Item 4 - Other Business Activities

Jessica French has no other business activities.

Item 5 - Additional Compensation

Jessica French does not receive any performance-based fees and does not receive any additional compensation for performing advisory services other than what is disclosed in Item 5 of Part 2A.

Item 6 - Supervision

Since Jessica French is the Chief Compliance Officer and owner of Gemini Wealth LLC, she is responsible for supervision and formulation and monitoring of investment advice offered to Clients. She will adhere to the policies and procedures as described in the firm's Compliance Manual. Jessica can be reached at (385) 881-7448 or jessica@geminiwealth.co

Item 7 - Requirements for State-Registered Advisors

A. Jessica French has not been involved in any of the following:

1. An award or otherwise been found liable in an arbitration claim alleging damages in excess of $2,500 involving 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;
   e) Dishonest, unfair or unethical practices.

2. An award or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving 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;
   e) Dishonest, unfair or unethical practices.

B. Jessica French has never been the subject of a bankruptcy petition.

Item 1 Cover Page

SUPERVISED PERSON BROCHURE

Form ADV Part 2B

Andria E. Stubbs

Office Address:
3990 W Misty Dr
Taylorsville, UT 84129

Tel: (385) 881-7448

Email: Andria@geminiwealth.co

Website: GeminiWealth.co

January 2, 2026

This brochure provides information about Andria E. Stubbs and supplements the Gemini Wealth LLC brochure. You should have received a copy of that brochure. Please contact Jessica French if you did not receive the brochure or if you have any questions about the contents of this supplement.

Andriia Stubbs is registered as an Investment Adviser Representative in Utah and Florida

ADDITIONAL INFORMATION ABOUT ANDRIA E. STUBBS (CRD #7925331) IS AVAILABLE ON THE SEC'S WEBSITE AT WWW.ADVISORINFO.SEC.GOV

Brochure Supplement (Part 2B of Form ADV)

Supervised Person Brochure

Principal Executive Officer – Andria E. Stubbs

- Year of birth: 1996

Item 2 - Educational Background and Business Experience

Business Experience:

- Gemini Wealth LLC: Chief Operations Officer/Investment Advisor Representative; 07/2025-present
- Utah Jazz; Lighting Designer; 10/2023 –present
- Hogan French Financial Services; Investment Advisor Representative; 05/2024-07/2025
- Hogan Financial Services; Client Relations and Operations; 09/2020 – 04/2025
- Poll Sound; AV Technician; 06/2018 – 10/2023
- Clear Lamp AV; AV Technician; 06/2018 – 09/2020
- Southern Utah University; Event Technician; 01/2015 – 06/2018
- Full Time Student; 05/2014 – 05/2018

Educational Background:

- Southern Utah University; Bachelor of Science in Criminal Justice and Chemistry; 05/2018

Item 3 - Disciplinary Information

A. Andria E. Stubbs has never been involved in a criminal or civil action in a domestic, foreign or military court of competent jurisdiction for which she:

1. Was convicted of, or pled guilty or nolo contender (“no contest”) to (a) any felony; (b) misdemeanor that involved investments or an investment-related business, fraud, false statement or omissions, wrongful taking of property, bribery, perjury, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. Is the named subject of a pending criminal proceeding that involves an investment related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
3. Was found to have been involved in a violation of an investment-related statute or regulation; or
4. Was the subject of any order, judgement or decree permanently or temporarily enjoining, or otherwise limiting, her from engaging in any investment related activity, or from violating any investment-related statute, rule, or order.

B. Andria E. Stubbs never had an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which she:

1. Was found to have caused an investment-related business to lose its authorization to do business; or the subject of an order by the agency or authority;

2. Was found to have been involved in a violation of an investment-related statute or regulation or was the subject of an order by the agency or authority. (a)denying, suspending or revoking the authorization of the supervised person to act in an investment-related business; (b) barring or suspending her association with an investment-related business; (c) otherwise significantly limiting her investment-related activities; or (d) imposing a civil money penalty of more than $2,500 on her.

C. Andria E. Stubbs has never been the subject of a self-regulatory organization (SRO) proceeding in which she:

1. Was found to have caused an investment-related business to lose its authorization to do business; or

2. Was found to have been involved in a violation of the SRO's rules and was: (a) barred or suspended from membership or from association with other members, or was expelled from membership; (b) otherwise significantly limited from investment-related activities; or (c) fined more than $2,500.

D. Andria E. Stubbs has not been involved in any other hearing or formal adjudication in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct.

Item 4 - Other Business Activities

Andria E. Stubbs is a Lighting Designer with Utah Jazz Basketball Investors LLC, a company that provides professional NBA and NHL game presentations. She will receive separate yet typical compensation. Less than 20% of her time is spent on this activity. There is no conflict of interest.

Item 5 - Additional Compensation

Andria E. Stubbs does not receive any performance-based fees and does not receive any additional compensation for performing advisory services other than what is disclosed in Item 5 of Part 2A.

Item 6 - Supervision

Andria E. Stubbs is supervised by Jessica French, Chief Compliance Officer of Gemini Wealth LLC. Andria can be reached at (385) 881-7448 or andria@geminiwealth.co

Jessica French can be reached at (385) 881-7448 or jessica@geminiwealth.co

Item 7 - Requirements for State-Registered Advisors

A. Andria E. Stubbs has not been involved in any of the following:

1. An award or otherwise been found liable in an arbitration claim alleging damages in excess of $2,500 involving 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;

e) Dishonest, unfair or unethical practices.

2. An award or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving 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;
e) Dishonest, unfair or unethical practices.

B. Andria E. Stubbs has never been the subject of a bankruptcy petition.