

GEM Asset Management, LLC

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Form ADV Part 2A: Firm Brochure

March 30, 2026

This Brochure provides you information about the qualifications and business practices of GEM Asset Management, LLC. If you have any questions about the contents of this Brochure, please contact us at 734-737-9108. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

GEM Asset Management, LLC is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about GEM Asset Management, LLC also is available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 2 – MATERIAL CHANGES

In this section, we identify and discuss only material changes made to our Brochure since our last annual update. Each year, pursuant to SEC rules, we will ensure that you receive a summary of all material changes, if any, to this and subsequent Brochures within 120 days of the close of our fiscal year. We may also provide other ongoing disclosure information about material changes, as necessary. We will provide you our brochure, at any time, without charge.

GEM Asset Management, LLC's Brochure may be requested by contacting Steve Alexandrowski, Chief Compliance Officer, at 734-737-9108 or Steve@GEMAsset.net.

Additional information about GEM Asset Management, LLC is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with the firm who are registered, or are required to be registered, as investment adviser representatives of GEM Asset Management, LLC.

ITEM 3 – TABLE OF CONTENTS

| | |
|---|----|
| Item 1 – Cover Page..... | 1 |
| Item 3 – Table of Contents..... | 3 |
| Item 4 – Advisory Business | 4 |
| Item 5 – Fees and Compensation | 8 |
| Item 6 – Performance-Based Fees and Side-By-Side Management | 13 |
| Item 7 – Types of Clients..... | 13 |
| Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss..... | 13 |
| Item 9 – Disciplinary Information..... | 18 |
| Item 10 – Other Financial Industry Activities and Affiliations | 18 |
| Item 11 – Code of Ethics..... | 18 |
| Item 12 – Brokerage Practices..... | 19 |
| Item 13 – Review of Accounts | 23 |
| Item 14 – Client Referrals and Other Compensation..... | 23 |
| Item 15 – Custody..... | 24 |
| Item 16 – Investment Discretion | 25 |
| Item 17 – Voting Client Securities..... | 25 |
| Item 18 – Financial Information..... | 25 |
| Exhibit..... | 26 |

ITEM 4 – ADVISORY BUSINESS

Firm Description and Principal Owners

GEM Asset Management, LLC (“GEM Asset,” “us,” “our,” or “we”) is a Michigan limited liability company, formed in 2001 by Steve Alexandrowski and has been registered with the SEC since 2007. We are required to disclose the persons owning twenty-five percent (25%) or more of our firm’s membership interests. Steve Alexandrowski, CFP® and S. Timothy Story each own more than twenty-five percent (25%) of our firm’s membership interests.

Our Advisory Services

We provide our clients with continuous and regular investment management services and financial planning, explained in more detail below. In providing these services, GEM Asset acts in the capacity of a fiduciary and, as such, is obligated to place the interests of our clients first at all times.

When we provide investment management or financial planning services to “related” parties (i.e., husband and wife, parent, and child, etc.), our services will be based upon the joint goals communicated to us, as agreed upon in the investment management agreement. We will be permitted to rely upon instructions from either party with respect to the services requested, unless and until such reliance is revoked in writing and provided to us. We will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients. We cannot and will not treat information provided by either party as confidential from the other related party.

Investment Management Services

Prior to engaging us to provide our services you will be required to enter into an investment management agreement with us setting forth the terms and conditions under which we will provide our services. We provide investment management services for clients on a discretionary basis. If you engage us, we will discuss and help to identify your individual financial needs and objectives based upon the general background and financial information you provide to us. Such investment objectives and any restrictions are subject to our review and approval and, if accepted, will be known as the Investment Policy Statement for purposes of our agreement with you. With your approval, we may amend the Investment Policy Statement from time to time. You must tell us if you believe changes need to be made.

Any limitations or restrictions applicable to your investments or our services must be provided in writing, so please inform us. We will rely on the information you provide to us and will not independently verify the accuracy or completeness of this information when preparing our recommendations. We will construct the initial investment portfolio and will periodically rebalance the asset allocation in your portfolio subject to any limitations you have provided to us

in writing. As your financial situation, goals, objectives, or needs change, you must notify us promptly in writing. As described in further detail below in the “**ITEM 16 – INVESTMENT DISCRETION**” section beginning on page 25, we manage your accounts on a discretionary basis, which means that we determine, without obtaining your specific consent, the securities to be bought and sold for your account and the number of securities to be bought or sold.

Investment Management Services to Retirement Investors

We are a fiduciary under Employment Retirement Income Security Act, as amended (“ERISA”) and the Internal Revenue Code of 1986, as amended (the “Code”) when we provide fiduciary investment advice to retirement investors. Retirement investors include ERISA plans, participants, and IRA owners.

A retirement investor leaving an employer has four options regarding an existing retirement plan (and under certain circumstances may engage in a combination of the following options): (i) leave the money in the former employer’s plan, if permitted, (ii) roll over the assets to the new employer’s plan, if one is available and rollovers are permitted, (iii) roll over to an IRA, or (iv) cash out the account value (which could, depending upon the client’s age, result in adverse tax consequences).

Generally, we will not make specific recommendations to rollover retirement plan assets or to transfer an IAR account to be managed by us. Such a recommendation creates a conflict of interest if the retirement investor accepts the recommendation, as we earn fees on the market value of the rollover or transferred IRA which would not be earned if the assets were not under our management. If you request we make a recommendation, we address this conflict, by complying with the impartial conduct standards, which require us to: (i) always act in the client’s best interest; (ii) avoid misleading statements about conflicts of interest, fees, and investments; (iii) follow policies and procedures designed to ensure that we give advice that is in the client’s best interest; (iv) charge no more than is reasonable for our services; and (v) give the client basic information about our conflicts of interest.

Held-Away Accounts

If clients request, and we agree, we will provide discretionary investment advice for certain outside accounts, for an additional fee (see ITEM 5: FEES AND COMPENSATION for the specific fees for these services). These outside accounts are primarily plan participant retirement accounts. We will regularly review the available investment options in these accounts, monitor them, and rebalance in the same way we do other accounts, though using different tools, as necessary. We use a third-party platform to facilitate the management of these “held-away accounts.”

Clients using this service are provided with their own log-in credentials by the platform and will link their account to the platform. By linking the account on the platform, we are

allowed to view the account allocation, and when deemed necessary by us, rebalance the held-away accounts. We do not have access to clients' credentials and therefore do not have custody of the assets held in these accounts. We are not affiliated with the third-party platform in any way, and do not receive any compensation, from the platform provider, for using the platform. If you would like us to provide this additional service, you will sign an addendum to your current agreement or, for new clients, "Exhibit B Additional Services to Investment Management Agreement," which explains this service.

Although we do not receive compensation from the platform provider, we have an incentive to include held-away accounts in our advisory services because doing so increases the assets upon which our advisory fee is calculated. Management of held-away accounts through a third-party platform involves additional operational, cybersecurity, and data integrity risks. If our access to the platform is disrupted, our ability to monitor or rebalance such accounts may be limited.

Advisory Services Provided by Independent Managers

We have established a relationship with an unaffiliated, federally registered investment adviser (an "Independent Manager") to serve on a discretionary basis, as a sub-adviser for portions of a client's portfolio (each, an "Allocated Sleeve").

The Allocated Sleeve will be managed based on one or more investment strategy models owned and maintained by the Independent Manager (the "Proprietary Models"). Generally, we utilize these Proprietary Models for a client with a large stock position or security with a low-cost basis which would create a significant taxable event for the client if sold. These Proprietary Models offer various customized strategies that seek concentrated stock risk management, including tax-neutral liquidations.

Based on your Investment Policy Statement, we will determine whether the Independent Manager's investment strategies or Proprietary Models are appropriate and suitable for you. You will provide us with discretionary authority to invest your assets or a portion of your assets with the Independent Manager through your investment management agreement with us. We will continue to have oversight of your account and ongoing monitoring of the activities of the Independent Manager.

By executing our investment management agreement, clients (i) authorize us to identify, engage, monitor, retain, terminate or replace, at our discretion, one or more Independent Managers; (ii) authorize us to determine the portion of the client's portfolio to be managed by an Independent Manager; (iii) grant each Independent Manager discretionary authority to manage the Allocated Sleeve in accordance with the client's Investment Policy Statement; (iv) authorize the Independent Manager to enter into one or more custodial agreements and to execute transactions for the Allocated Sleeve through Charles Schwab & Co., Inc. ("Schwab") and/or to select the custodians, banks, brokers or dealers that will execute the transactions for the

Allocated Sleeve in accordance with the Independent Manager's brokerage practices contained in the Independent Manager's Form ADV, Part 2A; and (v) authorize the Independent Manager to debit the client's account for its advisory fee.

Prior to us retaining or changing an Independent Manager, we will deliver to you a copy of the Independent Manager's Disclosure Brochures and Privacy Notice as well as the Proprietary Models' "*Characteristics and Risks of Standardized Options*". Clients are advised to review these documents carefully, including the risks associated with specific investment strategies and to ask us questions about these services.

Financial Planning Services

We offer investment management as our primary service, but the firm also provides financial planning as a stand-alone service. If you engage us to provide personal financial planning advice, we will enter into a financial planning agreement with you. We will outline the terms and conditions of our engagement and describe our fee and scope of our services. Generally, clients will select from our menus of services including income planning, education funding, investment advisory services for "assets held away," insurance planning, retirement planning, tax planning, estate management and wealth transfer, philanthropy, and budgeting and cash flow planning. Under this arrangement, we will not provide investment advice, whether in a discretionary or non-discretionary capacity. Any such services will be set forth in a separate investment management agreement with us. Our financial planning agreement will conclude at the presentation of a written financial plan to you and full payment by you to us for our fees.

Initially, we consult with you to gather information about your current financial situation, income and expenses, taxes, estate plan, objectives, needs and goals, and any special or particular circumstance unique to you. After analyzing your individual circumstances and objectives, we present our recommendations to you in writing. When we provide financial planning services, we will rely on the information you provide to us. We will not independently verify this information when preparing our recommendations.

As part of your financial plan, we may recommend other services we offer or the services of other professionals to implement our recommendations.

While recommending our own services presents a conflict of interest, in particular, if you engage us for investment management following financial planning, we may earn ongoing asset-based fees that exceed the one-time financial planning fee. However, you are under no obligation to act upon any of our recommendations and you are not required to engage the services of any recommended professional, including us as an investment manager. You retain absolute discretion over all financial planning implementation decisions and may accept or reject any of our recommendations.

Investment Advisory Services to Qualified Plans

At our discretion, we provide advisory services to qualified retirement plans which are subject to the ERISA. As part of our services to qualified plans, we will act as a fiduciary of the plan under Section 3(21)(A)(ii) and Department of Labor Regulation Section 2510.3-21(c)(1)(ii)(B), and Department of Labor Regulation (“DOL”) Section 2510.3-21(a). As a 3(21) investment advisor, we will not have discretion to invest and reinvest the plan assets without the plan fiduciary’s prior consent. Thus, as a 3(21) advisor, we will share responsibility for the selection of investments.

For qualified plan clients, we will use the plan’s investment policy statement, or other written investment objectives, to counsel the plan fiduciary on recommended investments and the reasons for any proposed investment changes. We will continually monitor the performance of the plan’s investments and prepare periodic investment reports that document the investment performance.

In addition to the investment advisory services, we provide to plan fiduciaries, the plan fiduciary may engage us to provide one-on-one non-discretionary investment advice as a fiduciary as defined in ERISA Section 3(21)(A)(ii) to the participants of the plan (“Advice Services”). Advice Services are provided only to those participants who elect to meet with our representatives and accept our services. We provide these services to plan participants in two ways: (i) by telephone service and (ii) in person. We will ask the participant to provide information about their investment goals, risk tolerance, time horizon to retirement.

Assets Under Management

As of December 31, 2025, we managed \$628,058,655 on a discretionary basis.

Item 5 – FEES and Compensation

Investment Management Fee Schedule

Although the fees for our services may be negotiated under certain circumstances, our standard fee schedule is as follows:

| Assets Under Management | Annual Percentage Fee |
|--------------------------------|------------------------------|
| First \$3 Million | 0.95% |
| Amounts above \$3 Million | 0.50% |

Our fee is billed in arrears on a quarterly basis, based upon the market value of all of the assets, including cash and cash equivalents, as of the last trading day of each calendar quarter. Our fee schedule will also apply to assets in held-away accounts managed through a third-party

platform and on assets invested by an Independent Manager investment strategy. We will rely upon the valuations provided by your custodian without independent verification. You should verify our fee calculation and let us know immediately if you believe it to be in error.

For new clients, we pro-rate the fee for the first quarter based on the number of calendar days from the date of the initial contribution to the end of the quarter. When assets are deposited or withdrawn from your account after the initial quarter, we do not adjust or pro-rate our fee with respect to such assets based on the number of days remaining in the quarter.

We reserve the right to negotiate our fee, at our sole discretion. Negotiated fees may be higher or lower than those described in this Brochure. In these circumstances, we will establish the negotiated fee schedule in your investment management agreement. We may change our fees at any time, and we always have the right to amend our fees to be lower than the fees set forth above. Any changes will only become effective after 30 days prior written notice unless you terminate our agreement.

Because we are compensated based on the total value of assets we are managing for you, a conflict arises whenever you seek advice from us that would reduce the assets under our management - because reducing the assets under our management will, in turn, reduce our fees. For example, if you withdraw funds to pay off a home mortgage, our investment management fees will be reduced.

Investment Advisory Services by Independent Managers

If we engage an Independent Manager to provide Allocated Sleeves on your behalf, you will be charged an additional fee for these services which are separate from and in addition to our investment management fee. Our investment management agreement will establish the Independent Manager's fee arrangement including each Proprietary Model's fee, calculation method and timing. When providing this service, we will not receive any form of direct or indirect compensation from any Independent Manager in connection with these arrangements.

The Independent Manager will be responsible for calculating its fees. The Independent Manager's fee will be payable quarterly in advance. In any partial billing period, the Independent Manager Fee will be pro-rated based upon the number of calendar days that the Allocated Sleeve was open during that period.

Generally, for its advisory services, the Independent Manager charges an annual management fee based on, and calculated as a percentage of, the notional value of the assets in the client account allocated to the Independent Manager. The Independent Manager's standard annual fee rates are set forth below, based on the chosen Proprietary Model.

| Proprietary Model | Annual Fee |
|---|-------------------|
| SpiderRock Hedged Equity Concentrated Stock (SRHEC) | 0.50% AUM |
| SpiderRock Hedged Equity Portfolio (SRHEP) | 0.50% AUM |
| SpiderRock Managed Index Income (SRMII) . | 0.60% AUM |
| SpiderRock Cash Secured Put (SRCSP) | 0.50% AUM |
| SpiderRock Exchange Fund Replication (SREFR) | 0.85% AUM |
| SpiderRock Opportunistic Yield Enhancement (SROYE) | 0.70% AUM |
| SpiderRock Structured Note Replication (SRSNR) | 0.60% AUM |
| SpiderRock Index/Stock Replacement (SRISR) | 0.60% AUM |

In certain circumstances, when calculating the Independent Manager's fee, assets may be aggregated across related accounts invested in the same Proprietary Model to reach lower, tiered advisory fee percentages, based on the client's chosen investment strategy. Generally, the SREFR Proprietary Model tiers range from 0.85% to 0.56%; the SROYE Proprietary Model tiers range from 0.70% to 0.46%; the SRMII/SRSNR/SRISR Proprietary Models tiers range from 0.60% to 0.39%; and the SRHEC/SRHEP/SRCSP Proprietary Models tiers range from 0.50% to 0.33%.

Collateral Management Fee

The Independent Manager may also provide other services to clients, including but not necessarily limited to collateral management with respect to clients' collateral assets. In connection with such collateral management services, the Independent Manager will receive an additional fee equal to 0.15% per annum of the aggregate par amount of all collateral assets held in a client's account (or portion thereof) submitted to and accepted by the Independent Manager for its management.

Financial Planning Fee Schedule

We charge a flat fee for financial planning services, depending on the plan complexity. The range for the fees charged is from \$1,000 to \$6,000. The fee is due in full when we deliver our written report. We will not charge planning fees to clients who have a current investment

management agreement with us. Planning clients who subsequently sign an investment management agreement with us will receive a full credit for the planning fee reducing their management fee.

All financial planning fees quoted are for services rendered by us and do not include additional fees you may incur when you work with other professionals like your attorney or accountant.

Payment Methods

You may elect to be billed directly for our fees or elect to authorize us to directly debit fees from your account. Generally, our clients authorize us under the investment management agreement to deduct our fees directly from their account. If you authorize our fees to be automatically deducted and paid from your account, you also authorize us to liquidate a portion of your investments in your account in order to pay our fees, if necessary. If you provide us such authorization, the custodian's periodic statements will show each fee deduction from your account. You may withdraw this authorization for direct billing of these fees at any time by notifying your custodian or us in writing. Fees paid directly by check are due within 10 days of receipt of the fee invoice. When we provide additional services to held-away accounts, we will not directly debit our fee from the outside account holding the held-away assets. Instead, our fee will be paid from the client's taxable account(s). If the client does not have a taxable account, our fee is billed directly to the client. Payment is due within 10 days of receipt of the fee invoice.

If you engage us for financial planning services, we bill you directly, our fee is due and payable by check upon receipt of our written report.

Transaction Fees and Other Expenses

Our advisory fees are exclusive of brokerage commissions, transaction fees, Independent Manager fees and other related costs and expenses that you may incur. You may incur other fees and charges not directly related to the execution and clearing of transactions imposed by third parties, including, but not limited to, transfer taxes, wire transfer and electronic fund fees, check writing fees, custodial termination fees, and other fees and taxes on brokerage accounts and securities transactions. We do not receive any compensation from these fees or commissions. Your account will separately pay for those services, and they will be reported to you on your custodian's account statements.

Mutual funds and exchange traded funds ("ETFs") we may use typically charge their shareholders various advisory fees and expenses associated with the establishment and operation of the funds. These fees will generally include a management fee, shareholder servicing, other fund expenses, and sometimes a distribution fee. We generally use a combination of no-load retail and institutional class mutual funds which may or may not have transaction fees. When selecting a fund, we will consider a variety of factors including its expense ratio and other factors

that may vary depending on the client. Our share class selections are based upon then available information and circumstances, which may later turn out differently for many reasons beyond our control, including your changing investment objectives, financial needs, or time horizon.

Fees and expenses charged by mutual funds may seem small, but over time, they can have a significant impact on a portfolio's returns. Therefore, we analyze the mutual fund share class cost, including legacy positions, on a quarterly basis to determine if the client is currently in the best share class for them as determined by the client's individual circumstances. If appropriate, we can initiate a "cross-share" class exchange at the custodian on behalf of the client. If share class is more expensive but appropriate, we will document reason(s) the share class is appropriate (ex., client frequently withdraws cash so mutual fund that does not have a transaction fee is appropriate). If appropriate, in non-taxable accounts, mutual funds will be sold and then invested into the funds utilized in our target model portfolios. For taxable accounts, the client's investment adviser representative will determine what changes, if any, should be implemented to meet the client's goals and objectives.

We receive no portion of these additional charges, fees and commissions. Each fund's current prospectus discloses these separate fees and expenses. A copy of the prospectus is available from the fund.

Consequently, for any type of fund investment, it is important for you to understand that you are directly and indirectly paying two levels of advisory fees and expenses: one level of fees to the fund and one level of advisory fees to us. Most mutual funds may be purchased directly, without using our services and without incurring our advisory fees.

Termination of Agreement

Our investment management agreement may be terminated, without cost or penalty, within the first five business days after the date on the agreement. Thereafter, you may terminate the agreement at any time by giving one business day's prior written notice, and we may terminate the agreement at any time by providing you one business day's prior notice. In the event of termination, fees are calculated on a pro-rata basis, according to the terms of the investment management agreement. Termination of our agreement shall not affect liabilities or obligations incurred from transactions initiated under our agreement prior to the termination date, such as the purchase of investments by us for your account. You are responsible for any cost incurred in transferring assets from your account to a different account and any management fees accrued and unpaid at the time of termination. After the termination date, we shall have no further duties or obligations to you under our agreement.

You may terminate the financial planning agreement at any time by providing us written notice to terminate, and we may terminate the agreement at any time by providing you notice. We waive all financial planning fees if you terminate the financial planning agreement prior to our completion of the financial plan.

Additional Information on Compensation

Neither GEM Asset Management, LLC, nor our employees receive any compensation for sales of securities or investment products, including asset-based sales charges, commissions, service fees or price markups. We believe this practice would represent a conflict of interest between the firm and our clients by giving an incentive to recommend investments based on compensation received, rather than on clients' needs. Accordingly, GEM Asset earns 100% of our revenues from investment management and financial planning fees.

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

We do not charge any performance-based fees (fees based on a share of client assets' capital gains or appreciation).

Item 7 – Types of Clients

We provide investment management services to individuals, high net worth individuals, pension and profit sharing plans, charitable institutions, and foundations. We do not have a minimum account size.

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

GEM Asset employs a strategy that focuses on developing well-diversified, globally allocated investment portfolios. We maintain "target model" portfolios that our investment adviser representatives can utilize based on a client's financial circumstances (including income needs and tax situations), investment objectives and risk tolerance. Each client's portfolio will normally use these target models as a basis for investing and generally will be adjusted to accommodate reasonable restrictions and preferences imposed by the client.

The asset class allocations to bonds, equity and alternative assets for these target models are the main determinants of the models' expected risk and returns. GEM Asset determines these allocations by analyzing long-term historical data for performance, volatility and correlations between the asset class returns. Because recent market data represents only a small portion of historical information analyzed, adjustments to asset classes and strategic allocations are expected to be infrequent.

There is a substantial volume of academic and industry research designed to identify factors which can influence investment returns over the long term. GEM Asset strategically allocates its target models within the major asset classes based on some of these investment

factors we believe have demonstrated long term significance -- primarily size, value, and profitability premiums.

- *Size premium:* Refers to the tendency of stocks from issuers with a small market capitalization to outperform those of issuers with a large market capitalization.
- *Value premium:* Refers to the tendency of stocks with low relative prices (stock price divided by an accounting metric such as book value) to outperform.
- *Profitability premium:* Refers to the tendency of stocks of issuers with high relative operating profits (operating profits divided by an accounting metric such as book equity) to outperform.

Using a variety of financial publications, publicly available and subscription-based research, as well as reporting documents from fund families, GEM Asset has identified funds for investment that emphasize these investment factors in their styles and strategies.

GEM Asset does not rely on market timing or forecasting methods, but we continuously monitor the levels and trends of recent market and economic measures, changes to public and economic policy, and geopolitical conditions. GEM Asset may tactically adjust target portfolio allocations if its investment committee determines that conditions warrant a short-term change from the longer-term strategic weightings.

We do not typically select individual stocks or bonds for investment. GEM Asset seeks to identify funds that have performed strongly against their peers in the same category or style and appropriate benchmark indices. Each fund's performance is also evaluated against volatility measures of its returns.

Limiting expenses in portfolios is a core element of GEM Asset's investment strategy. We seek to allocate investments at the lowest cost. Accordingly, GEM primarily uses passive funds but will employ actively managed funds in market sectors we feel are less efficient. The benefit of the additional expected returns for these funds will be evaluated against any additional expense over a passive alternative.

Further, GEM evaluates funds on other criteria such as longevity of the management team, number of holdings, portfolio turnover, aggregate valuations, industry or geographic exposure, credit quality, duration, and other measures.

Independent Manager Investment Strategies

Clients invested in Proprietary Models will receive the Independent Manager's Disclosure Brochures as well as the Proprietary Models' "*Characteristics and Risks of Standardized Options.*" We strongly encourage you to review these documents which explain the

investment analysis, strategies and risks associated with the Proprietary Models including but not limited to the following:

Proprietary Models: To the extent a Proprietary Model is designed to hedge your investment portfolio and/or individual holdings, there is no guarantee that such Proprietary Model will be successful, and the Allocated Sleeve may lose money or fail to perform as expected. An Independent Manager may enter into risk offsetting transactions in instruments with which the Independent Manager expects to hedge exposure to risk. If the value of the positions changes in a direction or manner that the Independent Manager has failed to protect against with hedging transactions or if the instruments used in the hedging transactions are not as “correlated” as anticipated, the result may be an imperfect hedge and result in losses.

Option Overlay Models: Several risks are unique to options trading that the client must be fully aware of. Options involve additional risk and are not suitable for all investors. Please refer to the publication “*The Characteristics and Risks of Standardized Options,*” for additional information.

Risk of Loss

Investors bear certain risks in all investment programs. Our approach identifies and seeks to address these risks. We place particular emphasis on constantly assessing and balancing the various risk types in clients’ portfolios. We try to determine which risks are acceptable for a client given their goals and objectives, and which risks do not offer sufficient returns to be included in the strategy. Investors face the following investment risks:

Interest-rate Risk: Investment prices can reflect fluctuations in interest rates. For example, when interest rates rise, the value of fixed-income securities generally declines, and the value of certain equity securities may be adversely affected. Similarly, portfolios that hold fixed-income securities are subject to the risk that the portfolio’s income will decline when interest rates fall.

Market Risk: A security’s or fund’s price may drop in reaction to tangible and intangible events or conditions. Independent factors, external to a security’s underlying circumstances cause this risk. For example, political, economic, and social conditions may trigger market events.

Inflation Risk: When any type of inflation is present, a dollar in the future will not buy as much as a dollar today, because purchasing power is eroding at the rate of inflation.

Capitalization Risk: Small-cap and mid-cap companies have historically been more volatile than the stocks of larger, more established companies. Common challenges include limited resources or less diverse products or services than larger companies.

Reinvestment Risk: Investment proceeds may have to be reinvested at a lower rate of return than the original investment earned (i.e., interest rate). This primarily relates to fixed income securities.

Business Risk: These risks associate with a particular industry, or a company's operation within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

Performance of Underlying Managers: We select the mutual funds and ETFs in the client's portfolios. However, we depend on the underlying manager of such funds to select individual investments in accordance with their stated investment strategy and on their decisions regarding the allocation of the fund's assets.

Exchange-Traded Funds: ETFs face market-trading risks, including the potential lack of an active market for shares, losses from trading in the secondary markets and disruption in the creation/redemption process of the ETF. Any of these factors may lead to liquidity risk and/or the fund's shares trading at either a premium or a discount to its "net asset value."

Alternative Investments: Investing in funds that invest in any kind of alternative asset class or strategy ("Alternatives") involves certain unique risks in addition to those risks associated with investing in general. Alternative funds may invest in derivatives, which may involve risks different from, and possibly greater than, those of investments directly in the underlying securities or assets. Even a small investment in derivatives (which include futures) may give rise to leverage risk (which can increase volatility and magnify the fund's potential for loss) and can have a significant impact on the fund's performance. Derivatives are also subject to credit risk and liquidity risk. Credit risk is the risk that the counterparty may default. Liquidity risk is the risk that the fund may not be able to sell the security or otherwise exit the contract in a timely manner. Alternative funds may focus its investments on securities of a particular sector. Economic, legislative, or regulatory developments may occur that significantly affect the sector. This may cause the fund's net asset value to fluctuate more than that of a fund that does not focus in a particular sector. Alternative funds may utilize strategies such as short sales in combination with its long positions in an attempt to improve performance or to reduce overall portfolio risk which may not be successful and may result in greater losses or lower positive returns than if the Alternative held only long positions.

REITs: Investing in real estate investment trusts ("REITs") and REIT-like entities involves certain unique risks in addition to those risks associated with investing in the

real estate industry in general. REITs own, directly or indirectly, various types of real property interests and, therefore, bear real estate-related risks, among others. The value of securities in the real estate industry can be affected by changes in real estate values and rental income, property taxes, and tax and regulatory requirements. In addition, the value of securities in the real estate industry may decline with changes in interest rates. Most REITs focus on particular types of commercial development, such as apartments or office buildings, exposing them to downturns in demand, occupancy, and prices for these kinds of real estate. Some REITs bear risks associated with high levels of debt, interest rate risk, geographic concentration, changes in zoning laws, and poor property management practices.

Financial Risk: Excessive borrowing to finance a business' operations increases the risk to profitability, because the company must meet the terms of our obligations in good times and bad. During financially stressful periods, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Data Source Risk: We use a variety of data in connection with managing accounts and evaluating securities, and the quality of the resulting analysis or implementation depends on a number of factors, including the accuracy and timeliness of data inputs. When such data is incorrect or incomplete, an account can be negatively impacted, such as when incorrect data is entered into an otherwise accurate investment process or system, or when our securities analysis is affected by incorrect information. We cannot guarantee that third-party data is accurate and, unless otherwise agreed in writing with a client, is typically not responsible for errors caused by reasonable reliance on third-party data sources.

Cybersecurity: The computer systems, network and devices used by us, our service providers, and our clients, to carry out routine business operations employ a variety of protections designed to prevent damage or interruption. Despite the various protections utilized systems, networks, or devices potentially can be breached. Cybersecurity breaches may cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issuers of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, and other financial institutions; and other parties.

The previously mentioned risks will vary for each type of investment; therefore, we will diversify your account in an attempt to mitigate those risks. Nevertheless, diversification alone

cannot eliminate the possibility of significant price declines. We will work with you to attempt to identify the balance of risk and reward that is appropriate and comfortable for you. However, it is still your responsibility to ask questions if you do not fully understand the risks associated with any investment or investment strategy.

In addition, while we strive to render our best judgment on your behalf, many economic and market variables beyond our control can affect the performance of your investments and we cannot assure you that your investments will be profitable or assure you that losses will not occur in your investment portfolio. Past performance is one relatively important consideration with respect to any investment or investment advisor, but it is not a predictor of future performance.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the firm’s evaluation or our management’s integrity. These disclosures would include, but are not limited to, criminal or civil actions, administrative proceedings with the SEC or other federal, state, or foreign regulatory agency, or any self-regulatory organization. GEM Asset Management, LLC has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

We must disclose information regarding our business activities, other than giving investment advice, our other activities in the financial industry, and any arrangements with related persons that are material to you or our advisory business. We have no applicable information to disclose. We are also required to disclose if we receive cash or other economic benefits when recommending or selecting third-party investment advisers in connection with advising you. We do not utilize or select other investment advisers to manage client assets.

Item 11 – Code of Ethics

As a registered investment advisor, we adopted and have subsequently amended our Code of Ethics (the “Code”). The Code sets forth the standards of business conduct that we expect all members and employees (“Covered Persons”) to follow including our fiduciary duty to act in our clients’ best interest. The Code also describes certain reporting requirements with which particular Covered Persons must comply. All Covered Persons must acknowledge the Code’s terms, within ten days of hire and as amended.

Our Code addresses a range of topics, including client confidentiality, prohibitions against using insider information, participation in initial public offerings and private securities

transactions and other situations where there is a possibility for conflicts of interest. The Code also includes provisions relating to restrictions on accepting significant gifts and reporting certain other gifts and business entertainment items, as well as personal securities trading procedures, outside business activity, and other matters. We encourage our Covered Persons to report Code violations to our Chief Compliance Officer.

Copies of the GEM Asset Management, LLC Code are available upon request free of charge by contacting Steve Alexandrowski at 734-737-9108 or Steve@GEMAsset.net.

Participation or Interest in Client Transactions

Our Covered Persons will often own the same securities we recommend to you or our other clients. Generally, these securities will be shares of open-ended mutual funds priced at its portfolio's net asset value (NAV) at the end of each day or ETFs and/or stocks actively traded on a national securities exchange or market where the time and size of their purchases or sales will not affect transactions for you or our other clients. If we do recommend the purchase or sale of a thinly traded security to you, we will ensure that our Covered Persons' transactions do not adversely affect you nor improperly benefit them. Steve Alexandrowski monitors our Covered Persons' trading under our Code to prevent conflicts of interest between our clients and us.

Item 12 – BROKERAGE Practices

Directed Brokerage & Soft Dollars

We request our clients established a relationship with Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer, member SIPC, for custodian and brokerage services. We are independently owned and operated and not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we request that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. Unless agreed upon in advance, we will not provide continuous and regular supervisory or management services on assets held away from Schwab.

We seek to recommend a custodian/broker who will hold your assets and execute transactions on terms that are overall most advantageous when compared to other available providers and their services. We consider a wide range of factors, including:

- Combination of transaction execution services along with asset custody services (generally without a separate fee for custody)

- Capability to execute, clear and settle trades (buy and sell securities for your account)
- Capabilities to facilitate transfers and payments to and from accounts (wire transfers, check requests, etc.)
- Breadth of investment products made available (stocks, mutual funds, exchange traded funds (ETFs), etc.)
- Quality of services
- Competitiveness of the price of those services (commission rates, other fees, etc.) and willingness to negotiate them
- Reputation, financial strength, and stability of the provider
- Their prior service to us and our other clients
- Availability of other products and services that benefit us, as discussed below (see "Products and Services Available to Us from Schwab")

Our request that clients maintain their assets in accounts at Schwab may be influenced, in part, on the availability of some of the products and services mentioned in this Item which creates a potential conflict of interest. To address this conflict, we periodically evaluate Schwab, its services and the benefits our clients and we receive. Occasionally, we compare the services and benefits Schwab provides to alternative broker/custodians that also have established platforms to support independent investment advisory firms. Not all independent investment advisers request that their clients use a particular broker.

We do not participate in any specific soft-dollar arrangements with Schwab or any other third party, to use client transaction commissions to cover the expenses for research or other services. Such specific soft-dollar arrangements could create an incentive to trade more frequently, or direct trading without regard to favorable execution or commission rates.

Your Custody and Brokerage Costs

Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades may not incur Schwab commission or transaction fees (for example ETFs and Schwab mutual funds). Schwab is also compensated, through its Schwab's Cash Features Program, by earning interest on the uninvested cash in your account. Schwab negotiates the commission rates and ticket charges applicable to our client accounts based on several factors including our commitment to maintain assets at Schwab, profitability, competitive pressures, and client needs. This commitment benefits you because the overall commission rates

you pay are lower than they would be if we had not made the commitment. You may pay commissions in excess of those that another broker may charge for transactional services alone, in recognition of the additional services provided.

We are not required to select the broker that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers. Although we are not required to execute all trades through Schwab, we have determined that having Schwab execute most trades is consistent with our duty to seek “best execution” of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed in this “**ITEM 12 – BROKERAGE PRACTICES**”.

Products and Services Available to Us from Schwab

Schwab Advisor Services™ is Schwab’s business serving independent investment advisory firms like us. They provide us and our clients with access to its institutional brokerage – trading, custody, reporting and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available to us various support services. Some of those services help us manage or administer our clients’ accounts while others help us manage and grow our business. Schwab’s support services are generally available to us at no charge which helps reduce our overhead. The following sections provide a more detailed description of Schwab’s support services.

Services that May Not Directly Benefit You.

Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients’ accounts. We may use this research to service all or some substantial number of our clients’ accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- provide access to client account data (such as duplicate trade confirmations and account statements);
- facilitate trade execution and if requested, allocate aggregated trade orders for multiple client accounts;
- provide pricing and other market data; and
- facilitate payment of our fees from our clients’ accounts.

Services that Generally Benefit Only Us.

Schwab also makes available products and services that benefit us, but do not benefit our clients’ accounts. These services may include business consulting, conferences on practice

management, regulatory compliance, and marketing, and are intended to help us manage and further develop our business enterprise. Schwab may provide some of these services itself. In other cases, Schwab arranges for third-party vendors to provide the services to us. Schwab may discount or waive its fees for some of these services or pay all or a part of a third party's fees. The fact that we receive these benefits from Schwab at no charge to us is an incentive for us to recommend the use of Schwab rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest as Schwab would require us to pay for these services from our own resources if clients did not maintain their accounts at Schwab.

At least annually, we assess the brokerage and research services received from Schwab by reviewing the quality of executions and the value of other services. We further determine whether trade execution and other services provided by Schwab are effective and in the best interest of our clients. We believe that taken in the aggregate, our recommendation of Schwab as custodian and broker is in the best interest of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services and not Schwab's services that benefit only us.

Trade Aggregation

Investment advisers may aggregate the purchase or sale of securities for various client accounts for their administrative convenience and, in some transactions, to obtain better execution for the aggregated order than might be achieved by processing each of the transactions separately. We do not normally aggregate securities' purchases or sales for our clients as we personalize our investment management services to the client's needs. Open-ended mutual fund transactions placed on the same day receive the same executions, and transactions involving individual securities are usually unique to the client and not traded across multiple accounts at the same time. A consequence of not aggregating your order with other orders for the same security is that you may not obtain as good an execution price in a separate transaction as clients whose orders have been aggregated.

Trade Errors

We have the responsibility to process trade orders correctly, promptly and ensure the best interests of our clients are served. If a trade error were to occur in your account, we may not profit (but may absorb a loss) from the transaction or as a result of making the correction. We have controls in place to limit trade errors. If a trade error occurs and it results in a loss in the client's account, the client's account is reimbursed for the entire amount of the loss as soon as practical after the discovery of the error. If the loss is greater than \$100, we are invoiced by Schwab and will pay for the loss. If the loss is less than \$100, Schwab will absorb it to reduce its administrative time and expense. If a trade error results in a gain less than \$100, Schwab will retain the gain to reduce its administrative time and expense. If a trade error results in a gain of more than \$100, the gain will remain in the client's account, unless the same error involved other

client account(s) that should have received the gain, or it is not permissible for the client to retain the gain. If the gain does not remain in the client's account, Schwab will donate the amount of any gain of \$100 or over to charity.

Item 13 – Review of Accounts

At least quarterly, Steve Alexandrowski, S. Timothy Story, Lisa Carey, and/or Bradley Hoekstra review the accounts of our investment management clients. At least annually, we will review the investment in the account and the account's performance in light of your Investment Policy Statement. Account reviews are performed more frequently when market conditions dictate. Other conditions that may trigger a review are changes in tax laws, new investment information, and changes in a client's own situation. Reviews are also triggered by a change in our investment outlook or opinion of the risks and returns expected with a specific investment or asset class.

If you are invested in an Allocated Sleeve, at least annually we will contact you to determine whether there have been any changes in your financial situation or investment objectives, and whether you wish to impose any reasonable restrictions on the management of your Allocated sleeve or reasonably modify your Investment Policy Statement. We will promptly communicate any applicable changes to the Independent Manager.

Client Reports

If you are an investment management client the reporting and meeting frequency is individually negotiated with each client and usually includes performance reports, held-away assets, asset allocation reports along with recommendations for any changes. You also receive statements directly from your custodian(s) at least quarterly stating the current balance in each account and any activity that has occurred during the reporting period, including asset management fees paid from your account to us. As described in more detail in "**ITEM 15 – CUSTODY**" beginning on page 24, we urge you to review your statements.

If you are a financial planning client, we provide you with a written report summarizing our analysis and conclusions as agreed to by us in writing. If you utilize our financial planning services, we provide our recommendations upon completion of your project.

Item 14 – Client Referrals and Other Compensation

Third-Party Solicitors

GEM Asset has been fortunate to receive client referrals over the years from clients, attorneys, accountants, employees, friends, and other similar sources. GEM Asset does not

compensate any third party for referrals, nor does it accept any fees or remuneration from other professionals when referring a client or prospect. Further, GEM Asset does not receive any economic benefit from third parties, other than Schwab, as described in “**ITEM 12 – BROKERAGE PRACTICES**” beginning on page 19, for providing investment advice to our clients, including such benefits as sales awards or prizes.

Employees

We have an agreement with our investment adviser representatives in which we pay those employees a percentage of assets under management for soliciting and/or servicing our clients. Our representatives are paid out of the normal and customary fee schedule charged by us, which does not result in an increase of our fee to you. If our investment adviser representative recommends that you transfer assets to us to manage, the recommendation involves a conflict of interest if you accept the recommendation. GEM Asset and our representative earn a fee on the market value of the transferred assets which would not be earned if the money were not placed under our management. We seek to make a reasonable inquiry into the client's investment objectives so that we have a reasonable belief that the advice we provide is in the best interest of the client, based on the specific client's objectives.

Item 15 – Custody

We do not maintain custody of client assets. Rather, each client appoints a qualified custodian to take possession of all client funds and securities. We do not accept cash, third-party checks, or securities. We have procedures in place to direct employees regarding the inadvertent receipt of any client funds or securities. Nevertheless, we are deemed to have custody when we are authorized, by the client, to directly debit our advisory fees from the client's custodian account. We are also deemed to have custody when a client establishes a letter of instruction or other asset transfer authorization arrangement with their qualified custodian, authorizing us to disburse funds to one or more third parties specifically designated by the client.

You will receive statements from the qualified custodian that holds and maintains your investment assets at least quarterly. Our statements may vary from custodial statements due to items such as the timing of posting and settlement of transactions, reporting dates, or valuation methodologies of certain securities. You should notify us promptly if you do not receive statements from all your account custodian(s) on at least a quarterly basis. We urge you to carefully compare the account balances and positions contained in the official custodial records to the balances reflected on your statement received directly from us, as described in the “**ITEM 13 – REVIEW OF ACCOUNTS**” beginning on page 23. If you have any questions or believe there are inconsistencies with these statements, please contact us or the account custodian.

Item 16 – Investment Discretion

We generally receive discretionary authority in writing from clients at the outset of an advisory relationship in the investment management agreement. If you choose to give us discretionary authority, you grant us the ability to determine, without obtaining your specific consent, the securities to purchase or sell for your portfolio, and the amount of securities to be purchased or sold. In all cases, however, such discretion is to be exercised in a manner consistent with your stated investment objectives for your account and by considering the size of your account and your risk tolerance.

In addition, you may sign an agreement with your custodian, which generally includes a limited power of attorney granting us authority to direct and implement the investment and reinvestment of your assets within your account, but not direct the assets outside of your account.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, we do not have, and will not accept, any authority to vote proxies on advisory clients' behalf. Clients retain the responsibility for receiving and voting proxies from their custodian or transfer agent for any and all securities maintained in their portfolios. We do not provide advice to clients regarding proxy voting.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients, have not been the subject of a bankruptcy proceeding, and do not require prepayment of more than \$1,200 in fees per client, six months or more in advance.

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Exhibit

Item 2 – Material Changes

Under the Amendments to the Form ADV that was published by the Securities and Exchange Commission (“SEC”), we may provide you with this summary of Material Changes dated March 30, 2026, detailing any material changes that we made to our Brochure since the last annual update March 7, 2025, in lieu of sending a full copy of our Brochure to all our clients. In addition to the change identified below, we have made certain other non-material changes throughout the Brochure to improve readability and consistency.

Item 4 – Advisory Business

We expanded our disclosure regarding advice to retirement investors, including conflicts related to rollover recommendations and our compliance with applicable fiduciary standards. In addition, we added and enhanced disclosure regarding services to held-away accounts, including our use of a third-party platform and the related operational and cybersecurity risks.

We also added new disclosure describing our use of unaffiliated sub-advisers (“Independent Managers”), including how assets may be allocated to them, the use of its proprietary models, and our ongoing oversight of those managers.

Item 5 – Fees and Compensation

We clarified that our advisory fees apply to assets in held-away accounts and to assets managed by Independent Managers. We added detailed disclosure regarding the fees charged by Independent Managers, including model-based fee schedules, tiered pricing, and a collateral management fee of up to 0.15% annually.

We also updated our financial planning fee disclosure to clarify that planning fees may be credited if a client later engages us for investment management services. In addition, we enhanced our disclosure regarding billing practices, including direct fee deduction, the potential liquidation of assets to pay fees, and billing procedures for held-away accounts.

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

We expanded our risk disclosures to include additional discussion of data source risk, cybersecurity risk, and risks associated with third-party platforms.

We also added disclosure encouraging clients to review the Independent Manager’s Form ADV Part 2A and related materials describing the risks of proprietary models.

Item 12 – Brokerage Practices

We enhanced our disclosure regarding our relationship with Charles Schwab & Co., Inc., including a more detailed description of the services we receive, the related conflicts of interest, and our best execution considerations.

GEM Asset Management, LLC's Brochure may be requested by contacting Steve Alexandrowski, Chief Compliance Officer, at 734-737-9108 or Steve@GEMAsset.net.

Additional information about GEM Asset Management, LLC is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with the firm who are registered, or are required to be registered, as investment adviser representatives of GEM Asset Management, LLC.