



Item 1: Cover Page

March 13, 2026

# Form ADV Part 2A

## INVESTMENT ADVISER DISCLOSURE STATEMENT

### Tapa Private Wealth Inc.

912 Drew St Ste 202 Clearwater, FL 33755

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This brochure provides information about the qualifications and business practices of Tapa Private Wealth Inc. If you have any questions about the contents of this brochure, please contact us at 646-662-7061, or by email at [info@tapaprivatewealth.com](mailto:info@tapaprivatewealth.com). 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. Any reference to or use of the terms "registered investment adviser" or "registered," does not imply that Tapa Private Wealth Inc. or any person associated with Tapa Private Wealth Inc. has achieved a certain level of skill or training. Additional information about Tapa Private Wealth Inc. is available on the SEC's official website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2: Material Changes

### Annual Update

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of Tapa Private Wealth Inc. ("TPW") Brochure.

### Material Changes since the Last Update

Since the last accepted version of this brochure on October 9, 2025, the following have been updated:

- Item 4 (Advisory Business)
  - *Investment Advisory Services:*
    - TPW renamed its "Portfolio Management Services" to "Investment Advisory Services" to align with industry-standard terminology. This is a naming change only; the scope, nature, and delivery of the service described in Item 4 remain unchanged.
    - TPW moved the detailed description of TPW's discretionary trading authority—how it is granted through the Investment Advisory Agreement and custodian Limited Power of Attorney, how client restrictions are reflected in the IPS, and that TPW can place trades without prior approval in discretionary accounts—out of Item 4 and consolidated it into Item 16 (Investment Discretion).
  - *Financial Planning and Consulting Services:*
    - This service has been updated to be offered in either of two formats: Financial Planning (one-time or renewing periodically) or Financial Consulting (one-time only).
    - This service has been updated to include insurance analysis and planning, trust and estate advisory and coordination with legal professionals, education planning; and divorce and separation planning.
  - *Tax Preparation and Filing Services:*
    - TPW renamed its "Tax Preparation and Filing Services" to "Tax Preparation Services" to align with industry-standard terminology. This is a naming change only; the scope, nature, and delivery of the service described in Item 4 remain unchanged.
    - Tax preparation services may include strategic federal and state tax analysis and planning, IRS notice assistance, and year-round Q&A.
  - *Assets Under Management:* AUM "as-of" date updated. Figures remain \$0 AUM with an updated as-of date.

- Item 5 (Fees and Compensation)
  - *Investment Advisory Service Fees:* The section has been expanded to provide greater transparency on fee-deduction procedures and custody safeguards, ensuring clients understand how fees are calculated, deducted, and safeguarded.
  - *Financial Planning and Consulting Service Fees:* Clarified that services may be billed hourly in advance or arrears, renewal terms, how refunds of any unearned prepaid amounts are handled, and TPW does not accept prepayment of fees in excess of \$500 more than six months in advance of services rendered in accordance with the Florida Administrative Code.
  - *Tax Preparation Service Fees:* The section has been expanded to provide greater transparency on fee-deduction procedures and custody safeguards, ensuring clients understand how fees are calculated, deducted, and TPW does not accept prepayment of fees in excess of \$500 more than six months in advance of services rendered in accordance with the Florida Administrative Code.
- Item 8 (Methods of Analysis, Investment Strategies and Risk of Loss)
  - *Investment Strategies:* The section has been updated to clarify that TPW develops a tailored investment strategy and allocation for clients — based on their stated objectives, risk tolerance, time horizon, overall financial situation, liquidity needs, any specific restrictions, and other suitability factors
- Item 10 (Other Financial Industry Activities and Affiliations)
  - TPW has moved the disclosure of the family referral arrangement between TPW's CEO, Gurkan Tapa, and Elite Consulting LA Inc. (a bookkeeping and tax-preparation firm owned by his spouse), including the related conflict of interest and how TPW addresses it, from Item 14 to this item.
- Item 11 (Code of Ethics, Participation or Interest in Client Transactions and Personal Trading)
  - TPW renamed its "Participation and Material Financial Interest in Client Transactions" section's title to "Firm's Participation and Material Financial Interest in Client Transactions" to make clearer what the section is about. This is a title change only; the substance of the section remains unchanged.
  - TPW renamed its "Personal Investing in the Same Securities The Firm Recommends" section's title to "Firm's Investments in the Same Securities It Recommends to Clients" to make clearer what the section is about. This is a title change only; the substance of the section remains unchanged.
  - TPW renamed its "Personal Trading at or About the Same Time as Client Trades" section's title to "Firm's Own Trading at or About the Same Time as Client Trades" to make clearer what the section is about. This is a title change only; the substance of the section remains unchanged.
- Item 12 (Brokerage Practices)
  - TPW renamed its "Client Referrals" section's title to "Brokerage For Client Referrals" to make clearer what the section is about. This is a title change only; the substance of the section remains unchanged.

- TPW renamed its “Directed Brokerage” section’s title to Client Directed Brokerage to make clearer what the section is about. This is a title change only; the substance of the section remains unchanged.
- Item 13 (Review of Accounts)
  - TPW updated to clarify that the frequency and nature of account reviews, trigger events for additional reviews, and the content and frequency of written reports are all determined by each client’s Investment Policy Statement.
- Item 14 (Client Referrals and Other Compensation)
  - Updated to clarify that TPW does not receive cash payments, sales awards, or similar promotional compensation from non-clients for providing advisory services, except for certain brokerage and research-related (soft dollar) benefits described under “Brokerage Practices” in Item 12.
- Item 15 (Custody)
  - Expanded to distinguish custody treatment for investment advisory, financial planning/consulting, and tax preparation services; confirms TPW is deemed to have custody only due to fee-deduction authority for investment advisory services and the prepayments for planning and tax services are structured so TPW does not otherwise hold or control client funds or securities.
- Item 16 (Investment Discretion)
  - Clarified that discretionary authority applies only to investment advisory accounts pursuant to the Investment Advisory Agreement and custodian Limited Power of Attorney after an Investment Policy Statement is agreed, and that financial planning/consulting and tax preparation services are provided strictly on a non-discretionary basis, with clients able to impose or modify written investment restrictions at any time.
- Item 17 (Voting Client Securities)
  - An explicit sentence has been added to clearly state that clients are expected to vote their own proxies.
- Item 18 (Financial Information)
  - Updated to add that TPW may receive advance fees for advisory, planning, and tax services but does not accept prepayments over \$500 per client more than six months in advance and does not maintain custody in a way that would trigger Florida’s minimum net capital and audited financial statement requirement.

To receive a complete copy of Firm’s Firm Brochure, please contact TPW by telephone at 646-662-7061 or by email at [info@tapprivatewealth.com](mailto:info@tapprivatewealth.com)

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## Item 4: Tapa Private Wealth Inc's Advisory Business

### Introduction

Tapa Private Wealth Inc. was founded in 2025 by Gurkan Tapa and is a newly formed investment adviser, organized as an S-Corporation under the laws of the State of Florida. Its principal place of business is located in Clearwater, Florida.

As used in this brochure, the word "TPW" refers to Tapa Private Wealth Inc. and the words "you" and "your" refer to you as either a client or prospective client of Tapa Private Wealth Inc.

### Principal Owners

Tapa Private Wealth Inc. is owned solely by Gurkan Tapa, Principal and Chief Executive Officer.

### Services Offered by Tapa Private Wealth Inc

The advisory services TPW offers include Investment Advisory Services, Financial Planning and Consulting Services, and Tax Preparation Services as explained further below.

### Investment Advisory Services

TPW offers ongoing discretionary investment advisory services based on your individual goals, objectives, time horizon, and risk tolerance. Through face-to-face online conferences and, if possible, in-person discussions, TPW gathers your financial information, assesses your goals and risk tolerance to develop an Investment Policy Statement ("IPS") designed for you. This IPS guides the management of your portfolio. Once TPW and you together establish an investment strategy aligned with your IPS, TPW monitors and manages your portfolio on an ongoing basis.

TPW provides these services solely on a discretionary basis. Discretionary investment advisory services mean, upon authorization, your portfolio's ongoing supervision and management will be TPW's responsibility. This authority allows TPW to decide on specific securities, the quantity of the securities, and place buy or sell orders for your account without contacting or obtaining your approval for each transaction.

TPW does not offer non-discretionary investment advisory services. By contrast, non-discretionary investment advisory means that an adviser firm must obtain your approval before placing any transactions in your account.

TPW does not offer investment advisory services on a non-discretionary basis for these reasons:

- Slower decision-making - Every trade or change must be approved by you, so you may miss timely market opportunities.
- Communication risks - Misunderstandings between you and the manager can result in inappropriate trades.
- Higher time commitment - You need to review recommendations and respond, which can be burdensome if you're busy.

TPW does not limit its advice to specific types of investments, though portfolio composition will vary based on your specific risk tolerance.

TPW tailors its investment advisory services to your individual needs. You may impose reasonable restrictions on TPW on investing in certain securities, types of securities or industries. Common limitations include prohibiting certain asset classes (e.g., derivatives or alternative investments), enforcing environmental, social, and governance (ESG) screens, capping exposure to any single issuer or sector, or specifying minimum cash reserves.

TPW encourages you to discuss your portfolio on a regular basis and, if applicable, your other tax and financial plans.

### **Financial Planning and Consulting Services**

TPW offers non-discretionary financial planning and consulting in two formats:

(1) Financial Planning Services – TPW provides advice on the financial areas selected by CLIENT and prepares a written financial plan, analysis, and/or report. This Service may be provided as a one-time engagement or as an ongoing service renewing semi-annually or annually.

(2) Financial Consulting Services – TPW provides one-time financial consulting, which includes advice on the financial areas selected by CLIENT. A written financial plan, analysis, and/or report may or may not be provided.

These services are under the Financial Planning and Consulting Services Agreement (“FPCSA”). The FPCSA you sign with TPW does not grant any discretionary authority. TPW cannot implement any part of a financial plan or execute a business management decision on your behalf without your prior approval.

Any discretionary authority over client accounts is only granted under a separate, signed Investment Advisory Agreement specifically for TPW’s Investment Advisory Services.

TPW’s Financial Planning and Consulting Services typically involve a variety of financial areas regarding the analysis of your financial resources, objectives and needs, which include:

- Investment Consulting, Portfolio analysis, and Planning (no trading authority)
- Strategic federal and state tax analysis and planning
- Business Consulting
- Risk, Budgeting and Cash Flow Analysis
- Insurance Analysis
- Retirement Planning
- Trust Advisory and Coordination with Legal Professionals

- Estate Advisory and Coordination with Legal Professionals
- Education Planning
- Divorce and Separation Planning

TPW provides education on trust and estate planning areas, coordinates with clients' legal professionals regarding the creation of trust and estate planning documents, and analyzes the financial and tax implications of planning strategies. TPW does not provide legal advice or draft legal trust and estate documents.

All financial planning and consulting services shall be completed no later than six (6) months from engagement.

Gurkan Tapa, the Chief Executive Officer of Tapa Private Wealth Inc., is also an active Enrolled Agent authorized to represent clients before the IRS.

### **Tax Preparation Services**

TPW also offers personal and business tax preparation as a separate service from its Investment Advisory and Financial Planning and Consulting Services.

TPW's tax preparation services may include:

- Strategic federal and state tax analysis and planning
- IRS notice assistance
- Year-round Q&A

TPW is dedicated to maintaining up-to-date expertise in federal and state tax laws, ensuring clients receive accurate and timely filings.

TPW continuously monitors and adapts to evolving tax regulations, including emerging areas such as digital assets and cryptocurrency taxation, to help clients stay compliant.

### **Wrap Fee Program**

TPW does not participate in wrap fee programs.

### **Assets Under Management**

As a newly formed adviser, Tapa Private Wealth Inc. manages \$0 in discretionary and \$0 in non-discretionary assets as of 3/13/2026.

## Item 5: Fees and Compensation

### Investment Advisory Service Fees

TPW bases its investment advisory service fees on the market value of assets under management ("AUM"), calculated using the average daily balance during each calendar quarter.

The fees are not blended; the rate corresponding to CLIENT's total account value applies to the entire balance. However, fees are negotiable, and TPW and the Client may agree to a different rate for a given AUM tier: AUM size-based investment advisory service fees are calculated at annualized AUM rate using the market value of assets under management as of the end of each quarter, billed in arrears quarterly. In addition to TPW's quarterly advisory fees, TPW will bill a one-time setup fee of one hundred dollars (\$100), and, if applicable, one-time termination fee of one hundred dollars (\$100) permitted under the governing investment advisory agreement.

TPW maintains the following default fee schedule based on AUM:

Assets Under Management (AUM)	Annualized Rate (%)
\$50,000 - \$499,999	1.00%
\$500,000 - \$999,999	0.90%
\$1,000,000 - \$2,999,999	0.80%
\$3,000,000 - \$4,999,999	0.60%
\$5,000,000 and above	Negotiable

TPW will instruct your qualified custodian to deduct quarterly its advisory fees, setup fee and applicable termination fees directly from your account(s) and remit such fees to TPW. When doing so, TPW complies with the Florida safekeeping and custody requirements under Rule 69W-600.0132(2)(a)–(d), F.A.C. To safeguard your assets, TPW implements the following procedures:

- Written Authorization by TPW's Advisory Fee Deduction Authorization form. TPW obtains and maintains your written consent allowing the deduction of advisory fees from your account(s).
- Concurrent Notices/Invoices. Each time a fee is deducted:
  - TPW sends the qualified custodian an invoice specifying the amount to be withdrawn; and
  - TPW sends you an itemized invoice showing the calculation formula, assets under management on which the fee is based, and the time period covered.

Although TPW may be deemed to have custody solely due to this authority, TPW does not otherwise hold client funds or securities.

If any fees are requested in advance, any unearned portion shall be refunded on a pro-rata basis within fifteen (15) business days of termination or cancellation, with such refund to be made by ACH transfer or check.

Your qualified custodian sends you the account statements at least quarterly that reflect all transactions, including the deduction of TPW's advisory fees. You should compare these statements to TPW's invoices.

You will also reimburse TPW for reasonable out-of-pocket expenses incurred on your behalf. Expenses over \$500 require your prior written approval and will be billed to you separately from TPW's advisory fees within 30 days, with supporting documentation. These reimbursable expenses will not be deducted from your account and are not covered by any Advisory Fee Deduction Authorization you sign.

You will also incur certain additional fees and expenses that are not charged by TPW but may be assessed by third parties in connection with the establishment and maintenance of your account. These include, but are not limited to:

*Custodian Fees* – Qualified financial institutions (often the broker-dealer) charges safekeeping fees, account maintenance fees, wire transfer fees, and other administrative service fees for holding assets.

*Broker-Dealer Fees* – These are costs associated with executing trades in your account, such as commissions, exchange fees, and trade transaction costs. Please see Item 12 – Brokerage Practices for details.

*Fund Expenses* – Mutual funds and exchange-traded funds (ETFs) charge their own internal management fees and operating expenses to their shareholders. These fees are described in each fund's prospectus. These are not billed directly to you but are deducted from the fund's assets, thereby reducing their overall return.

These third-party fees are separate from, and in addition to, both the advisory fees and the setup fee charged by TPW.

Also, TPW will assess a separate termination fee of one hundred dollars (\$100), and in addition, the Client shall be responsible for advisory fees accrued through the effective date of termination, with any unpaid amounts becoming immediately due and payable.

You may be able to obtain services comparable to ours for a lower fee from other investment advisers.

TPW and its supervised persons are not compensated through commissions, including asset-based sales charges or 12b-1 fees from mutual funds.

You may invest in mutual funds or exchange-traded funds directly without engaging TPW. By investing directly, you would not receive TPW advisory services. TPW advises you to review the fees charged by the funds in conjunction with Firm's advisory fee to fully understand their total investment costs.

### **Financial Planning and Consulting Service Fees**

Fees for Financial Consulting service format are billed at an hourly rate of \$100 per hour, and may be billed in advance or in arrears.

Fees for Financial Planning and Consulting service format are also billed at an hourly rate of \$100 per hour, and may be billed in advance or in arrears.

TPW does not accept prepayment of fees in excess of \$500 more than six months in advance of services rendered in accordance with the Florida Administrative Code. Regardless of service formats, financial planning and consulting fees are not negotiable.

Payment methods fees may be billed directly from your account or paid via credit card through a secure third-party vendor. If paying by credit card, you authorize TPW to charge the fee and understand they may be responsible for any processing fees charged by the vendor.

If elected in the FPCSA, financial planning services may be structured as an ongoing engagement that renews annually. A new FPCSA must be signed if services or fees change; otherwise, the engagement renews for the same services and fees.

TPW does not charge separate setup or termination fees; you are responsible only for TPW's earned service fees through the effective date of termination.

For fees paid in advance, any unearned portion will be refunded on a pro-rata basis within fifteen (15) business days of termination. For fees paid in arrears, the Client is responsible for the pro-rated fee accrued through the effective date of termination.

### **Tax Preparation Service Fees**

Before TPW provides you with a final tax preparation fee quote and you engage TPW by signing TPW's tax preparation agreement, TPW first reviews your current situation. This helps TPW see whether your return is straightforward or has more complex items, which may include, but are not limited to:

- Multi-state or complex state tax returns (e.g., NY, CA, NJ)
- Depreciation and fixed asset schedules
- Foreign income and foreign asset reporting (e.g., Forms 1116, 8938, 114/FBAR)
- Multiple businesses, rentals, K-1s, equity compensation, or other complex items
- High volume of capital gain or loss transactions
- Partnership or trust interests

TPW offers three tax service packages designed to meet different client needs:

- Filing Only Package is designed for clients who only need an annual tax return prepared and filed and do not require ongoing tax support during the year.
- Filing + Support Package is designed for clients who want ongoing access to TPW’s tax professional throughout the year and may be ideal for small business owners.
- Filing + Planning Package is designed for clients who want more proactive tax strategy support, including annual tax planning.

The Filing Only Package is billed in arrears and requires no upfront deposit. The Filing + Support and Filing + Planning Packages require an upfront deposit of \$450.

TPW’s typical starting fees, deposit requirements, and package features are:

Service	Filing Only	Filing + Support	Filing + Planning
Personal Tax Return – Starting Fee	\$650	\$950	\$1,250
Single-Entity Business (Partnership, S Corporation, C Corporation or LLC) Tax Return – Starting fee	\$1,200	\$1,500	\$1,800
Upfront Deposit	No Upfront Deposit	\$450	\$450
Features			
Tax Return Preparation	Included	Included	Included
Tax Return Review	-	Included	Included
Tax Authority Notice Assistance	-	Included	Included
Year-round Q&A	-	-	Included
Annual Tax Planning	-	-	Included

The term “starting fee” refers to the amount TPW generally charges for preparing and filing a standard return of that type with average complexity. It is a baseline for determining your final tax preparation fee. It is not a guaranteed or maximum charge.

Based on the initial review, TPW may quote you a final tax preparation fee lower than the starting fee for simpler engagements or higher than the starting fee for engagements that require more forms, more schedules, or greater overall complexity.

TPW's tax preparation fees that are quoted to you before they become final are negotiable.

If the final tax preparation fee is negotiated between you and TPW, that agreed amount will be documented in the Tax Engagement Letter and signed by both parties before TPW begins tax preparation. The final tax preparation fee reflects a mutually agreed rate based on the complexity, scope, and estimated time required for the engagement.

After any applicable \$450 upfront deposit is credited, the remainder of the final tax preparation fee is due before TPW electronically files your return(s), when your draft returns are ready for you to review before filing with the relevant tax authorities. TPW does not charge fees based on the size of your refund.

TPW does not accept prepayment of fees in excess of \$500 more than six months in advance of services rendered in accordance with the Florida Administrative Code.

If any fees are requested in advance, any unearned portion shall be refunded on a pro-rata basis within fifteen (15) business days of termination or cancellation, with such refund to be made by ACH transfer or check.

TPW does not charge any separate setup and termination fees.

Upon receipt of appropriate and timely documentation, you shall reimburse TPW for all reasonable expenses that have been incurred by TPW in the performances of services agreed in TPW's Tax Engagement Letter.

## **Item 6: Performance-Based Fees and Side-By-Side Management**

"Performance-Based Fees" are fees that include a percentage of the capital gains or capital appreciation of client investments. TPW does not charge performance-based fees.

"Side-by-Side Management" refers to the management of multiple accounts with similar investment strategies and different fee structures. An adviser with side-by-side management has an incentive to allocate better performing assets to the performance-based fee accounts rather than fixed or asset-based fee accounts because the adviser stands to earn a larger fee.

Because TPW does not charge performance-based fees, side-by-side management conflicts do not apply to TPA. TPW does not participate in side-by-side management of your accounts with performance-based fee accounts.

## **Item 7: Types of Clients**

### **Type of Clients**

TPW provides advisory services to individuals, small businesses and institutions.

## Account Minimums

TPW requires a minimum of \$50,000 to open an investment advisory services account.

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

### Methods of Analysis

TPW uses a variety of methods of security and portfolio analysis to select investments in managing your assets, including, as applicable:

*Correlation Analysis* – Involving the analysis of the historical performance relationship between two or more securities, or asset classes. High correlation between securities and asset classes in a portfolio leads to increased risk.

*Valuation Analysis* – Monitoring the current valuation of an investment relative to its historical average valuation as well as relative to the valuations of other investments or categories of investments over various time periods. It helps TPW identify intermediate-term opportunities by identifying assets that appear temporarily undervalued (a potential buy) or overvalued (a potential sell).

*Volatility Analysis* – By quantifying the potential for price fluctuations, volatility analysis helps TPW assess the risk of their investments. This is fundamental to determining position sizes, and implementing hedging strategies.

*Macroeconomic Sensitivity Analysis* – Examining how the portfolio responds to economic changes (interest rates, inflation, economic growth).

*Stress Testing and Scenario Analysis* – Simulating extreme market conditions (e.g., recessions, crashes) to assess portfolio resilience.

*Fundamental Analysis* – Evaluating revenues, earnings, return on equity, and profits margins to determine underlying value and potential growth.

*Cyclical Analysis* – Assessing how economic and market cycles may impact asset prices and sectors over time.

### Investment Strategies

TPW has experience in researching and investing in all types of securities and derivatives, including common and preferred stocks, government and corporate fixed-income securities, commodities, digital assets, foreign investments. Derivatives, such as options, futures and volatility ETFs, can be used as insurance for your portfolio and as opportunistic tools to capitalize on short-term market movements.

TPW provides access to alternative investment strategies—such as hedge funds, private equity, private creditor or similar pooled investments—exclusively for accredited or qualified investors. These investments are typically structured as pooled funds and are managed by third-party sponsors or in collaboration with TPW.

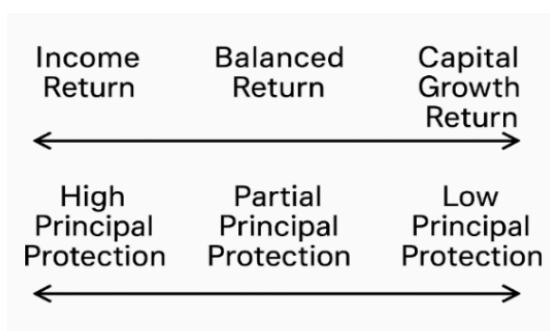
To support your financial objectives, TPW may provide you with general, non-binding informational materials that describe its investment philosophies, methodologies, or strategic frameworks. These materials are for educational purposes only, are subject to change without notice, and do not form part of your Investment Policy Statement ("IPS") or your Investment Advisory Agreement with TPW.

TPW develops an investment strategy and allocation for you based on your stated objectives, risk tolerance, time horizon, overall financial situation, liquidity needs, any specific restrictions, Environmental, Social, and Governance (ESG) factors, and other suitability factors discussed during consultations between you and TPW. TPW documents these in your IPS.

## Risks of Loss

TPW puts the interest of you first and continuously strives to minimize investment risks. However, in the world of finance, all investment strategies involve inherent risk of loss that are borne by the investor. Your selected investment strategies will present a variety of risks that you should be prepared to bear depending on whether a strategy is structured for income, capital growth, or a combination of both. While it is not possible to identify every conceivable risk, this brochure outlines the most common types of risk exposures you may encounter.

Financial instruments have two main types of return on your investment: income (dividends and interest income) and capital growth.



Income-oriented instruments are particularly susceptible to risks, including, but not limited to:

*Interest-rate Risk* – When interest rates rise in the market, newly issued debt-securities, such as bonds and notes, offer more attractive yields. This can cause the market value of existing, lower-yielding bonds to fall.

*Inflation Risk* – Inflation erodes the purchasing power of your money. A dollar tomorrow may not buy as much as a dollar today. If the rate of inflation is higher than your investment's return, the real value of your earnings decreases.

*Credit/Default Risk* – There is a possibility that the issuer of a bond or other debt instrument may be unable to make its promised interest payments or repay the principal amount at maturity.

*Dividend Cut Risk* – Companies are not obligated to pay dividends to their shareholders. A company may reduce or eliminate its dividend payments, which would decrease the income you receive from that investment.

*Reinvestment Risk* – When your bonds mature or are called, you may have to reinvest that principal at a lower interest rate, resulting in less income than you were previously receiving.

*Call/Prepayment Risk* – Some bonds have a provision that allows the issuer to repay the principal before the maturity date. This is more likely to happen when interest rates have fallen, forcing you to reinvest at a less favorable rate.

Capital growth-oriented instruments are particularly exposed to risks, including, but not limited to:

*Market Risk* – The prices of securities can rise and fall due to broad market trends and external events. Political, economic, and social conditions can all impact the overall market, affecting the value of your investments regardless of a specific company's performance.

*Valuation Risk* – Growth companies are often priced with high expectations for future earnings. If these companies fail to meet those ambitious goals, or if their business plans falter, their stock prices can fall sharply to a more realistic level. These may be newer or smaller companies that can experience greater price swings than more established corporations.

*Business Risk* – It's the possibility that a specific company will fail to perform due to internal challenges or industry-wide problems.

Both income-oriented instruments and capital growth-oriented instruments are particularly exposed to risks, including, but not limited to:

*Macroeconomic Risk* – Recessions, stagflation, or geopolitical crises can negatively affect nearly all asset classes.

*Policy/Political Risk* – Government actions can have a significant impact on your investments. Changes in tax laws, the initiation of trade wars, or shifts in central bank policy can all influence returns.

*Regulatory Risk* – New or changed regulations can impact a company's or an industry's profitability and, consequently, the value of their securities.

*Liquidity Risk* – This is the risk that you may not be able to sell an investment quickly for a fair price. While some investments may be more difficult to sell, potentially forcing you to sell at a loss if you need immediate access to your funds.

## **Item 9: Disciplinary Information**

There are no material legal or disciplinary events to disclose that would be material to your evaluation of TPW or the integrity of its management.

## Item 10: Other Financial Industry Activities and Affiliations

*Broker-dealer / FCM / CPO / CTA Registration* – Neither TPW nor any management person is registered, or has an application pending, as a broker-dealer or registered representative, or a futures commission merchant, commodity pool operator, commodity trading adviser, or associated person of the foregoing.

*Material relationships with related persons* – Except as described below, TPW and its management persons do not have any relationship or arrangement that is material to the advisory business or to clients with any related person, including a broker-dealer, investment company, other investment adviser, bank or thrift institution, accountant, attorney, insurance agency or company, pension consultant, real estate broker or dealer, or sponsor of limited partnerships..

Family referral arrangement - Tapa Private Wealth Inc.'s Chief Executive Officer, Gurkan Tapa, is married to the sole owner of Elite Consulting LA Inc., an independent bookkeeping and tax-preparation firm. Gurkan Tapa also serves as a tax strategist and preparer at Elite Consulting LA Inc. From time to time, TPW may refer clients who need bookkeeping or controller support to Elite Consulting LA Inc. Although TPW receives no fee-sharing, gifts, or other remuneration for these referrals, the combination of the marital relationship and Mr. Tapa's employment creates a conflict of interest because household finances and personal income may benefit indirectly if the client engages Elite Consulting LA Inc.

TPW addresses this conflict by (i) disclosing both the marital and employment relationship in this brochure and at the time of any referral, (ii) reminding you that you are under no obligation to use Elite Consulting LA Inc. and may choose any other bookkeeper or controller, and (iii) making such referrals only when TPW reasonably believes the services are in your best interest and documenting that determination in your file.

*Recommendation or selection of other investment advisers* – TPW does not recommend or select other investment advisers for clients and receives no direct or indirect compensation from any adviser. Consequently, no material conflict of interest arises under this item.

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

### Code of Ethics

TPW has adopted a written Code of Ethics that meets the requirements of Florida Administrative Code Rule 69W-600.0131.

The Code outlines TPW's high standards of business conduct, and its obligation to act in its clients' best interests.

The employees of TPW must acknowledge the terms of the Code of Ethics at least annually. Any individual not in compliance with the Code of Ethics may be subject to termination.

A copy of the Code of Ethics is available to any client or prospective client upon request.

## **Firm's Participation and Material Financial Interest in Client Transactions**

Neither TPW nor any related person acts as principal or has any material financial interest in securities transactions with clients.

TPW does not buy securities from, or sell securities to, clients; and TPW does not sponsor or advise any pooled investment vehicle that TPW recommends to clients.

If that ever changes, including the possibility of principal or cross trades, TPW will obtain client consent and amend this brochure before engaging in such activity.

## **Firm's Investments in the Same Securities It Recommends to Clients**

At TPW, the employees are allowed to personally buy or sell the same investments they recommend to TPW's clients.

However, TPW has the following rules:

- *No Insider Information* – Employees cannot use private information learned on the job to make personal trades. Your financial interests always come before the employees' own financial interests.
- *Monitoring Employee Trades* – TPW keeps a list of all personal investments Firm's key employees hold, and the CEO, Gurkan Tapa, reviews it regularly to ensure fairness.
- *TPW Obeys the Law* – All team members must follow all federal and state regulations.
- *Strict Consequences* – Any employee who breaks these rules may be subject to termination.

These rules are part of TPW's Code of Ethics, which is built on the core principles of integrity, honesty, and trust.

## **Firm's Own Trading at or About the Same Time as Client Trades**

TPW has a strict "Clients First" policy to prevent any conflicts of interest: An employee is never allowed to act on an investment idea for their own account before Firm's clients have had the chance to act. This ensures TPW's employees cannot personally profit from the trades they make on clients' behalf.

## **Item 12: Brokerage Practices**

### **Selecting Brokerage Firms and Custodians**

When you authorize TPW to choose the broker-dealer and custodian for your account, TPW generally recommends that your assets be held and your trades executed at a qualified custodian, such as, Charles Schwab & Co., Inc or Fidelity Investments. TPW reaches that recommendation after weighing several factors: their financial strength, their record for accurate and timely trade execution, their ability to resolve trade errors quickly, the breadth of their trading desks for equities, fixed-income and options, the quality of their online

custody platform and reporting tools, and their commission and fee schedule relative to published industry benchmarks.

Although TPW seeks the lowest total cost consistent with these qualitative considerations, achieving the absolute lowest commission is not TPW's sole objective; TPW will pay a slightly higher commission when, in TPW's judgment, the overall value of services and execution quality justifies the cost.

TPW monitors Charles Schwab & Co., Inc and Fidelity Investment pricing at least annually, comparing their published schedules and TPW's actual ticket costs with those of other national custodians, and documents the results in TPW's best-execution review.

### **Soft Dollar Benefits**

TPW does not maintain any formal or informal "soft dollar" arrangements. TPW does, however, receive certain services from any broker-dealer or custodian—such as access to its trading platform, portfolio accounting software, research interfaces and practice-management support—at no direct charge.

TPW may have an incentive to recommend Charles Schwab & Co., Inc or Fidelity Investment based on the services they provide to TPW, rather than solely on the interest of clients in receiving the most favorable execution. TPW believes that most of these tools fall within the safe-harbor for brokerage and research services under Section 28(e) of the Securities Exchange Act of 1934, because they help TPW make investment decisions and execute client trades.

The cost of these services is not linked to any promise that TPW will send any custodian a particular volume of trades, and during the last fiscal year TPW did not direct transactions or "pay up" by accepting higher commissions to obtain additional services.

All clients benefit from the efficiencies these tools provide, regardless of the level of commissions their own accounts generate, and TPW does not attempt to allocate soft dollar benefits proportionately among accounts.

### **Brokerage For Client Referrals**

TPW does not accept cash or non-cash compensation, client referrals or other consideration from any broker-dealer or custodian in exchange for selecting or recommending that broker-dealer or custodian. Because no referral arrangement is in place, TPW's choice of Charles Schwab & Co., Inc or Fidelity Investment is based solely on the execution and custody factors described above, not on any expectation of receiving new clients.

### **Client Directed Brokerage**

You may direct TPW to use a particular broker-dealer to execute some or all transactions for you. If you prefer to direct TPW to a different broker-dealer, TPW will evaluate the operational feasibility of your request. If TPW accepts a directed-brokerage instruction, you should understand that TPW may be unable to negotiate commissions or obtain the same execution speed and pricing available through the Firm's primary choice of broker-dealers. These limitations can result in higher overall trading costs or less favorable prices. TPW retains

the right to decline a directed-brokerage request if TPW believes it would materially impair Firm's duty of best execution, and TPW reviews each directed order for execution quality where practicable.

TPW is independently owned and operated and has no affiliation, revenue-sharing agreement or other economic relationship with any custodian or any other broker-dealer that would create a material conflict of interest. TPW strives at all times to place your interests first, and TPW's internal compliance procedures require TPW to revisit the factors above—service quality, cost, and the absence of improper incentives—when TPW conducts Firm's periodic best-execution reviews.

## **Trade Aggregation**

TPW does not aggregate or block trades.

## **Item 13: Review of Accounts**

### **Periodic Reviews**

TPW periodically reviews investment advisory accounts in accordance with a written Investment Policy Statement ("IPS") designed for you. The IPS sets out the review schedule that you and TPW agree upon (for example, quarterly, semi-annual or annual reviews), as well as the specific goals and risk parameters to be evaluated. Reviews generally include:

- Assessing whether the portfolio remains consistent with your IPS (target asset allocation, risk tolerance, time horizon, and liquidity needs);Evaluating investment performance over the review period in light of your objectives and any agreed reference indices or benchmarks;
- Reviewing significant holdings, sector or issuer concentrations and overall diversification; and
- Confirming that there have been no material changes to your personal or financial circumstances that would require changes to your IPS or portfolio.

These reviews are conducted by the Investment Adviser Representative responsible for your relationship, under TPW's supervision and compliance oversight.

### **Non-Periodic (Trigger-Based) Reviews**

In addition to the periodic reviews described above, TPW may review your investment advisory accounts on a non-scheduled basis when circumstances warrant, as described in your IPS. Factors that may trigger an out-of-cycle review can include, for example:

- Material changes in your financial situation, goals, or risk tolerance (such as retirement, receipt of a large inheritance, sale of a business, or significant change in income or expenses);
- Large deposits to or withdrawals from the account, or changes in your spending or cash-flow needs;
- Requests by you to consider new investment restrictions or preferences;

- Significant market events or unusual volatility affecting your asset allocation relative to IPS targets; or
- Changes in relevant tax laws or regulations that could affect the investment strategy described in your IPS.

The IPS may specify particular events that should prompt a review, and TPW encourages you to notify the firm promptly of any material changes so your IPS and portfolio can be reassessed.

### **TPW Reports to Clients**

Consistent with the schedule described in the IPS designed for you (for example, quarterly, semi-annual or annual), TPW provides written performance and review reports that may include:

- A summary of current holdings and asset allocation versus IPS targets;
- Account performance over selected periods, net of advisory fees, and as compared to any agreed reference indices or benchmarks;
- A summary of contributions, withdrawals and fees; and
- Noted recommendations or changes to the portfolio or IPS arising from the review.

These reports are typically provided in writing (electronically or in hard copy), and are discussed with you during review meetings as provided in the IPS. TPW encourages you to carefully review both the custodian's statements and any reports provided by TPW and to promptly raise any questions or discrepancies.

## **Item 14: Client Referrals and Other Compensation**

### **Other Compensation From Non-Clients**

TPW does not receive any cash payments, sales awards, or similar promotional compensation from non-clients for providing investment advisory services, except for certain brokerage and research-related services that TPW reasonably believes fall within the safe harbor for brokerage and research services under Section 28(e) of the Securities Exchange Act of 1934, as described under "Brokerage Practices" in Item 12 of this brochure.

### **Solicitors**

Neither TPW nor any related person pays cash or non-cash compensation to third-party solicitors for introducing prospective clients. Should TPW enter into such an arrangement in the future, it will comply with SEC Rule 206(4)-1 and all applicable state solicitation or registration requirements, and will provide full written disclosure to affected clients.

## **Item 15: Custody**

### **Investment Advisory Services**

TPW's Investment Advisory Services are provided primarily for client accounts in custody at well-known financial institutions, such as Charles Schwab & Co., Inc or Fidelity Investments.

The custodial agreement is between you and the qualified custodian. TPW does not act as custodian and does not maintain physical possession of your funds or securities. TPW's authority over your account is limited to the authority granted in your agreements and the custodian's account documentation (e.g., trading authorization and fee-deduction authorization).

TPW is deemed to have custody solely due to fee-deduction authority; it does not otherwise have or maintain custody. All client assets are held with independent, qualified custodians. Those custodians send account statements directly to clients at least quarterly—either by mail or by email notification of online posting—and clients should carefully review those statements upon receipt.

In addition, TPW may provide each client with a quarterly performance report summarizing holdings, allocations, and realized gains or losses. Clients are urged to compare the custodial statements they receive with the reports TPW provides to ensure consistency.

The information in TPW's reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. The Custodian's statement is the official record of the account.

While TPW may assist clients in establishing and maintaining custodial relationships, TPW is not responsible for the custodian's actions or omissions under any custodial arrangement.

### **Financial Planning and Consulting Services**

TPW may require or accept fees for its financial planning and consulting services to be paid in advance. Any such prepayments are structured so that TPW does not hold or control client funds or securities in a manner that would cause it to be deemed to have custody under applicable Florida rules.

### **Tax Preparation Services**

TPW may require or accept fees for its tax preparation services to be paid in advance. Any such prepayments are structured so that TPW does not hold or control client funds or securities in a manner that would cause it to be deemed to have custody under applicable Florida rules.

## **Item 16: Investment Discretion**

### **Investment Advisory Services**

TPW accepts discretionary authority to manage securities accounts on behalf of clients. This authority is granted by you through the execution of TPW's Investment Advisory Agreement ("IAA") and the Limited Power of Attorney ("LPOA") form required by your account custodian.

TPW does not exercise discretion until, TPW (i) agrees with you on an Investment Policy Statement ("IPS") that outlines your investment objectives, risk tolerance, target allocations, and rebalancing guidelines; (ii) has you sign the IAA and LPOA; and (iii) confirms account setup with your custodian.

Under this authority, TPW determines which securities to buy or sell and in what quantities without obtaining your prior consent for each transaction.

You may place reasonable limitations on this authority (for example, prohibiting the use of margin or options, or requiring consent for transactions above a specified dollar amount). Any such limitations must be agreed upon in writing and may affect portfolio construction and performance.

Any such limitations must be documented in your IPS and agreed to in writing before trading begins. You may modify these restrictions at any time, provided changes are submitted to TPW in writing.

### **Financial Planning and Consulting Services**

TPW provides its financial planning and consulting services on a non-discretionary basis.

### **Tax Preparation Services**

TPW provides its tax preparation services on a non-discretionary basis.

## **Item 17: Voting Client Securities**

TPW does not vote proxies on securities. Clients are expected to vote for their own proxies.

Clients will receive proxy materials and other solicitations directly from their qualified custodian or the applicable transfer agent, not from TPW.

If a client wishes to discuss a particular proxy or solicit TPW's voting recommendation, they may contact Gurkan Tapa by email at [gurkan@tapaprivatewealth.com](mailto:gurkan@tapaprivatewealth.com) or by calling at (646) 662-7061. Any voting advice provided will be based solely on the client's objectives and the issuer's materials; should a material conflict of interest arise, TPW will disclose it at the time advice is rendered.

## **Item 18: Financial Information**

For its investment advisory services, financial planning and consulting services and tax preparation services, TPW may require or receive fees to be paid in advance. However, TPW does not receive or require prepayment of advisory fees of more than \$500 per client, six (6) months or more in advance, and does not maintain

custody of client funds or securities in a manner that would trigger the \$25,000 minimum net capital requirement and the related audited financial statement requirements under applicable Florida rules.

TPW is not aware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to clients.

Neither TPW nor any of its management persons has been the subject of a bankruptcy petition at any time during the past ten (10) years.

## **Item 19: Requirements for State-Registered Advisers**

- A. Gurkan Tapa, Chief Executive Officer and Chief Compliance Officer of Tapa Private Wealth Inc., is TPW's sole management person. His formal education and business background are detailed in the Part 2B Brochure Supplement, which is attached to this Brochure.
- B. In addition to providing investment advice and financial consulting, Gurkan Tapa is engaged in tax preparation, and tax consulting services under a separate bookkeeping and tax-services Firm (Elite Consulting LA Inc.), for approximately 50 to 100 hours per month seasonally. These activities are conducted through independent entities and do not involve investment-related services or present a conflict with TPW's advisory business.
- C. TPW does not accept performance-based fees or any fee based on a share of capital gains or capital appreciation of client assets. Performance-based compensation may create an incentive for the adviser to recommend an investment that carries a higher degree of risk to the client.
- D. Neither TPW nor any of its management persons has been the subject of any of the events described in Item 19.D (arbitration awards, civil or administrative proceedings, etc.) within the past ten years.
- E. Neither TPW nor any management person has any material relationship or arrangement with any issuer of securities not already disclosed in Item 10.C of this Brochure.

**Investment Adviser Brochure Supplement**  
(Part 2B of Form ADV)

Item 1: Cover Page

March 13, 2026



# Form ADV Part 2B

## INVESTMENT ADVISER DISCLOSURE STATEMENT

### Tapa Private Wealth Inc.

912 Drew St Ste 202 Clearwater, FL 33755

646-662-7061 | [tapaprivatewealth.com](http://tapaprivatewealth.com) | [info@tapaprivatewealth.com](mailto:info@tapaprivatewealth.com)

This brochure supplement provides information about the Firm's Supervised Persons that supplements the Tapa Private Wealth Inc.' brochure. You should have received a copy of that brochure. Please contact Gurkan Tapa, Chief Executive Officer, if you did not receive Tapa Private Wealth Inc.' brochure or if you have any questions about the contents of this supplement.

Any reference to or use of the terms "registered investment adviser" or "registered," does not imply that Tapa Private Wealth Inc. or any person associated with Tapa Private Wealth Inc. has achieved a certain level of skill or training.

Additional information about the Firm's Supervised Persons is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2: Educational Background and Business Experience

Gurkan Tapa, Principal and Chief Executive Officer - Year of Birth: 1984

### Secondary Education

Bachelor Degree in Computer Science - Yildiz Technical University, Istanbul, Turkiye (2002-2007)

### Designations / Licenses / Industry Examinations

NASAA: Series 65 - (July, 2025)

IRS: Enrolled Agent (EA) (*active*) - (November, 2024)

### Business Experience

Elite Consulting LA, Inc: Tax Strategist and Preparer - (July, 2023 to Present)

## Item 3: Disciplinary Information

Gurkan Tapa has no record of investment-related legal or disciplinary events currently, pending or in the past. There is no data in Gurkan Tapa's registration records that would impact your or a prospective client's evaluation of Gurkan Tapa or the integrity of his practice. Gurkan Tapa has not been involved in any issues involving criminal or civil actions; administrative proceedings before the SEC or any other federal, state, foreign regulatory authorities. Gurkan Tapa has not been involved in any civil, self-regulatory organization proceedings or arbitrations.

## Item 4: Other Business Activities

Disclosure on other Business activities is provided in Form ADV Part 2A Item 10 - Other Financial Industry Activities and Affiliations above.

As disclosed in Form ADV Part 2A Item 4 – Advisory Business, neither TPW nor any Supervised Persons receive commissions, bonuses or other compensation based on the sale of securities or other investment products.

## Item 5: Additional Compensation

Other than salary and/or self-employment income from TPW, Gurkan Tapa does not receive any other compensation in connection with giving investment advice to you.

## Item 6: Supervision

Gurkan Tapa is the only Supervised Person named in this Form ADV Part 2B Investment Adviser Brochure Supplement. Gurkan Tapa may be reached at 646-662-7061.

## **Item 7: Requirements for State-Registered Advisers**

Neither TPW nor any of its Supervised Persons has been involved in any activities requiring disciplinary disclosure.