

Item 1 – Cover Page

Part 2A of Form ADV



Ethos Capital Group, LLC

3801 Woodland Heights Rd, Suite 125F
Little Rock, AR 72212
(501) 708-0210
www.ethoscapitalgroup.com
jay@ethoscapitalgroup.com

March 1st, 2024

This Brochure provides information about the qualifications and business practices of Ethos Capital Group, LLC. If you have any questions about the contents of this Brochure, please contact us using the information listed above. 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.

Ethos Capital Group, LLC (CRD# 149579) is a registered investment advisor with the State of Arkansas. Registration of an investment advisor does not imply any certain level of skill or training.

Additional information about Ethos Capital Group, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Since this last filing of this brochure, the following material changes have occurred:

- Item 10 - Relationships Material to this Advisory Business and Possible Conflicts of Interest
- Amendments pursuant to the Annual Updating Amendment

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes.....	2
Item 3 – Table of Contents	3
Item 4 – Advisory Business	4
Item 5 – Fees and Compensation	5
Item 6 - Performance-Based Fees and Side-By-Side Management.....	6
Item 7 – Types of Clients & Account Minimums	7
Item 8 – Methods of Analysis, Investment Strategies, Investment Tools, and Risk of Loss	7
Item 9 – Disciplinary Information	9
Item 10 – Other Financial Industry Activities and Affiliations.....	9
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	10
Item 12 – Brokerage Practices	11
Item 13 – Review of Accounts.....	12
Item 14 – Client Referrals and Other Compensation	13
Item 15 – Custody	13
Item 16 – Investment Discretion.....	13
Item 17 – Voting Client Securities	14
Item 18 – Financial Information	14
Item 19 – Requirements for State Registered Advisors	14
Supervised Person Brochure - Jay Frederick	17
Supervised Person Brochure – Stephen Northington	20

Item 4 – Advisory Business

A. Description of the Advisory Firm

Ethos Capital Group, LLC ("Ethos"), was formed on April 16, 2009 and based in Little Rock, AR, and has been providing investment advisory services since 2009. Ethos's principal owner is Jay Frederick.

B. Types of Advisory Services

ASSET MANAGEMENT

Ethos offers asset management services to advisory Clients. Ethos will offer Clients ongoing asset management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

Discretionary

When the Client elects to use Ethos on a discretionary basis, the Client will sign a limited trading authorization or equivalent allowing Ethos to determine the securities to be bought or sold and the amount of the securities to be bought or sold. Ethos will have the authority to execute transactions in the account without seeking Client approval on each transaction.

Ethos may engage a third-party platform, Pontera, to facilitate management of held away assets such as defined contribution plan participant accounts (e.g. 401(k) Assets). The platform allows Ethos to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to effect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform.

FINANCIAL PLANNING AND CONSULTING

Services include an evaluation of a Client's current and future financial state using currently known variables to predict future cash flows, asset values, recommend purchase and sales, and withdrawal plans. Ethos will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

- **Personal net worth statement:** A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis:** An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy:** A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Long-term investment plan:** Build a customized asset allocation strategy based on specific investment objectives and a risk profile. This strategy sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy:** Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax favored investment vehicles that can reduce taxation of investment income.

SUBSCRIPTION SERVICES

Ethos offers ERISA and 401(k) advice via monthly notifications. These recommendations are

presented to the Client and it is up to the Client to implement the trade(s) if they so wish. Ethos will not have any management authority over the accounts.

If a conflict of interest exists between the interests of Ethos and the interests of the Client, the Client is under no obligation to act upon Ethos's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to affect the transaction through Ethos.

C. Client-Tailored Services and Client-Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities. These restrictions may, however, prohibit engagement with Ethos.

D. Wrap Fee Programs

Ethos does not participate in a Wrap Program.

E. Amounts Under Management

As of December 31, 2023, Ethos provides management services for:

Discretionary Assets:	Non-Discretionary Assets:
\$58,923,124	\$0

Item 5 – Fees and Compensation

A. Fee Schedule

ASSET MANAGEMENT

Ethos offers asset management services to advisory Clients. Ethos charges an annual investment advisory fee based on the total assets under management as follows:

Assets Under Management	Maximum Annual Fee
All Assets	2.00%

This is a tiered or breakpoint fee schedule, meaning the entire account is charged the same management fee. Fees are billed quarterly in advance based on the amount of assets managed as of the close of business on the last business day of the previous billing period. Lastly, please note that Ethos may group certain related Client accounts, often known as "householding", for the purposes of achieving the minimum account size and determining the annualized fee.

FINANCIAL PLANNING AND CONSULTING

Ethos charges an hourly for financial planning and consulting. Prior to the planning process the Client will be provided an estimated plan fee which will be based on the complexity of the engagement. Services will be completed and delivered within ninety (90) days contingent upon timely delivery of all required documentation. Ethos reserves the right to waive the fee should the Client implement the plan through Ethos.

HOURLY FEES

Hourly Fee Services are offered based on an hourly fee of \$400 per hour. Fees for financial plans are billed upon execution of the Agreement.

SUBSCRIPTION SERVICES

Ethos makes available a 401k advice subscription beginning at \$65 a month.

B. Payment of Fees

Asset Management Fees are deducted directly from the Client's Account.

Financial Planning and Consulting Fees are generally invoiced directly to the Client but may also be deducted from another account held with Ethos.

Ethos, in its sole discretion, may charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

For all services, Clients may terminate their engagement with Ethos within five (5) business days of signing an Agreement with no obligation and without penalty. After the initial (5) business days, the Agreement may be terminated by Ethos with thirty (30) days written notice to Client and by the Client at any time with written notice to Ethos. For accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. In the case of hourly engagements, fees will be prorated based on the work completed at the stated hourly rate. All unpaid earned fees will be due to Ethos and all unearned fees will be refunded to the Client. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

C. Additional Fees

Custodians may charge brokerage commissions, transaction fees, and other related costs on the purchases or sales of mutual funds, equities, bonds, options, margin interest, and exchange-traded funds. Mutual funds, money market funds, and exchange-traded funds may also charge internal management fees, which are disclosed in the fund's prospectus. Ethos does not directly receive any compensation from these fees. All of these fees are in addition to the management fee you pay to Ethos. For more details on the brokerage practices, see Item 12 of this brochure.

D. Prepayment of Fees

Asset Management and Financial Planning Fees are due in advance.

E. External Compensation for the Sale of Securities

Ethos does not receive any external compensation from the sale of securities.

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

Fees are not based on a share of the capital gains or capital appreciation of managed securities. Ethos does not use a performance-based fee structure nor "side-by-side" management because of

the conflict of interest. Performance based compensation may create an incentive for Ethos to recommend an investment that may carry a higher degree of risk to the Client.

Item 7 – Types of Clients & Account Minimums

Ethos's Clients are generally individuals, small businesses, trusts, estates, high net-worth individuals, pooled investment vehicles, and charities. Client relationships vary in scope and length of service.

There is no minimum account size and Clients are not required to have a certain amount of investment experience or sophistication.

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

A. Methods of Analysis and Investment Strategies

Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns. Security analysis methods may include:

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Quantitative analysis deals with measurable factors as distinguished from qualitative considerations such as the character of management or the state of employee morale, such as the value of assets, the cost of capital, historical projections of sales, and so on.

In developing a financial plan for a Client, Ethos's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the Client's specific situation.

The main sources of information include financial newspapers and magazines, annual reports, prospectuses, and filings with the SEC.

B. Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time by providing written notice to

Ethos. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

C. Risks of Investments and Strategies Utilized

Investing in securities involves risk of loss that Clients should be prepared to bear. Ethos's investment approach constantly keeps the risk of loss in mind. Investors may face the following investment risks:

General Investment and Trading Risks. Clients may invest in securities and other financial instruments using strategies and investment techniques with significant risk characteristics. The investment program utilizes such investment techniques as option transactions, margin transactions, short sales, leverage, and derivatives trading, the use of which can, in certain circumstances, maximize the adverse impact to which a Client may be subject.

Interest-rate Risk. Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

Inflation Risk. When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.

Currency Risk. Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

Reinvestment Risk. This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

Liquidity Risk. Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

Management Risk. The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the Client's portfolio may suffer.

Cybersecurity Risk. Ethos and its service providers may be subject to operational and information security risks resulting from cyberattacks. Cyberattacks include, among other behaviors, stealing or corrupting data maintained online or digitally, denial of service attacks on websites, the unauthorized release of confidential information or various other forms of cybersecurity breaches. Cybersecurity attacks affecting Ethos and its service providers may adversely impact Clients. For instance, cyberattacks may interfere with the processing of transactions, cause the release of private information about Clients, impede trading, subject Ethos to regulatory fines or financial losses, and cause reputational damage. Similar types of cybersecurity risks are also present for issuers of securities in which Clients may invest in, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions. Cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damages, and loss from damage or interruption of systems. Although Ethos has established its systems to reduce the risk of these incidents from

coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Ethos does not directly control the cybersecurity measures and policies employed by third party service providers.

Options Trading. The risks involved with trading options are that they are very time sensitive investments. An options contract is generally a few months. The buyer of an option could lose his or her entire investment even with a correct prediction about the direction and magnitude of a particular price change if the price change does not occur in the relevant time period (i.e., before the option expires). Additionally, options are less tangible than some other investments. An option is a “book-entry” only investment without a paper certificate of ownership.

Trading on Margin. In a cash account, the risk is limited to the amount of money that has been invested. In a margin account, risk includes the amount of money invested plus the amount that has been loaned. As market conditions fluctuate, the value of marginable securities will also fluctuate, causing a change in the overall account balance and debt ratio. As a result, if the value of the securities held in a margin account depreciates, the Client will be required to deposit additional cash or make full payment of the margin loan to bring the account back up to maintenance levels. Clients who cannot comply with such a margin call may be sold out or bought in by the brokerage firm.

Exchange-Traded Funds. ETFs are a type of index fund bought and sold on a securities exchange. The risks of owning an ETF generally reflect the risks of owning the underlying securities they are designed to track, although lack of liquidity in an ETF could result in it being more volatile and ETFs have management fees that increase their costs. ETFs are also subject to other risks, including: (i) the risk that their prices may not correlate perfectly with changes in the underlying reference units; and (ii) the risk of possible trading halts due to market conditions or other reasons that, in the view of the exchange upon which an ETF trades, would make trading in the ETF inadvisable.

Mutual Fund Risks. An investment in mutual funds could lose money over short or even long periods. A mutual fund’s share price and total return are expected to fluctuate within a wide range, like the fluctuations of the overall stock market.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment with Ethos.

Item 9 – Disciplinary Information

Ethos and its management have not been involved in any criminal or civil actions, administrative or self-regulatory enforcement proceedings, nor any legal or disciplinary events that are material to a Client’s or prospective Client’s evaluation of Ethos or the integrity of its management.

Item 10 – Other Financial Industry Activities and Affiliations

A. Registration as a Broker-Dealer or Broker-Dealer Representative

Neither Ethos nor its management persons are registered as a broker-dealer or broker-dealer representative.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither Ethos nor its management persons are registered as futures commission merchant, commodity pool operator, or a commodity trading advisor.

C. Relationships Material to this Advisory Business and Possible Conflicts of Interest

Investment Advisor Representatives of Ethos have possible conflicts as they, indirectly through their spouses, may receive external compensation from sales of investment-related services as Insurance Agents. This represents a conflict of interest because it gives an incentive to recommend services based on the fee amount received. This conflict is mitigated by disclosures, procedures and Ethos's fiduciary obligation to place the best interest of the Client first. Moreover, Clients are not required to engage the Agent or Agency if they do not wish to.

D. Selection of Other Advisors or Managers

Ethos does not utilize nor select other advisors.

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

A. Code of Ethics

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

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

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

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

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

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

B. Recommendations Involving Material Financial Interests

Neither Ethos nor its related persons recommend to Clients, or buys or sells for Client accounts, securities in which Ethos or a related person has a material financial interest.

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

Ethos and its affiliated persons may invest in the same securities (or related securities, e.g., warrants, options or futures) that Ethos or an affiliated person recommends to Clients. In order to mitigate conflicts of interest, such as frontrunning, Ethos's Chief Compliance Officer, or their designee, will no less than quarterly, review firm and/or personal holdings of its affiliated persons. These reviews ensure that the personal trading of affiliated persons does not disadvantage Clients of Ethos.

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

Ethos and its affiliated persons may recommend securities, or buy or sell securities for Clients accounts, at or about the same time, that they also buy or sell the same securities in their own account(s). Ethos, for instance, will place trades in an account in an attempt to earn better than money market rates. In order to mitigate conflicts of interest, such as frontrunning, Ethos's Chief Compliance Officer, or their designee, will no less than quarterly, review firm and/or personal holdings of its affiliated persons. These reviews ensure that the personal trading of affiliated persons does not disadvantage Clients of Ethos.

Item 12 – Brokerage Practices

A. Factors Used to Select or Recommending Broker-Dealers

Ethos may recommend the use of a specific broker-dealer or may utilize a broker-dealer of the Client's choosing. Ethos will select appropriate brokers based on a number of factors including but not limited to their transaction fees, quality of customer service, and reporting ability. Ethos relies on the broker-dealer to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by Ethos. Please note that not all Investment Advisors require that their clients direct brokerage.

1. Research and Other Soft Dollar Benefits

Ethos does not receive soft dollar benefits.

2. Brokerage for Client Referrals

Ethos does not receive Client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

3. Directed Brokerage

Ethos does not generally accept directed brokerage arrangements (when a Client requires that account transactions be effected through a specific broker-dealer). However, Ethos does allow for Client directed brokerage in certain situations. Such situations may affect Ethos's ability to negotiate commissions with the resulting

inability to obtain volume discounts or best execution for Client directed accounts in some transactions. Therefore, a Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case should the Client elect to trade through the broker-dealer Ethos recommends.

Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to affect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

B. Aggregating Trading for Multiple Client Accounts

When a Client authorizes discretionary management, Ethos is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of Ethos. All Clients participating in the aggregated order shall receive an average share price with all other transactions. If aggregation is not allowed or infeasible and individual transactions occur (e.g., withdrawal or liquidation requests, odd-late trades, etc.) an account may potentially be assessed higher costs or less favorable prices than those where aggregation has occurred. Ethos will always attempt to aggregate orders whenever it has the opportunity to do so.

Item 13 – Review of Accounts

A. Frequency and Nature of Periodic Review and Who Makes Those Reviews

Account reviews are performed at least annually by the Chief Compliance Officer of Ethos. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target allocations of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities.

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

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

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

C. Content and Frequency of Regular Reports

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by the Client's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs. Ethos may also send periodic or other event-inspired reports based on market or portfolio activity. Reports will generally be provided in electronic format.

Item 14 – Client Referrals and Other Compensation

A. Economic Benefits from Others

Ethos does not receive any economic benefits from external sources.

B. Compensation to Non-Advisory Personnel for Client Referrals

Ethos does not compensate for Client referrals.

Item 15 – Custody

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at least quarterly. Clients are urged to compare the account statements received directly from their custodians to any documentation or reports prepared by Ethos.

Ethos is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian on behalf of Ethos. Ethos will obtain written authorization from Client to allow for such deductions.

In addition, Ethos shall:

1. Send the qualified custodian an invoice or statement of the amount of the fee to be deducted from the client's account; and
2. Send the Client an invoice or statement itemizing the fee. Itemization includes the formula used to calculate the fee, the value of the assets under management on which the fee is based, and the time period covered by the fee.

Ethos is not affiliated with the custodian. The custodian does not supervise Ethos, its employees or activities.

Item 16 – Investment Discretion

If applicable, Client will authorize Ethos discretionary authority, via the Advisory Agreement, to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. If applicable, Client will authorize Ethos discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement. If however, consent for discretion is not given, Ethos will obtain prior Client approval before executing each transaction.

Ethos allows Clients to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. Such restrictions could include only allowing purchases of socially conscious investments. These restrictions must be provided to Ethos in writing.

The Client approves the custodian to be used and the commission rates paid to the custodian. Ethos does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

Item 17 – Voting Client Securities

When assistance on voting proxies is requested, Ethos will provide recommendations to the Client. However, Ethos will not have authority to vote proxies on behalf of the Client. If in the future Ethos obtains authority to vote proxies, this Brochure will be appropriately amended. Clients may contact Ethos at (501) 708-0210 or jay@ethoscapitalgroup.com.

Item 18 – Financial Information

Ethos has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients and has not been the subject of a bankruptcy petition.

A. Balance Sheet

Ethos does not require nor solicit prepayment of more than \$500 in fees per Client, six months or more in advance.

B. Financial Condition

At this time, neither Ethos nor its management persons have any financial conditions that are likely to reasonably impair its ability to meet contractual commitments to Clients.

C. Bankruptcy Petitions in Previous Years

Ethos has not been the subject of a bankruptcy petition in the last ten years.

Item 19 – Requirements for State Registered Advisors

A. Principal Executive Officers and Management Persons

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

B. Outside Business Activities

The outside business activities for all Investment Advisor Representatives can be found in the Part 2B of this Brochure.

C. Performance Based Fee Description

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

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

1. Neither Ethos nor its management have been involved in an arbitration claim alleging damages in excess of \$2,500 involving any of the following:

- a) An investment or an investment-related business or activity;
- b) Fraud, false statement(s) or omissions;

- c) Theft, embezzlement or other wrongful taking of property;
- d) Bribery, forgery, counterfeiting, or extortion;
- e) Dishonest, unfair or unethical practices.

2. Neither Ethos nor its management have been found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- a) An investment or an investment-related business or activity;
- b) Fraud, false statement(s) or omissions;
- c) Theft, embezzlement or other wrongful taking of property;
- d) Bribery, forgery, counterfeiting, or extortion;
- e) Dishonest, unfair or unethical practices.

E. Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities

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

F. Material Conflicts of Interest Assurance

All material conflicts of interest regarding Ethos, its representatives or any of its employees which could be reasonably expected to impair the rendering of unbiased and objective advice are disclosed.



401(k) Maneuver **FIRM BROCHURE**

401(k) Maneuver is another business name for Royal Fund Management, LLC a SEC Registered Investment Adviser.

This brochure provides information about the qualifications and business practices of Royal Fund Management, LLC. If you have any questions about the contents of this brochure, please contact us at (352) 750-1637 or by email at: mail@royalfundmanagement.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.

Additional information about Royal Fund Management, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. Royal Fund Management, LLC's CRD number is: 144434

1515 Buenos Aires Boulevard
The Villages, Florida, 32159
(352) 750-1637
www.royalfundmanagement.com
mail@royalfundmanagement.com

Registration does not imply a certain level of skill or training.

Version Date: March 3, 2026

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our annual updating amendment dated March 24, 2025, we have had no material changes to our Brochure.

Item 3 Table Of Contents

Item 1 Cover Page	Page 1
Item 2 Summary of Material Changes	Page 2
Item 3 Table Of Contents	Page 3
Item 4 Advisory Business	Page 4
Item 5 Fees and Compensation	Page 8
Item 6 Performance-Based Fees and Side-By-Side Management	Page 12
Item 7 Types of Clients	Page 12
Item 8 Methods of Analysis, Investment Strategies, and Risk of Investment Loss	Page 12
Item 9 Disciplinary Information	Page 13
Item 10 Other Financial Industry Activities and Affiliations	Page 13
Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	Page 14
Item 12 Brokerage Practices	Page 15
Item 13 Review of Accounts	Page 18
Item 14 Client Referrals and Other Compensation	Page 18
Item 15 Custody	Page 18
Item 16 Investment Discretion	Page 19
Item 17 Voting Client Securities (Proxy Voting)	Page 19
Item 18 Financial Information	Page 19

Item 4 Advisory Business

A. Description of the Advisory Firm

This firm has been in business since August 7, 2007, and the principal owner is Mark Royal Sorensen.

B. Types of Advisory Services

Royal Fund Management (hereinafter "RFM") offers the following services to advisory clients:

Investment Supervisory Services

RFM offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. RFM creates an Investment Policy Statement for each client, which outlines the client's current situation (income, tax levels, and risk tolerance levels) and then constructs a plan (the Investment Policy Statement) to aid in the selection of a portfolio that matches each client's specific situation. Investment Supervisory Services include, but are not limited to, the following:

- Investment strategy
- Personal investment policy
- Asset allocation
- Asset selection
- Risk tolerance
- Regular portfolio monitoring

RFM evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client.

Financial Planning

Financial plans and financial planning may include, but are not limited to: investment planning; life insurance; tax concerns; retirement planning; college planning; and debt/credit planning. These services are based on fixed fees or hourly fees, and the final fee structure is documented in Exhibit II of the Financial Planning Agreement.

Financial Consulting Services - Advice on Held Away Assets

We offer financial consulting services that primarily involve advising clients on specific financial-related topics. More specifically, we offer assistance to clients who seek advice in choosing and allocating investments within their variable annuity or other held away assets.

Selection of Other Advisers

As part of our investment advisory services, we may recommend that you use the services of a third party money manager ("MM") to manage all, or a portion of, your investment portfolio. After gathering information about your financial situation and objectives, we will recommend that you engage a specific MM or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the MM's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. We will periodically monitor the MM(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives.

Pension Consulting Services

We offer pension consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection

and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. These pension consulting services will generally be non-discretionary and advisory in nature (a 3(21) fiduciary) but, depending on the engagement, we may also agree to serve as a 3(38) fiduciary. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational seminars may include other investment-related topics specific to the particular plan.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services), shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Either party to the pension consulting agreement may terminate the agreement upon written notice to the other party in accordance with the terms of the agreement for services. The pension consulting fees will be prorated for the quarter in which the termination notice is given and any unearned fees will be refunded to the client.

Services Limited to Specific Types of Investments

RFM limits its investment advice and/or money management to mutual funds, equities, bonds, fixed income, debt securities, ETFs, real estate, REITs, insurance products including annuities and government securities. RFM may use other securities as well to help diversify a portfolio when applicable.

We offer Non-Traded REITs from Cantor Fitzgerald. We also offer a StoneCastle Program, which is an FDIC cash alternative from which StoneCastle will pay us 0.10% of the yield. This presents a conflict of interest since we have a financial incentive to recommend the StoneCastle Program over other cash alternatives. You are under no obligation, however, to accept any recommendation that we may provide.

Participant Account Management

Royal Fund Management, LLC, under the Other Business Name of 401(k) Maneuver, offers assistance to plan participants who seek advice in choosing and allocating investments within their 401(k), 403(b), 457 or similar defined contribution plan.

Participant Account Management (Non-Discretionary)

Adviser will provide Quarterly Allocation Recommendations on a non-discretionary basis. Recommendations will consider clients' investment goals and risk tolerance and will be evaluated based on analysis of current economic and market conditions and trends. The goal of the Quarterly Allocation Recommendations is to potentially optimize performance over the long term and to provide downside risk management. Quarterly Allocation Recommendations are sent to the clients via email within 5 days after the end of each calendar quarter. If client elects to follow any recommendations

received from Adviser, Client is solely responsible for implementation of any such recommendations; Adviser will not implement transactions or act as custodian for any 401(k) accounts or similar defined contribution accounts.

Participant Account Management (Discretionary)

We use a platform provided by Pontera Solutions, Inc (formerly FeeX, Inc.) ("Pontera") to manage held away assets such as defined contribution plan participant accounts, with discretion. The Pontera platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to or direct use of Client log-in credentials to affect trades. We are not affiliated with Pontera in any way and receive no compensation from Pontera for using their platform.

A link will be provided to the Client allowing them to connect an account(s) to the platform provided by Pontera. Once Client account(s) is connected to the platform, Adviser will review the current account allocations. When deemed necessary, Adviser will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time, minimize loss during difficult markets, and manage internal fees that harm account performance. Client account(s) will be reviewed at least quarterly and allocation changes will be made as deemed necessary by Adviser. Client will receive an email notification every time their account is reviewed.

C. Client Tailored Services and Client Imposed Restrictions

RFM offers the same suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client Investment Policy Statement, which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

As part of our portfolio management services, in addition to other types of investments, we may invest your assets according to one or more strategies developed by our firm. These strategies are designed for investors with varying degrees of risk tolerance ranging from a more aggressive investment strategy to a more conservative investment approach. Clients whose assets are invested in these strategies may set restrictions on the specific holdings or allocations within the strategy or on the types of securities that can be purchased in the strategy.

D. Wrap Fee Programs

RFM does not participate in any wrap fee programs.

E. Amounts Under Management

RFM has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$1,454,322,994	\$103,161,266	01/31/2026

F. Plan-Level Retirement Plan Advisory Services

RFM provides a broad range of services to qualified retirement plans ("Plans") with an emphasis on participant-directed account programs such as 401(k) Plans. For example, the following investment services may be selected by the Plan and are rendered by RFM as an ERISA fiduciary:

1. *Plan-level Investment Advice.* RFM will serve in a discretionary investment manager role (known as an ERISA 3(38) Manager) or in a non-discretionary investment advisor role (known as an ERISA 3(21) Advisor). In either case, RFM may be working with (i) the investment

options and asset classes to be offered under the Plan to its participants, (ii) the establishment of a qualified default investment alternative (known as a QDIA), or (iii) establishing a risk-based asset allocation for different strategies we might use.

2. **Investment Policy Statement.** RFM will work with the Plan on the establishment of an appropriate investment policy statement.

RFM also provides non-fiduciary consulting and support to Plans. For example, RFM provides investment education to Plan participants about the Plan, how to enroll, and the importance of saving for retirement. RFM also provides non-fiduciary plan education and information to the employer in its role as the Plan sponsor.

The complete list of services to be provided to Plans, the RFM advisory fee schedule and all other governing terms and conditions of the Plan Advisory Services arrangement (which may vary from those otherwise disclosed in this Form ADV Part 2a), are set forth in the Retirement Plan Investment Advisory Agreement, which every Plan must execute with RFM.

G. IRA Rollover Recommendations

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

Item 5 Fees and Compensation

A. Fee Schedule

Investment Supervisory Services Fees

Total Assets Under Management	Annual Fee
Under \$100,000	2.00%
\$100,000 - \$1,000,000	1.50%
Above \$1,000,000	1.25%

Certain existing clients may be billed under a different fee schedule.

In addition to the above, if you enroll in our Dividend Enhancement Overlay Strategy, we charge an additional 0.25%. Any clients enrolled in the strategy prior to March 31, 2017 will not incur an additional charge.

These fees are negotiable and the final fee schedule is attached as Exhibit II of the Investment Advisory Contract. Fees are paid quarterly in arrears, and clients may terminate their contracts with thirty days' written notice. Because fees are charged in arrears, no refund policy is necessary. Clients may terminate their accounts without penalty within 5 business days of signing the advisory contract. Advisory fees are withdrawn directly from the client's accounts with client written authorization.

Additionally, accounts managed with option strategies will be charged based on the following fee schedule:

Total Assets Under Management	Annual Fee
\$100,000 - \$250,000	2.00%
\$250,001 - \$500,000	1.75%
\$500,001 and Above	1.50%

Financial Planning Fees

Fixed Fees

Depending upon the complexity of the situation and the needs of the client, the typical rate for creating client financial plans is between \$250 and \$10,000. In some instances, the complexity of the client's financial situation or the need to apply specialized knowledge or experience may warrant charging a fee in excess of \$10,000. In such cases, the reasons for the higher fee will be discussed with the client and the fee disclosed prior to the client executing the Financial Planning Agreement. Fees are paid in arrears upon completion. Because fees are charged in arrears, no refund is necessary. The fees are negotiable, and the final fee schedule will be attached as Exhibit II of the Financial Planning Agreement. Clients may terminate their contracts without penalty within five business days of signing the advisory contract.

Hourly Fees

Depending upon the complexity of the situation and the needs of the client, the hourly fee for these services is \$250. The fees are negotiable, and the final fee schedule will be attached as Exhibit II of the Financial Planning Agreement. Fees are paid in arrears upon completion. Because fees are charged in arrears, no refund is necessary. Clients may terminate their contracts without penalty within five business days of signing the advisory contract.

Selection of Other Advisers

Depending on the MM selected, you may be required to sign an agreement directly with the recommended MM or a limited power of attorney allowing the MM to debit their fees. Should you wish to terminate your advisory relationship with a MM, you should contact your Royal Fund Management, LLC investment adviser representative.

Advisory fees charged by MM's are separate and apart from our advisory fees. Assets managed by MM's will be included in calculating our advisory fee, which is based on the fee schedule set forth in the *Portfolio Management Services* section in this brochure. Advisory fees that you pay to MM(s) vary depending on the manager selected and will be disclosed on either the MM's advisory contract or on the Royal Fund Management, LLC Investment Advisory Contract. These fees may or may not be negotiable. You should review the applicable contract and take into consideration the MM's fees along with our fees to determine the total amount of fees associated with this program.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, please call our main office number located on the cover page of this brochure.

Financial Consulting Services - Advice on Held Away Assets

Total Assets Under Management	Quarterly Fee
\$0 to \$100,000	0.5%
Over \$100,000 to \$1,000,000	0.375%
Over \$1,000,000	0.3125%

The fee for held away assets may be paid via credit card or through a deduction from the client's Schwab account and is billed either quarterly or monthly (depending on the payment method selected). The fee is based on the tiered fee schedule with a minimum fee of \$120 per year.

Participant Account Management

Total Assets Under Management	Quarterly Fee
\$0 to \$200,000	0.25%
Over \$200,000 to \$500,000	0.20%
Over \$500,000	0.15%

The minimum fee for this service is \$120 per year paid monthly. Fees are collected either by check via a mailed quarterly invoice, debited quarterly from a Schwab account, charged monthly to the client's credit card via a credit card authorization form or, when available, debited quarterly from the plan participants' defined contribution plan account. The advice provided is delivered on a quarterly basis. Client will be charged the remaining monthly installments for the current calendar quarter when paying monthly by credit card.

For discretionary management, fee payments are adjusted quarterly based on the quarter end account valuation. For non-discretionary management, fee payments are adjusted annually based on the December 31st statement value.

For Plan Level Agreements, the fee is 0.25% quarterly and is not tiered. The fee is negotiable by the Plan Sponsor. There is no minimum fee for participants enrolled via a Plan Level Agreement. Fee payments are adjusted quarterly based on the quarter end participant account valuation whether the service is discretionary or non-discretionary.

Certain existing clients may be billed under a different fee schedule.

B. Payment of Fees

Payment of Investment Supervisory Fees

Advisory fees are withdrawn directly from the client's accounts with client written authorization. Fees are paid quarterly in arrears based on the value of your account on the last day of the quarter.

Advisory fees may also be invoiced and billed directly to the client quarterly in arrears. Payments are due at the end of each quarter. Clients may select the method in which they are billed.

For 529 plans purchased through American Funds Distributors, Inc., ("American Funds") member FINRA, clients may pay the 529 advisory fee either by check, by deduction from their Schwab account, or by deduction from the 529 plan account itself. When paying either by check or via deduction from the Schwab account, the fee will be calculated in the same manner as your other advisory fees. However, when paying via a deduction from the American Funds 529 plan itself, American Funds will calculate their fees on the basis of a quarterly schedule that is different from the normal calendar quarters (i.e., February, May, August, and November rather than March, June, September and December) and will calculate such fees based on the average daily balance of the account rather than the value as of the end of the quarter. In light of this, the fee you pay may be higher or lower than the fee you would otherwise pay if you included the 529 plan fee with your other advisory fees paid by check or deduction from your Schwab account.

If the Client's assets are fully redeemed prior to the quarter end, then the Client's average daily net asset value will be equal to the Client's average daily net asset value through the day prior to the total redemption of all Client's assets.

If the agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

You may terminate the agreement upon 30 days' written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client.

Payment of Financial Planning Fees

Hourly Financial Planning fees are paid via check in arrears upon completion. Because fees are charged in arrears, no refund is necessary.

Fixed Financial Planning fees are paid via check in arrears upon completion. Because fees are charged in arrears, no refund is necessary.

Plan-Level Retirement Plan Advisory Services

Our advisory fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis.

C. Clients Are Responsible For Third Party Fees

Clients are responsible for the payment of all third-party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by RFM. Please see Item 12 of this brochure regarding broker/custodian.

D. Prepayment of Fees

RFM collects its fees in arrears. It does not collect fees in advance. For the Participant Account Management program only, where fees are debited quarterly from a Client's Schwab account, the client may be due a refund based on the date of termination. If necessary, the credit would be applied directly to the applicable Schwab account at the time of termination. This may occur when the timing of quarterly allocation recommendations does not align with the debiting of the fee on a calendar quarter.

E. Outside Compensation For the Sale of Securities to Clients

Neither RFM nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

Certain IARs of Royal Fund may also own their own registered investment advisory firm and may be dually registered as an investment adviser representative with Royal Fund and their own firm. If such a representative were to recommend that you use the advisory services of his or her own firm as opposed to the advisory services of Royal Fund, any fees charged by that other advisory firm would be separate and apart from any fees charged by Royal Fund. Please see your representative's Form ADV 2B Supplement for more information on whether your representative is dually registered.

F. Compensation From the Sale of Insurance Products.

IARs of RFM may be licensed and appointed insurance agents with insurance companies in various jurisdictions. From time to time, they will offer clients advice or products from these insurance activities. Typically, these insurance products will pay commissions on the sale of these products and services in addition to the IA fees that are charged by RFM. This is a conflict of interest as these IAR may have an incentive to offer these products or services to earn additional commissions. No client of RFM is ever required to purchase insurance products or any other services from any RFM IAR in their capacity as an insurance agent or any other capacity. RFM always acts in the best interest of the client.

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

RFM does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7 Types of Clients

RFM generally provides investment advice and/or management supervisory services to the following Types of Clients:

- Individuals
- High-Net-Worth Individuals
- Corporations or Business Entities
- Pension & Profit Sharing Plans
- Charitable Organization

Minimum Account Size

There is no account minimum for standard portfolio management. The minimum investment for our options strategy will be \$100,000.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

RFM's methods of analysis include fundamental analysis, technical analysis, and cyclical analysis. Additionally, as part of our portfolio management services, in addition to other types of investments, we may invest your assets according to one or more strategies developed by our firm. These strategies are designed for investors with varying degrees of risk tolerance ranging from a more aggressive investment strategy to a more conservative investment approach. Clients whose assets are invested in these strategies may set restrictions on the specific holdings or allocations within the strategy.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Technical analysis involves the analysis of past market data; primarily price and volume.

Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Investment Strategies

RFM uses long term trading and options writing (including covered options, uncovered options, or spreading strategies).

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns, and if these patterns can be identified, then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

Cyclical analysis assumes that the markets react in cyclical patterns, which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns and 2) if too many investors begin to implement this strategy, it changes the very cycles they are trying to take advantage of.

Investment Strategies

Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Options writing may hold greater risk and clients should be aware that there is a chance of material risk of loss using any of those strategies.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

RFM generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. However, it will utilize options writing, which may hold a greater risk of capital loss.

RFM's strategies primarily, but not exclusively, utilize No-Load Mutual Funds. Mutual Funds are comprised of individual stocks that can fluctuate in value. Past performance is not a guarantee of future results and investors can lose money.

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

Item 9 Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business or the integrity of our management.

Item 10 Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither RFM nor its representatives are registered as a broker/dealer or as representatives of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither RFM nor its representatives are registered as a FCM, CPO, or CTA.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Mark Royal Sorensen is a licensed insurance agent and owner of Sorensen Tax Advisory Group, Inc. Sorensen Tax Advisory Group, Inc. is an insurance agency and only sells insurance products. The company does not provide tax preparation services. Mr. Sorensen receives commissions on insurance products through this entity. From time to time, he will offer clients insurance advice or products from those activities. RFM always acts in the best interest of the client.

IARs of RFM may be licensed and appointed insurance agents with insurance companies in various jurisdictions. From time to time, they will offer clients advice or products from these insurance activities. Typically, these insurance products will pay commissions on the sale of these products and services in addition to the IA fees that are charged by RFM. This is conflict of interest as these IAR may have an incentive to offer these products or services to earn additional commissions. No client of RFM is ever required to purchase insurance products or any other services from any RFM IAR in their capacity as an insurance agent or any other capacity. RFM always acts in the best interest of the client.

Royal Fund Management, LLC (RFM) is the sole owner and managing member of Black Bear Aviation (BBA). Mark Sorenson is the Manager of BBA. The sole asset of BBA is an airplane which Mr. Sorenson uses for personal and business purposes. BBA is considered a disregarded entity of RFM for tax purposes. BBA and RFM have a monthly lease agreement between them and all expenses are paid by RFM. No clients of RFM are solicited to invest in BBA nor are any clients referred to BBA for any services. Consequently, no conflict of interest exists.

D. Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections

In particular circumstances, RFM may utilize other advisors or third-party managers. RFM will always act in the best interests of the client, including when determining which third party manager to recommend to clients. RFM will ensure that all recommended advisors or managers are licensed or notice filed in the states in which RFM is recommending them to clients.

Certain IARs of Royal Fund may also own their own registered investment advisory firm and may be dually registered as an investment adviser representative with Royal Fund and their own firm. If such a representative were to recommend that you use the advisory services of his or her own firm as opposed to the advisory services of Royal Fund, any fees charged by that other advisory firm would be separate and apart from any fees charged by Royal Fund. Please see your representative's Form ADV 2B Supplement for more information on whether your representative is dually registered.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**A. Code of Ethics**

We have a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Clients may request a copy of our Code of Ethics from management.

B. Recommendations Involving Material Financial Interests

RFM does not recommend that clients buy or sell any security in which a related person to RFM has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of RFM may buy or sell securities for themselves that they also recommend to clients. RFM will always document any transactions that could be construed as conflicts of interest and will always transact client business before their own when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of RFM may buy or sell securities for themselves at or around the same time as clients. RFM will not trade non-mutual fund or non-ETF securities 5 days prior to or 5 days after trading the same security for clients.

Item 12 Brokerage Practices**A. The custodian and brokers we use**

We do not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15—Custody, below). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. We require that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian.

We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when either our firm or you instruct them to. While we require 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. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian

We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Schwab, then we cannot manage your account. Even though your account is maintained at Schwab, and we anticipate that most trades will be executed through Schwab, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

1. How we select brokers/custodians

We use Schwab, a custodian/broker, to hold your assets and execute transactions. When considering whether the terms that Schwab provides are, overall, most advantageous to you when compared with other available providers and their services, we take into account a wide range of factors, including:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.)
- Availability of investment research and tools that assist us in making investment decisions

- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the Fees
- Reputation, financial strength, security and stability
- Prior service to us and our clients
- Services delivered or paid for by Schwab
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us from Schwab")

Your brokerage and custody costs

For our clients' accounts that Schwab maintains, 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 (for example, mutual funds and ETFs) do not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the un-invested cash in your account in Schwab's Cash Features Program. Schwab charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account.

We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers. 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 above (see "How we select brokers/custodians"). By using another broker or dealer you may pay lower transaction costs.

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 their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through us. Schwab also makes available 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 on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Schwab's support services:

Services that benefit you. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services that do not directly benefit you. Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a 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 allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology and business needs
- Consulting on legal and compliance related needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. If you did not maintain your account with Schwab, we would be required to pay for those services from our own resources.

Our interest in Schwab's services

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. These services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab 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. We believe, however, that taken in the aggregate our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "How we select brokers/ custodians") and not Schwab's services that benefit only us.

2. Brokerage for Client Referrals

RFM receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

RFM will not allow clients to direct RFM to use a specific broker-dealer to execute transactions. Clients must use RFM recommended custodian (broker-dealer). Not all investment advisers require their clients to direct brokerage. By requiring clients to use our specific custodian, RFM may be unable to achieve most favorable execution of client transactions, and this may cost clients money over using a lower-cost custodian.

B. Aggregating (Block) Trading for Multiple Client Accounts

We combine multiple orders for shares of the same securities purchased for discretionary advisory accounts we manage (this practice is commonly referred to as "aggregated trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. Generally, participating accounts will pay a fixed transaction cost regardless of the number of shares transacted. In certain cases, each participating account pays an average price per share for all transactions and

pays a proportionate share of all transaction costs on any given day. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each client's order. Accounts owned by our firm or persons associated with our firm may participate in aggregated trading with your accounts; however, they will not be given preferential treatment.

We do not aggregate trades for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you, and you may pay higher commissions, fees, and/or transaction costs than clients who enter into discretionary arrangements with our firm.

Item 13 Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are reviewed at least quarterly only by Mark Royal Sorensen, Managing Member. Mark Royal Sorensen is the chief advisor and is instructed to review clients' accounts with regards to their investment policies and risk tolerance levels. All accounts at RFM are assigned to this reviewer.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive at least quarterly a written report detailing the client's account, which may come from the custodian.

Item 14 Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

See Item 12 above for information concerning economic benefits provided by third parties.

B. Compensation to Non-Advisory Personnel for Client Referrals

RFM may use the services of various solicitors to refer clients. RFM will maintain a solicitor agreement with all such parties and every solicited client will receive a "Solicitation Disclosure Document" that clearly discloses the solicitor arrangement between RFM and the solicitor. Typically, these solicitors will be paid a portion of the IA fees charged by RFM for referring these clients or a flat fee. These fees may be a one-time payment or ongoing for as long as you remain a client of RFM. The amount paid to the solicitor is paid by RFM and no additional fees are ever charged to a client to cover these solicitation payments.

Item 15 Custody

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding

your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Item 16 Investment Discretion

For those client accounts where RFM provides ongoing supervision, the client has given RFM written discretionary authority over the client's accounts with respect to securities to be bought or sold and the amount of securities to be bought or sold. Details of this relationship are fully disclosed to the client before any advisory relationship has commenced. The client provides RFM discretionary authority via a limited power of attorney in the Investment Advisory Contract and in the contract between the client and the custodian.

Item 17 Voting Client Securities (Proxy Voting)

RFM will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18 Financial Information

A. Balance Sheet

RFM does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither RFM nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

RFM has not been the subject of a bankruptcy petition in the last ten years.