ITEM 1. COVER PAGE FOR
PART 2A OF FORM ADV:
FIRM BROCHURE
July 2026

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This brochure provides information about the qualifications and business practices of CFG. If you have any questions about the contents of this brochure, please contact by telephone at (605) 338-7150 or email at john@compassfin.net. 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 CFG also is available on the SEC's website at www.adviserinfo.sec.gov .

Please note that the use of the term "registered investment adviser" and description of CFG and/or our associates as "registered" does not imply a certain level of skill or training. You are encouraged to review this Brochure and Brochure Supplements for our firm's associates who advise you for more information on the qualifications of our firm and our employees.

Please also note that after conducting initial best interest assessments and investment policy statements associated with any recommendations that are made, CFG requests that clients report any changes to their personal situations, or financial standing or needs, and investment objectives that might impact the clients' risk tolerances, investment allocations, and/or recommended investments.

Item 2. Material Changes to Our Part 2A of Form ADV: Firm Brochure

CFG is required to advise you of any material changes to our Firm Brochure from our last annual update. We must state clearly that we are discussing only material changes since the last annual update of our Brochure, dated July 1, 2025.

Item 4. Advisory Business

- Added new subsection (ii) describing ERISA Retirement Plan Sponsor Advisory Services, scope of services, and 3(21) fiduciary status.

- Updated Item 4D (Wrap Fee Programs) to add wrap fee philosophy disclosure.

- Item 4B(i) (review cadence): removed the "if they make themselves available" qualifier; client accounts are now reviewed on a periodic basis regardless of client availability; meeting offers changed from "generally though not strictly annually" to at the firm's discretion; added that clients may request a review meeting at any time; updated to describe the nature of reviews as holistic financial planning, behavioral coaching, and wealth structuring.

Item 5. Fees and Compensation

- Added new subsection (ii) describing ERISA retirement plan sponsor advisory fee structure, recordkeeper fee processing, and no indirect compensation.

Item 7. Types of Clients and Account Requirements

- Added ERISA retirement plan sponsors as a fourth client type.

Item 13. Review of Accounts or Financial Plans

- Item 13A (review cadence): removed the "if the client makes themselves available" qualifier; accounts are now reviewed on a periodic basis regardless of client availability; meeting offers changed from "generally though not strictly annually" to at the firm's discretion; added that clients may request a review meeting at any time; updated to describe the nature of reviews as holistic financial planning, behavioral coaching, and wealth structuring.

- Item 13C (verbal reports): removed the "if the client makes themselves available" qualifier; verbal reports take place on a periodic basis when a meeting occurs; meeting offers changed from "generally though not strictly annually" to at the firm's discretion; clients may request a verbal report or review meeting at any time; added explicit statement that written reports are not provided unless requested.

Item 3. Table of Contents:

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Item 4. Advisory Business

We specialize in the following types of services: comprehensive portfolio management and referrals to third party money managers.

A. Description of our advisory firm, including how long we have been in business and our principal owner(s)[1].

We are dedicated to providing individuals and other types of clients with a wide array of investment advisory services. Our firm is a corporation formed in the State of South Dakota. Our firm has been in business as an investment adviser since 2011 and is owned as follows:

John Haller – Thirty Four-percent owner

Jesse Haller – Thirty Three-percent owner

Jasen Haller – Thirty Three-percent owner

B. Description of the types of advisory services we offer.

(i) Comprehensive Portfolio Management:

Our comprehensive portfolio management service encompasses asset management as well as access to financial planning/financial consulting for clients. It is designed to assist clients in meeting their financial goals through the use of financial investments. We try to conduct at least one, but sometimes more than one meeting (in person if possible, otherwise via telephone conference or video conference) with clients in order to understand their current financial situation, existing resources, financial goals, and tolerance for risk. Based on what we learn, we propose an investment approach to the client. We may propose an investment portfolio, consisting of exchange traded funds, mutual funds, individual stocks or bonds, or other securities. Upon the client's agreement to the proposed investment plan, we work with the client to establish or transfer investment accounts so that we can manage the client's portfolio. Once the relevant accounts are under our management, we review client accounts on a periodic basis and at least annually, regardless of whether the client meets with us. We may offer to schedule a dedicated review meeting with clients on a periodic basis at our discretion, subject to reasonable scheduling flexibility, to discuss the review findings and the client's overall financial plan. Clients may also request a review meeting at any time. The nature of these client meetings is to evaluate the client's overall financial plan and ensure that account structures align with their long-term investment objectives, updated net worth metrics, and life timelines. While we review allocations, the primary value of our review process is holistic financial planning, behavioral coaching, and wealth structuring, rather than initiating short-term or high-volume trade executions.

(ii) ERISA Retirement Plan Sponsor Advisory Services:

CFG provides non-discretionary investment advisory services to employers acting as plan sponsors of ERISA-governed retirement plans, including 401(k) profit sharing plans ("Plan Sponsor Advisory Services"). These services are distinct from and more limited in scope than CFG's comprehensive portfolio management service. CFG acts as a co-fiduciary under ERISA Section 3(21)(A)(ii) with respect to the investment advice it provides to retirement plan sponsor clients, meaning CFG provides investment recommendations but the plan sponsor, as Named Fiduciary, retains full and final decision-making authority over all plan investment decisions. CFG does not act as a discretionary investment manager under ERISA Section 3(38) with respect to any plan.

Plan Sponsor Advisory Services may include the following, provided on a periodic basis as agreed with the plan sponsor:

- Periodic review of the plan's investment fund lineup against applicable benchmarks and the plan's Investment Policy Statement
- Non-discretionary investment option recommendations regarding the addition, retention, or removal of funds available under the plan
- General investment education and information to plan participants on plan investment options, which does not constitute individualized investment advice to any participant
- Assistance creating, reviewing, or updating the plan's Investment Policy Statement upon request
- General guidance to the plan sponsor regarding ERISA fiduciary responsibilities and plan administration questions, as requested

Plan Sponsor Advisory Services do not include discretionary investment management, continuous portfolio monitoring, participant-level investment advice, recordkeeping, plan administration, or legal, tax, or accounting services. There is no guaranteed minimum level of service contact or meeting frequency.

C. Explanation of whether (and, if so, how) we tailor our advisory services to the individual needs of *clients,* whether *clients* may impose restrictions on investing in certain securities or types of securities.

(i) Individual Tailoring of Advice to Clients:

We offer individualized investment advice to clients utilizing the following services offered by our firm: Comprehensive Portfolio Management. Additionally, we offer general investment advice to clients utilizing the following services offered by our firm: Referrals to Third Party Money Managers.

(ii) Ability of Clients to Impose Restrictions on Investing in Certain Securities or Types of Securities:

We usually do not allow clients to impose restrictions on investing in certain securities or types of securities due to the level of difficulty this would entail in managing their account.

In the rare instance that we would allow restrictions, it would be limited to the following services: Comprehensive Portfolio Management. We do not manage assets through our other services.

D. Participation in *wrap fee programs.*

We offer wrap fee programs as further described in Part 2A, Appendix 1 (the "Wrap Fee Program Brochure") of our Brochure. Our wrap fee accounts are managed on an individualized basis according to the client's investment objectives, financial goals, risk tolerance, etc. As further described in our Wrap Fee Program Brochure, we receive a portion of the wrap fee for our services.

We wish to make clear that our compensation is primarily for asset management and access to financial advice and planning. Our goal is not simply to obtain the lowest cost structure or the least expensive investments or trades from a quantitative standpoint, but rather what we feel are the qualitatively best investments for a client's goals and situation. While trade fees are paid by us, many custodians offer trades without ticket charges and less expensive transaction costs could possibly be obtained elsewhere if trade execution and fund costs are the only consideration. Thus, we want to reiterate that (1) We only offer WRAP accounts in which we cover the trade fees as we feel that it offers the simplest and cleanest financial planning relationship (2) The WRAP management fee is primarily for asset management and access to financial advice and planning (3) We would charge the same fee even if you wanted to pay the trade fees yourself (4) If you are only looking for free trades then this can likely be obtained many places at a lower net cost (5) A conflict of interest exists given that CFG pays trade fees as explained above. That being said, trading volume will likely always be relatively low given that CFG believes in buy and hold investing as a principle.

E. Disclosure of the amount of *client* assets we manage on a *discretionary basis* and the amount of *client* assets we manage on a non-*discretionary basis* as of April 2026.

We manage[2] $1,482,000,000 of client assets on a discretionary basis and $0 on a non-discretionary basis as of April 2026.

[2] Please note that our method for computing the amount of "*client* assets we manage" can be different from the method for computing "assets under management" required for Item 5.F in Part 1A of Form ADV. However, we have chosen to follow the method outlined for Item 5.F in Part 1A of Form ADV. If we decide to use a different method at a later date to compute "*client* assets we manage," we must keep documentation describing the method we use and inform you of the change. The amount of assets we manage may be disclosed by rounding to the nearest $1,000,000. Our "as of" date must not be more than three months before the date we last updated our B*rochure* in response to Item 4.E of Form ADV Part 2A.

Item 5. Fees and Compensation

We are required to describe our brokerage, custody, fees and fund expenses so you will know how much you are charged and by whom for our advisory services provided to you. Our fees are generally negotiable. Given that the fees are negotiable, and that there is not a standard fee arrangement, CFG wants to disclose the fact that this can create fee-related conflicts, such as those associated with select clients negotiating lower fees when similar services are provided to other clients at a higher fee rate. CFG retains the right to negotiate the fees for our advisory services in a manner that we deem appropriate. This determination will generally be based on an aggregate of the client's assets under management, complexity, needs, goals, and possibly on relationships to other clients or CFG related persons. It may also be based on market competition in general or specific to that client.

A. Description of how we are compensated for our advisory services provided to you.

(i) Comprehensive Portfolio Management:

Assets under management	Annual Percentage of assets charge*:
Any Assets	As Negotiated to maximum of 1.5%

*Our firm's fees are billed on a pro-rata annualized basis quarterly in advance based on the value of your account on the last day of the previous quarter.

While advisory fees are calculated on your account value at the start of each billing quarter as described above, when deposits or withdrawals occur during a billing quarter your fee is adjusted by a prorated charge or rebate reflecting the number of days those funds were present in the account. For accounts opened mid-quarter, the prorated fee for the partial initial period is included in the first full quarterly billing rather than billed immediately.

Advisory fees are calculated based on the total market value of assets in your account, including any assets purchased on margin. This means that if you use margin borrowing, the fee will be calculated on the full value of the account including borrowed funds. This creates a conflict of interest as our fees increase with the use of margin.

(ii) ERISA Retirement Plan Sponsor Advisory Services:

For retirement plan sponsor clients, CFG charges an asset-based advisory fee calculated as an annual percentage of total plan assets. The specific fee rate applicable to each plan is set forth in the Adviser Fee Options and Elections form or equivalent fee election form on file with the plan's recordkeeper, and may vary by plan. The fee election form on file with the recordkeeper governs the applicable fee rate and payment mechanics; in the event of any discrepancy between any other document and the recordkeeper's records, the recordkeeper's records shall govern.

Fees for plan sponsor advisory services are processed through the plan's recordkeeper in accordance with the fee election on file and the recordkeeper's then-current processing schedule. The recordkeeper handles all logistics of fee calculation, deduction from plan assets (where applicable), and disbursement

to CFG. CFG does not independently deduct fees from plan accounts. Any fee reimbursement or proration upon termination of the advisory relationship is handled by the plan's recordkeeper in accordance with the recordkeeper's then-current policies.

CFG does not receive any indirect compensation, revenue sharing, 12b-1 fees, sub-transfer agency fees, or other third-party compensation in connection with plan sponsor advisory services.

B. Description of whether we deduct fees from *clients*' assets or bill *clients* for fees incurred.

(i) Comprehensive Portfolio Management:

Our firm's fees are billed on a pro-rata annualized basis quarterly in advance based on the value of your account on the last day of the previous quarter. Fees will generally be automatically deducted from your managed account. As part of this process, you understand and acknowledge the following:

a) Your independent custodian sends statements at least quarterly to you showing all disbursements for your account, including the amount of the advisory fees paid to us;
b) You provide authorization permitting us to be directly paid by these terms;
c) If we send a copy of our invoice to you, we send a copy of our invoice to the independent custodian at the same time we send the invoice to you;
d) If we send a copy of our invoice to you, our invoice includes a legend as required by state statutes and rules.*

*The legend urges the client to compare information provided in their statements with those from the qualified custodian in account opening notices and subsequent statements sent to the client for whom the adviser opens custodial accounts with the qualified custodian.

C. Description of any other types of fees or expenses *clients* may pay in connection with our advisory services, such as custodian fees or mutual fund expenses.

Clients will pay the following separately incurred expenses, which we do not receive any part of: charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses).

Wrap fee clients will receive our Form ADV, Part 2A, Appendix 1 (the "Wrap Fee Program Brochure"). Wrap fee clients will not incur transaction costs for trades. More information about this is disclosed in our separate Wrap Fee Program Brochure.

D. We must disclose if client's advisory fees are due quarterly in advance. Explain how a *client* may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period. Explain how you will determine the amount of the refund.

We charge our advisory fees quarterly in advance. In the event that you wish to terminate our services, we will refund the unearned portion of our advisory fee. You need to contact us in writing and state that you wish to terminate our services. Upon receipt of your letter of termination, we will proceed to close out your account and process a pro-rata refund of unearned advisory fees.

E. Commissionable securities sales.

We do not sell securities for a commission.

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

We do not charge performance fees to our clients.

Item 7. Types of Clients and Account Requirements

We have the following types of clients:

- Individuals and High Net Worth Individuals;
- Trusts, Estates or Charitable Organizations;
- Corporations, limited liability companies and/or other business types.
- ERISA retirement plan sponsors (employers maintaining 401(k) and other qualified retirement plans), for whom CFG provides non-discretionary investment advisory services as described in Item 4B(ii) of this Brochure

We do not have requirements for opening and maintaining accounts or otherwise engaging us; however, we have the right to terminate or reject your Account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively.

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

A. Description of the methods of analysis and investment strategies we use in formulating investment advice or managing assets.

Our Methods of Analysis and Investment Strategies

We use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Technical Analysis - involves studying past price patterns, trends and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities.

> **Risk:** The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

> **Risk**: The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

> **Risk:** Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Risk: Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Trading - As part of our primary investment strategy when managing your account(s), we will use frequent trading (in general, selling securities within 30 days of purchasing the same securities). Short-term trading is not appropriate for all investors and we only use it if we have determined that it is suitable for you. Short-term trading includes buying and selling securities frequently in an attempt to capture significant market gains and avoid significant losses.

Risk: When a frequent trading policy is in effect, there is a risk that investment performance within your account may be negatively affected, particularly through increased brokerage and other transactional costs and taxes.

Margin Transactions - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

Risk: If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.

Option Writing - a securities transaction that involves selling an option. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell a particular security at a specified price on or before the expiration date of the option. When an investor sells a call option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. When an investor sells a put option, he or she must pay the strike price per share if the buyer exercises the option, and will receive the specified number of shares. The option writer/seller receives a premium (the market price of the option at a particular time) in exchange for writing the option.

Risk: Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size

or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Custodians and broker-dealers must report the cost basis of equities acquired in client accounts. Your custodian will default to the First-In First-Out ("FIFO") accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss
Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Other Risk Considerations
When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective client before retaining our services.

Liquidity Risk: The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price or it may not be possible to sell the investment at all.

Credit Risk: Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Inflation and Interest Rate Risk: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

Horizon and Longevity Risk: The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of

outliving your savings. This risk is particularly relevant for people who are retired, or are nearing retirement.

B. Our practices regarding cash balances in *client* accounts, including whether we invest cash balances for temporary purposes and, if so, how.

We generally invest client's cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper and/or government backed debt instruments. Ultimately, we try to achieve the highest return on our client's cash balances through relatively low-risk conservative investments. In most cases, at least a partial cash balance will be maintained in a cash sweep or money market account so that our firm may debit advisory fees for our services related to comprehensive portfolio management as applicable.

If you recommend primarily a particular type of security, explain the material risks involved. If the type of security involves significant or unusual risks, discuss these risks in detail.

C. If you recommend primarily a particular type of security, explain the material risks involved. If the type of security involves significant or unusual risks, discuss these risks in detail.

We primarily recommend exchange traded funds (ETFs), and mutual funds, and also in money market funds, and municipal bonds. However, we may advise on other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

Mutual Funds and Exchange Traded Funds: Mutual funds and exchange traded funds ("ETF") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of its Underlying Index or other benchmark, which

may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their Underlying Indices or benchmarks on a daily basis, mathematical compounding may prevent the ETF from correlating with performance of its benchmark. In addition, an ETF may not have investment exposure to all of the securities included in its Underlying Index, or its weighting of investment exposure to such securities may vary from that of the Underlying Index. Some ETFs may invest in securities or financial instruments that are not included in the Underlying Index, but which are expected to yield similar performance.

Money Market Funds: A money market fund is technically a security. The fund managers attempt to keep the share price constant at $1/share. However, there is no guarantee that the share price will stay at $1/share. If the share price goes down, you can lose some or all of your principal. The U.S. Securities and Exchange Commission ("SEC") notes that "While investor losses in money market funds have been rare, they are possible." In return for this risk, you should earn a greater return on your cash than you would expect from a Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next, money market fund rates are variable. In other words, you do not know how much you will earn on your investment next month. The rate could go up or go down. If it goes up, that may result in a positive outcome. However, if it goes down and you earn less than you expected to earn, you may end up needing more cash. A final risk you are taking with money market funds has to do with inflation. Because money market funds are considered to be safer than other investments like stocks, long-term average returns on money market funds tends to be less than long term average returns on riskier investments. Over long periods of time, inflation can eat away at your returns.

Municipal Securities: Municipal securities, while generally thought of as safe, can have significant risks associated with them including, but not limited to: the credit worthiness of the governmental entity that issues the bond; the stability of the revenue stream that is used to pay the interest to the bondholders; when the bond is due to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same amount of interest or yield to maturity.

Item 9. Disciplinary Information

We are required to disclose whether there are legal or disciplinary events that are material to a *client's* or prospective *client's* evaluation of our advisory business or the integrity of our management. There are a number of specific legal and disciplinary events that we must presume are material for this Item. If our advisory firm or a *management person* has been *involved* in one of these events, we must disclose it under this Item for ten years following the date of the event, unless (1) the event was resolved in our or the *management person's* favor, or was reversed, suspended or vacated, or (2) the event is not material. For purposes of calculating this ten-year period, the "date" of an event is the date that the final *order*, judgment, or decree was entered, or the date that any rights of appeal from preliminary *orders*, judgments or decrees lapsed.

The SEC and/or State Regulators have not provided us with an exclusive list of material disciplinary events, which need to be disclosed. If our advisory firm or a *management person* has

been *involved* in a legal or disciplinary event that is not specifically required to be disclosed, but nonetheless is material to a *client's* or prospective *client's* evaluation of our advisory business or the integrity of our management, we must disclose the event. Similarly, even if more than ten years has passed since the date of the event, we must disclose the event if it is so serious that it remains currently material to a *client's* or prospective *client's* evaluation of our firm or management.

We have determined that our firm and management have nothing to disclose under the aforementioned standard.

Item 10. Other Financial Industry Activities and Affiliations

A. Our firm or our *management persons* are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. The details are as follows:

We have determined we have nothing to disclose in this regard.

B. Our firm or our *management persons* are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities. The details are as follows:

We have determined we have nothing to disclose in this regard.

C. Description of any relationship or arrangement that is material to our advisory business or to our *clients*, that we or any of our *management persons* have with any *related person*[3] listed below. We are required to identify the *related person* and if the relationship or arrangement creates a material conflict of interest with *clients*, describe the nature of the conflict and how we address it.

Advisors of the firm are licensed insurance agents and, when appropriate, may recommend various insurance products to their clients. Unless otherwise stated, it should be assumed that CFG or the advisor will earn a commission on any insurance sales. This should be considered a conflict of interest. Advisors will only advise insurance products necessary for appropriate financial planning and which is in the best interest of the client based on the facts known at the time of the recommendation.

D. If we recommend or select other investment advisers for our *clients* and we receive compensation directly or indirectly from those advisers, or we have other business relationships with those advisers, we are required to describe these practices and discuss the conflicts of interest these practices create and how we address them.

[3] Our **Related Persons** are any ***advisory affiliates*** and any ***person*** that is under common ***control*** with our firm.
Advisory Affiliate: Our advisory affiliates are (1) all of our officers, partners, or directors (or any ***person*** performing similar functions); (2) all ***persons*** directly or indirectly ***controlling*** or ***controlled*** by us; and (3) all of our current ***employees*** (other than ***employees*** performing only clerical, administrative, support or similar functions).
Person: A natural person (an individual) or a company. A company includes any partnership, corporation, trust, limited liability company ("LLC"), limited liability partnership ("LLP"), sole proprietorship, or other organization.

Please see Item 4B of this Brochure.

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

A. Brief description of our Code of Ethics adopted pursuant to SEC rule 204A-1 and offer to provide a copy of our Code of Ethics to any *client* or prospective *client* upon request.

We recognize that the personal investment transactions of members and employees of our firm demand the application of a high Code of Ethics and require that all such transactions be carried out in a way that does not endanger the interest of any client. At the same time, we believe that if investment goals are similar for clients and for members and employees of our firm, it is logical and even desirable that there be common ownership of some securities.

Therefore, in order to prevent conflicts of interest, we have in place a set of procedures (including a pre-clearing procedure) with respect to qualifying transactions effected by our members, officers and employees for their personal accounts[4]. In order to monitor compliance with our personal trading policy, we oversee our associates qualifying positions held with our firm, and have a quarterly securities transaction reporting system for all of our associates with qualifying holdings held away.

Furthermore, our firm has established a Code of Ethics which applies to all of our associated persons. An investment adviser is considered a fiduciary. As a fiduciary, it is an investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. We have a fiduciary duty to all clients. Our fiduciary duty is considered the core underlying principle for our Code of Ethics which also includes Insider Trading and Personal Securities Transactions Policies and Procedures. We require all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to comply with our Code of Ethics. Our firm and supervised persons must conduct business in an honest, ethical, and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of our Code of Ethics. However, if a client or a potential client wishes to review our Code of Ethics in its entirety, a copy will be provided promptly upon request.

B. If our firm or a *related person* invests in the same securities (or related securities, *e.g.*, warrants, options or futures) that our firm or a *related person* recommends to *clients*, we are required to

[4] For purposes of the policy, our associate's personal account generally includes any account (a) in the name of our associate, his/her spouse, his/her minor children or other dependents residing in the same household, (b) for which our associate is a trustee or executor, or (c) which our associate controls, including our client accounts which our associate controls and/or a member of his/her household has a direct or indirect beneficial interest in.

describe our practice and discuss the conflicts of interest this presents and generally how we address the conflicts that arise in connection with personal trading.

See Item 11A of this Brochure. Related persons of our firm may buy or sell securities and other investments that are also recommended to clients. In order to minimize this conflict of interest, our related persons will place client interests ahead of their own interests and adhere to our firm's Code of Ethics, a copy of which is available upon request.

C. If our firm or a *related person* recommends securities to *clients*, or buys or sells securities for *client* accounts, at or about the same time that you or a *related person* buys or sells the same securities for our firm's (or the *related person's* own) account, we are required to describe our practice and discuss the conflicts of interest it presents. We are also required to describe generally how we address conflicts that arise.

See Item 11A of this brochure. Related persons of our firm may buy or sell securities for themselves at or about the same time they buy or sell the same securities for client accounts. In order to minimize this conflict of interest, our related persons will place client interests ahead of their own interests and adhere to our firm's Code of Ethics, a copy of which is available upon request. Further, our related persons will refrain from buying or selling the same securities within 24 hours of buying or selling for our clients, if it is known to them. If related persons' accounts are included in a block trade, our related persons will always trade personal accounts last.

Item 12. Brokerage Practices

A. Description of the factors that we consider in selecting or recommending broker-dealers for *client* transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

1. Research and Other Soft Dollar Benefits. If we receive research or other products or services other than execution from a broker-dealer or a third party in connection with *client* securities transactions ("soft dollar benefits"), we are required to disclose our practices and discuss the conflicts of interest they create. Please note that we must disclose all soft dollar benefits we receive, including, in the case of research, both proprietary research (created or developed by the broker-dealer) and research created or developed by a third party.

Our firm has an arrangement with Charles Schwab. Under the arrangement with Charles Schwab we receive services which include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support our firm in conducting business and in serving the best interests of our clients but that may benefit our firm.

a. Explanation of when we use *client* brokerage commissions (or markups or markdowns) to obtain research or other products or services, and how we receive a benefit because our firm does not have to produce or pay for the research, products or services.

As part of the arrangement described in Item 12A1, Charles Schwab also makes certain research and brokerage services available at no additional cost to our firm. These services include certain research and brokerage services, including research services obtained by Charles Schwab directly from independent research companies, as selected by our firm (within specific parameters). Research products and services provided by Charles Schwab to our firm may include research reports on recommendations or other information about, particular companies or industries; economic surveys, data and analyses; financial publications; portfolio evaluation services; financial database software and services; computerized news and pricing services; quotation equipment for use in running software used in investment decision-making; and other products or services that provide lawful and appropriate assistance by Charles Schwab to our firm in the performance of our investment decision-making responsibilities. The aforementioned research and brokerage services are used by our firm to manage accounts for which we have investment discretion. Without this arrangement, our firm might be compelled to purchase the same or similar services at our own expense.

b. Incentive to select or recommend a broker-dealer based on our interest in receiving the research or other products or services, rather than on our *clients*' interest in receiving best execution.

As a result of receiving the services discussed in 12A(1)a of this Firm Brochure for no additional cost, we may have an incentive to continue to use or expand the use of Charles Schwab' services. Our firm examined this potential conflict of interest when we chose to enter into the relationship with Charles Schwab and we have determined that the relationship is in the best interest of our firm's clients and satisfies our client obligations, including our duty to seek best execution.

Charles Schwab charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, commissions may be charged for individual equity and debt securities transactions). Charles Schwab enables us to obtain many no-load mutual funds, stocks, and ETFs without transaction charges and other no-load funds at nominal transaction charges. Charles Schwab' commission rates are generally discounted from customary retail commission rates. However, the commission and transaction fees charged by Charles Schwab may be higher or lower than those charged by other custodians and broker-dealers.

c. Causing *clients* to pay commissions (or markups or markdowns) higher than those charged by other broker-dealers in return for soft dollar benefits (known as paying-up).

We have nothing to disclose in this regard.

d. Disclosure of whether we use soft dollar benefits to service all of our *clients*' accounts or only those that paid for the benefits, as well as whether we seek to allocate soft dollar benefits to *client* accounts proportionately to the soft dollar credits the accounts generate.

Although the investment research products and services that may be obtained by our firm will generally be used to service all of our clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account.

e. Description of the types of products and services our firm or any of our *related persons* acquired with *client* brokerage commissions (or markups or markdowns) within our last fiscal year.

We have nothing to disclose in this regard.

f. Explanation of the procedures we used during our last fiscal year to direct *client* transactions to a particular broker-dealer in return for soft dollar benefits we received.

We have nothing to disclose in this regard.

2) Brokerage for *Client* Referrals. If we use client brokerage to compensate or otherwise reward brokers for client referrals, we must disclose this practice, the conflicts of interest it creates, and any procedures we used to direct client brokerage to referring brokers during the last fiscal year (*i.e.*, the system of controls used by us when allocating brokerage)

Our firm does not receive brokerage for client referrals.

3) Directed Brokerage.

a. If we routinely recommend, request or require that a *client* directs us to execute transactions through a specified broker-dealer, we are required to describe our practice or policy. Further, we must explain that not all advisers require their *clients* to direct brokerage. If our firm and the broker-dealer are affiliates or have another economic relationship that creates a material conflict of interest, we are further required to describe the relationship and discuss the conflicts of interest it presents by explaining that through the direction of brokerage we may be unable to achieve best execution of *client* transactions, and that this practice may cost our *clients* more money.

Clients generally may not seek to limit or restrict our discretionary authority in making the determination of Charles Schwab, with whom orders for the purchase or sale of securities are placed for execution. Clients seeking to limit our authority in this area by directing that transactions (or some specified percentage of transactions) be executed through specified brokers in return for portfolio evaluation or other services deemed by the client to be of value must do so in writing.

We provide appropriate disclosure in writing to clients who direct trades to Charles Schwab. Should you require a different broker/dealer we will inform you in writing that your trade orders may not be aggregated with other clients' orders and that direction of brokerage may hinder best execution.

Special Considerations for ERISA Clients

A retirement or ERISA plan client may direct all or part of portfolio transactions for its account through a specific broker or dealer in order to obtain goods or services on behalf of the plan. Such direction is permitted provided that the goods and services provided are reasonable expenses of the plan incurred in the ordinary course of its business for which it otherwise would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the plan. Consequently, we will request that plan sponsors who direct plan brokerage provide us with a letter documenting that this arrangement will be for the exclusive benefit of the plan.

b. If we permit a *client* to direct brokerage, we are required to describe our practice. If applicable, we must also explain that we may be unable to achieve best execution of your transactions. Directed brokerage may cost *clients* more money. For example, in a directed brokerage account, you may pay higher brokerage commissions because we may not be able to aggregate orders to reduce transaction costs, or you may receive less favorable prices on transactions.

See Item 12A(3) of this Brochure.

B. Discussion of whether, and under what conditions, we aggregate the purchase or sale of securities for various *client* accounts in quantities sufficient to obtain reduced transaction costs (known as bunching). If we do not bunch orders when we have the opportunity to do so, we are required to explain our practice and describe the costs to *clients* of not bunching.

We perform investment management services for various clients. There are occasions on which portfolio transactions may be executed as part of concurrent authorizations to purchase or sell the same security for numerous accounts served by our firm, which involve accounts with similar investment objectives. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to any one or more particular accounts, they are affected only when we believe that to do so will be in the best interest of the effected accounts. When such concurrent authorizations occur, the objective is to allocate the executions in a manner which is deemed equitable to the accounts involved. In any given situation, we attempt to allocate trade executions in the most equitable manner possible, taking into consideration client objectives, current asset allocation and availability of funds using price averaging, proration and consistently non-arbitrary methods of allocation.

Item 13. Review of Accounts or Financial Plans

A. Review of *client* accounts or financial plans, along with a description of the frequency and nature of our review, and the titles of our *employees* who conduct the review.

We review client accounts on a periodic basis and at least annually, regardless of whether the client meets with us. We may offer to schedule a dedicated review meeting with clients on a periodic basis at our discretion, subject to reasonable scheduling flexibility, to discuss the review findings and the client's overall financial plan. Clients may also request a review meeting at any time. The nature of these client meetings is to evaluate the client's overall financial plan and ensure that account structures align with their long-term investment objectives, updated net worth metrics, and life timelines. While we review allocations, the primary value of our review process is holistic financial planning, behavioral coaching, and wealth structuring, rather than initiating short- term or high-volume trade executions. This applies to the following: Comprehensive Portfolio Management and Third Party Money Management clients.

B. Review of *client* accounts on other than a periodic basis, along with a description of the factors that trigger a review.

   We may review client accounts more frequently than described above. Among the factors which may trigger an off-cycle review are major market or economic events, the client's life events, requests by the client, etc.

C. Description of the content and indication of the frequency of written or verbal regular reports we provide to *clients* regarding their accounts.

We do not provide written reports to clients, unless asked to do so. Verbal reports to clients take place on a periodic basis, but only when a meeting with the client takes place. Verbal reports are not provided independently of client meetings, unless specifically requested by the client. We may offer to schedule a dedicated review meeting with clients on a periodic basis at our discretion, subject to reasonable scheduling flexibility. Clients may also request a verbal report or review meeting at any time. This applies to the following: Comprehensive Portfolio Management and Third-Party Money Management clients.

Item 14. Client Referrals and Other Compensation

A. If someone who is not a *client* provides an economic benefit to our firm for providing investment advice or other advisory services to our *clients*, we must generally describe the arrangement. For purposes of this Item, economic benefits include any sales awards or other prizes.

   Other than the disclosure in Item 12 of this Brochure, we have nothing further to disclose in this regard.

B. If our firm or a *related person* directly or indirectly compensates any *person* who is not our *employee* for *client* referrals, we are required to describe the arrangement and the compensation.

   SmartVestor™ is an advertising and referral service for investment professionals operated by The Lampo Group, LLC d/b/a Ramsey Solutions ("Ramsey Solutions"). Ramsey Solutions is a paid, non-client promoter of SmartVestor Pros. Ramsey Solutions is not an investment

advisor. When you provide your contact information through the SmartVestor site, Ramsey Solutions will introduce you to up to five (5) investment professionals ("Pros") that cover your geographic area. Ramsey Solutions is a paid, non-client promoter of Pros. Each Pro has entered into an agreement with Ramsey Solutions under which the Pro pays Ramsey Solutions compensation for participating in the SmartVestor program, resulting in a material conflict of interest. Due to the compensation received by Ramsey Solutions, it has a financial incentive to introduce you to Pros, including an incentive to present certain Pros that offer

their services on a national basis ("National Pros") more often than other National Pros that pay lower fees.

Ramsey Solutions is compensated through a combination of fees, consisting of a flat monthly membership fee and a flat monthly territory fee to advertise the Pro's services through SmartVestor and to receive client referrals from interested consumers who are located in Pro's geographic area. Each Pro may also, if applicable, pay Ramsey Solutions a one-time training fee. The fees paid by the Pros to Ramsey Solutions are paid irrespective of whether you become a client of a Pro and are not passed along to you. However, you should understand that all of the Pros that are available through SmartVestor pay Ramsey Solutions fees to participate in the program. Further, the amount of compensation each Pro pays to Ramsey Solutions will vary based on certain factors, including whether the Pros participate in training and choose to advertise in local or national markets. The required Solicitors Disclosure is provided at the time of solicitation to all potential clients by DRS and is also available upon request.

Item 15. Custody

A. If we have *custody* of *client* funds or securities and a qualified custodian as defined in SEC rule 206(4)-2 or similar state rules (for example, a broker-dealer or bank) does not send account statements with respect to those funds or securities directly to our *clients*, we must disclose that we have *custody* and explain the risks that you will face because of this.

All of our clients receive at least quarterly account statements directly from their custodians. Upon opening an account with a qualified custodian on a client's behalf, we promptly notify the client in writing of the qualified custodian's contact information. If we decide to also send account statements to clients, such notice and account statements include a legend that recommends that the client compare the account statements received from the qualified custodian with those received from our firm.

Fee Deduction

State Securities Bureaus or their equivalent generally take the position that any arrangement under which a registered investment adviser is authorized or permitted to withdraw client funds or securities maintained with a custodian upon the adviser's instruction to the custodian is deemed to have custody of client funds and securities.

As such, we have adopted the following safeguarding procedures:

(1) Our clients must provide us with written authorization permitting direct payment to us of our advisory fees from their account(s) maintained by a custodian who is independent of our firm;
(2) We must send a statement to our clients showing the amount of our fee, the value of your assets upon which our fee was based, and the specific manner in which our fee was calculated;

(3) We must disclose to you that it is your responsibility to verify the accuracy of our fee calculation, and that the custodian will not determine whether the fee is properly calculated; and
(4) Your account custodian must agree to send you a statement, at least quarterly, showing all disbursements from your account, including advisory fees.

Disbursement Authorization

Pursuant to Rule 206(4)-2 (the "Custody Rule"), investment advisers are deemed to have custody over client funds or securities where the investment adviser has authority to transfer or disburse client funds. As a convenience and service for our clients, some clients may authorize our firm, through the client's acting custodian(s), to assist with such transfers and/or disbursements. In these instances, we are deemed to have custody over client accounts since we will have disbursement or money-movement authority.

Consequently, we have taken steps to implement controls in efforts to comply with the SEC's Custody Guidance (SEC No-Action Letter dated February 21, 2017; SEC Custody Rule FAQ II.4; and IM Guidance Update No. 2017-01), including, but not limited to: (1) adhering to the seven conditions specific to Standing Letters of Authorization delineated in the SEC No-Action Letter; (2) amending our Form ADV; and (3) amending our internal policies procedures. Since many of the seven conditions involve the qualified custodian's operations, we will collaborate closely with our clients' acting custodian(s) in efforts to ensure that the representations are being satisfied.

B. If we have *custody* of *client* funds or securities and a qualified custodian sends quarterly, or more frequent, account statements directly to our *clients*, we are required to explain that you will receive account statements from the broker-dealer, bank, or other qualified custodian and that you should carefully review those statements.

We encourage our clients to raise any questions with us about the custody, safety or security of their assets. The custodians we do business with will send you independent account statements at least quarterly listing your account balance(s), transaction history and any fee debits or other fees taken out of your account. You should carefully review account these statements for accuracy, and contact us immediately if you have any questions.

Item 16. Investment Discretion

If we accept *discretionary authority* to manage securities accounts on behalf of *clients*, we are required to disclose this fact and describe any limitations our *clients* may place on our authority. The following procedures are followed before we assume this authority:

Our clients need to sign a discretionary investment advisory agreement with our firm for the management of their account. This type of agreement only applies to our Comprehensive Portfolio clients. We do not take or exercise discretion with respect to our other clients. In our sole discretion, we may accept instructions from you that limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account). Such requests must be presented to our firm in writing.

Item 17. Voting Client Securities

A. If we have, or will accept, proxy authority to vote *client* securities, we must briefly describe our voting policies and procedures, including those adopted pursuant to SEC Rule 206(4)-6.

We do not and will not accept the proxy authority to vote client securities. Clients will receive proxies or other solicitations directly from their custodian or a transfer agent. In the event that proxies are sent to our firm, we will forward them on to you and ask the party who sent them to mail them directly to you in the future. Clients may call, write or email us to discuss questions they may have about particular proxy votes or other solicitations.

However, third party money managers selected or recommended by our firm may vote proxies for clients. Therefore, except in the event a third party money manager votes proxies, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Therefore (except for proxies that may be voted by a third party money manager), our firm and/or you shall instruct your qualified custodian to forward to you copies of all proxies and shareholder communications relating to your investment assets.

Item 18. Financial Information

A. If we require or solicit prepayment of more than $1,200 in fees per *client*, six months or more in advance, we must include a balance sheet for our most recent fiscal year.

We do not require, nor do we solicit prepayment of more than $1,200 in fees per *client*, six months or more in advance. Therefore, we have not included a balance sheet for our most recent fiscal year.

B. If we are an SEC-registered adviser and have *discretionary authority* or *custody* of *client* funds or securities, or we require or solicit prepayment of more than $1,200 in fees per *client*, six months or more in advance, we must disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments to *clients*.

We have nothing to disclose in this regard.

C. If we have been the subject of a bankruptcy petition at any time during the past ten years, we must disclose this fact, the date the petition was first brought, and the current status.

We have nothing to disclose in this regard.

Item 19. Requirements for State-Registered Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

Item 20. Additional Information

The following disclosure is being provided to you in accordance with the SEC's Regulation Best Interest (Reg BI) along with the Department of Labor's (DOL) Fiduciary Rule. The Department of Labor's ("DOL") "Conflict of Interest Rule", also known as the Fiduciary Rule (the "Rule"). This Rule requires fiduciaries to retirement plans, plan participants, and individual retirement account (IRA) owners ("Retirement Investors") to act impartially and provide advice that is in their clients' best interest.

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 interests 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

Compare Options

Investors considering rolling over assets from a qualified employer-sponsored retirement plan ("Employer Plan") to an Individual Retirement Account ("IRA") should review and consider the advantages and disadvantages of an IRA rollover from their Employer Plan.

Options

A plan participant leaving an employer typically has four options (and may engage in a combination of these options):

1. Leave the money in the former employer's plan, if permitted.
2. Rollover the assets to a new employer's plan (if available and rollovers are

permitted);
3. Rollover Employer Plan assets to an IRA; or
4. Cash out the Employer Plan assets and pay the required taxes on the distribution.

You may choose to take money out of your 401(k) plan. Cashing out the account is an option and willgive you immediate access to your money. There are drawbacks. First, taking the money now means your money will no longer have the potential to continue to grow tax deferred. Second, any cash distribution will be subject to state and federal taxes and, before age 59 ½, a 10% withdrawal penalty may apply.

If appropriate in your situation, your investment advisor may recommend that you roll over your employer plan assets to a Rollover IRA. You do not have to pay federal or state taxes if you roll over employer plan assets to a Rollover IRA, and the funds in an IRA continue to grow on a tax-deferred basis. When you withdraw the money for retirement, you will only be taxed on the amount you withdraw from the Rollover IRA each year.

CONFLICT OF INTEREST

By recommending that you rollover your Employer Plan or IRA assets to an IRA, Compass Financial Group and your investment advisor may earn an asset-based fee as a result, if you decide to have the Investment Adviser Firm manage those assets. In contrast, leaving assets in your Employer Plan or rolling the assets to a plan sponsored by a new employer results in little or no compensation to Compass Financial Group and your investment advisor. You are under no obligation to rollover Employer Plan assets to an IRA managed by your investment advisor.

The Investment Adviser Firm and your investment advisor have a duty to act in the "Best Interest" of the retirement investor when providing investment advice with respect to retirement assets. Simply put, this means that your investment advisor must act with the care, skill, prudence, and diligence that a prude t person would exercise based on the current circumstances. Your investment advisor' s advice must be based on the investment objectives, risk tolerance, financial circumstances and needs of the retirem ent investor. The advice must also be made without regard to the financial interests of your investment advisor, the Investment Adviser Firm, or any of their affiliates.

Fiduciary Rule Requirements: When making a recommendation to roll over from an ERISA Plan to an IRA, your investment advisor is required to document the specific reason or reasons why the recommendation was considered to be in the Best Interest of the Retirement Investor. This documentation must include:

1. Consideration of the alternatives to a rollover, including leaving the money in your currentemployer's Plan, if permitted.

2. Consideration of the fees and expenses associated with both the Plan and the IRA, includingwhether your current employer pays for some or all of the plan' s administrative expenses; and
3. The different levels of services and investments available under each option.

Where to get the information: Information about your 401(k) plan is available by obtaining the fee disclosure document, also known as the Rule 404a-S disclosure. Plan sponsors are required to provide plan participants with an annual notice disclosing plan expenses {administration, individual and investment-related) to 401k participants. Your most current 401(k) statement also provides information about fees and expenses charged to you as a participant in the plan. This statement provides information about the investment options available in the 401(k) plan.

In order to satisfy these requirements, a Rollover Disclosure Statement will be provided and signed by both the advisor and client whenever relevant rollovers are occurring.

ITEM 1 - COVER PAGE FOR
PART 2A APPENDIX 1 OF FORM ADV:
WRAP FEE PROGRAM BROCHURE
July 2026

COMPASS FINANCIAL GROUP, INC ("CFG")
4300 SOUTH LOUISE AVE., SUITE 300
SIOUX FALLS, SD 57106
605-338-7150

FIRM CONTACT: JOHN HALLER CO-CHIEF COMPLIANCE OFFICER

FIRMS WEBSITE ADDRESS: WWW.COMPASSFIN.NET

This wrap fee program brochure provides information about the qualifications and business practices of CFG. If you have any questions about the contents of this brochure, please contact by telephone at (605) 338-7150 or email at john@compassfin.net. 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 CFG also is available on the SEC's website at www.adviserinfo.sec.gov .

Please note that the use of the term "registered investment adviser" and description of CFG and/or our associates as "registered" does not imply a certain level of skill or training. You are encouraged to review this Brochure and Brochure Supplements for our firm's associates who advise you for more information on the qualifications of our firm and our employees.

Item 2 - Material Changes to Part 2A Appendix 1 (Wrap Fee Program Brochure) of Our Form ADV:

CFG is required to advise you of any material changes to our Wrap Fee Program Brochure from our last annual update. We must state clearly that we are discussing only material changes since the last annual update of our Wrap Brochure, dated July 1, 2025.

Item 4. Services, Fees and Compensation

- Item 4(i) (review cadence): removed the "if they make themselves available" qualifier; client accounts are now reviewed on a periodic basis regardless of client availability; meeting offers changed from "generally though not strictly annually" to at the firm's discretion; added that clients may request a review meeting at any time; updated to describe the nature of reviews as holistic financial planning, behavioral coaching, and wealth structuring.

Item 9B(2). Additional Information - Review of Accounts

- Item 9B(2)(a) (review cadence): removed the "if the client makes themselves available" qualifier; accounts are now reviewed on a periodic basis regardless of client availability; meeting offers changed from "generally though not strictly annually" to at the firm's discretion; added that clients may request a review meeting at any time; updated to describe the nature of reviews as holistic financial planning, behavioral coaching, and wealth structuring.

- Item 9B(2)(c) (verbal reports): removed the "if the client makes themselves available" qualifier; verbal reports take place on a periodic basis when a meeting occurs; meeting offers changed from "generally though not strictly annually" to at the firm's discretion; clients may request a verbal report or review meeting at any time; added explicit statement that written reports are not provided unless requested.

Item 3 - Table of Contents:

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Item 4 - Services, Fees and Compensation

A. Description of our services, including the types of portfolio management services, provided under each program. We must indicate the wrap fee charged for each program, or, if fees vary according to a schedule, provide such schedule. Further, we are required to indicate whether fees are negotiable and identify the portion of the total fee, or range of fees, paid to portfolio managers.

We offer wrap fee programs as described in this Wrap Fee Program Brochure. Our wrap fee accounts are managed on an individualized basis according to the client's investment objectives, financial goals, risk tolerance, etc. Our fees are generally negotiable. Given that the fees are negotiable, and that there is not a standard fee arrangement, CFG wants to disclose the fact that this can create fee-related conflicts, such as those associated with select clients negotiating lower fees when similar services are provided to other clients at a higher fee rate. CFG retains the right to negotiate the fees for our advisory services in a manner that we deem appropriate. This determination will generally be based on an aggregate of the client's assets under management, complexity, needs, goals, and possibly on relationships to other clients or CFG related persons. It may also be based on market competition in general or specific to that client.

(i) Comprehensive Portfolio Management Wrap Fee Program:

Our comprehensive portfolio management service encompasses asset management as well as providing financial planning/financial consulting to clients. It is designed to assist clients in meeting their financial goals through the use of financial investments. We request at least one, but sometimes more than one meeting (in person if possible, otherwise via telephone or web conference) with clients in order to understand their current financial situation, existing resources, financial goals, and tolerance for risk. Based on what the client chooses to share with us and what we learn, we propose an investment approach to the client. We may propose an investment portfolio, consisting of exchange traded funds, mutual funds, individual stocks or bonds, or other securities. Upon the client's agreement to the proposed investment plan and/or our services, we work with the client to establish or transfer investment accounts so that we can manage the client's portfolio. Once the relevant accounts are under our management, we review client accounts on a periodic basis and at least annually, regardless of whether the client meets with us. We may offer to schedule a dedicated review meeting with clients on a periodic basis at our discretion, subject to reasonable scheduling flexibility, to discuss the review findings and the client's overall financial plan. Clients may also request a review meeting at any time. The nature of these client meetings is to evaluate the client's overall financial plan and ensure that account structures align with their long-term investment objectives, updated net worth metrics, and life timelines. While we review allocations, the primary value of our review process is holistic financial planning, behavioral coaching, and wealth structuring, rather than initiating short-term or high-volume trade executions.

Comprehensive Portfolio Management Wrap Fee Program Fee Schedule:

Assets under management	Annual Percentage of assets charge*:
Any Assets	As per agreement to maximum of 1.5%

*Our firm's fees are billed on a pro-rata annualized basis quarterly in advance based on the value of your account on the last day of the previous quarter.

While advisory fees are calculated on your account value at the start of each billing quarter as described above, when deposits or withdrawals occur during a billing quarter your fee is adjusted by a prorated charge or rebate reflecting the number of days those funds were present in the account. For accounts opened mid-quarter, the prorated fee for the partial initial period is included in the first full quarterly billing rather than billed immediately.

Advisory fees are calculated based on the total market value of assets in your account, including any assets purchased on margin. This means that if you use margin borrowing, the fee will be calculated on the full value of the account including borrowed funds. This creates a conflict of interest as our fees increase with the use of margin.

B. Explanation that a wrap fee program may cost you more or less than purchasing such services separately and description of the factors that bear upon the relative cost of the program, such as the cost of the services if provided separately and the trading activity in your account(s).

A wrap fee program allows our clients to pay a specified fee for investment advisory services and the execution of transactions. The advisory services may include portfolio management and/or advice concerning selection of other advisers, and the fee is not based directly upon transactions in your account. Your fee is bundled with our costs for executing transactions in your account(s). We do not charge our clients higher advisory fees based on their trading activity, but you should be aware that we may have an incentive to limit our trading activities in your account(s) because we are charged for certain executed trades. By participating in a wrap fee program, you may end up paying more or less than you would through a non-wrap fee program where a lower advisory fee may be charged, but trade execution costs are passed directly through to you by the executing broker.

This can create a conflict of interest in situations where we pay the transaction fees, whereby we would benefit by using funds without transaction charges when lower cost funds with transaction charges may exist. Additionally, we do not generally pay transaction fees for systematic trades of mutual funds, nor trades on certain "no trade fee" mutual funds (such as Schwab Funds and T. Rowe Price Funds), nor trades on stocks or ETFs. We recognize and disclose this conflict and, as available, mutual fund share class selection and overall investment election will be made in the best interest of the client, from a holistic and qualitative standpoint. CFG and the advisor will attempt to mitigate trade costs as long as it does not increase the cost to the client for the same fund/position.

CFG and its advisors may use a more expensive mutual fund share class if there is a determination that a more expensive share class is presently in the best interest of the client from a qualitative standpoint. Additionally, the determination of whether to advise mutual

funds and/or ETFs will be up to the discretion of each advisor and generally based on client desires and goals, diversification goals, tax treatment, client knowledge and understanding, funding consistency and regularity, liquidity needs, and adviser allocation goals.

We wish to make clear that our compensation is primarily for asset management and access to financial advice and planning. Our goal is not simply to obtain the lowest cost structure or the least expensive investments or trades from a quantitative standpoint, but rather what we feel are the qualitatively best investments for a client's goals and situation. While trade fees are paid by us, many custodians offer trades without ticket charges and less expensive transaction costs could possibly be obtained elsewhere if trade execution and fund costs are the only consideration. Thus, we want to reiterate that (1) We only offer WRAP accounts in which we cover the trade fees as we feel that it offers the simplest and cleanest financial planning relationship (2) The WRAP management fee is primarily for asset management and access to financial advice and planning (3) We would charge the same fee even if you wanted to pay the trade fees yourself (4) If you are only looking for free trades then this can likely be obtained many places at a lower net cost (5) A conflict of interest exists given that CFG pays trade fees as explained above. That being said, trading volume will likely always be relatively low given that CFG believes in buy and hold investing as a principle.

C. Description of any fees that you may pay in addition to a wrap fee, and description of the circumstances under which you may pay these fees, including, if applicable, mutual fund expenses and mark-ups, mark-downs, or spreads paid to market makers.

You may pay custodial fees, fees for trades executed away from custodian, charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. These fees are not included within the wrap-fee you are charged by our firm.

D. If someone recommending a wrap fee program to you, receives compensation as a result of your participation in the program, we must disclose this fact. Further, we are required to explain, if applicable, that the amount of the compensation may be more than what the person would receive if you participated in our other wrap fee program or paid separately for investment advice, brokerage and other services. Finally, we must explain that someone recommending a wrap fee program may have a financial incentive to recommend the wrap fee program over other programs or services.

Our investment advisory representatives receive all or a portion of the advisory fee that you pay us, either directly as a percentage of your overall fee or as their salary from our firm. In cases where our investment advisory representatives are paid a percentage of your overall advisory fee, this may create an incentive to recommend that you participate in a wrap fee program rather than a non-wrap fee program (where you would pay for trade execution costs) or brokerage account where commissions are charged. CFG mitigates this conflict of interest by allowing the advisory fee to be negotiated regardless of the program and by generally only offering the wrap fee program to clients.

Item 5 - Account Requirements and Types of Clients

We have the following types of clients:

- Individuals and High Net Worth Individuals;
- Trusts, Estates or Charitable Organizations;
- Corporations, limited liability companies and/or other business types.

We do not have requirements for opening and maintaining accounts or otherwise engaging us; however, we have the right to terminate or reject your Account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively.

Item 6 - Portfolio Manager Selection and Evaluation

A. Description of how our firm selects and reviews portfolio managers, our basis for recommending or selecting portfolio managers for particular clients, and our criteria for replacing or recommending the replacement of portfolio managers for the program and for particular clients.

We are the sponsor and sole portfolio manager for the Program. Refer to *Services, Fees, and Compensation* for additional disclosures on costs associated with your participation in the Program. Therefore, the portfolio manager responsible for the management of your accounts under this Wrap Fee Program will be the Investment Adviser Representative(s) (IARs) that you work with at our firm, under the framework of this Program. We do not select third party portfolio managers for clients that participate in this Program.

B. Disclosure of whether our firm or any related persons act as a portfolio manager for a wrap fee program described in the wrap fee program brochure. We must explain the conflicts of interest that we face because of this arrangement and describe how we address these conflicts of interest. Further, we must disclose whether related person portfolio managers are subject to the same selection and review as the other portfolio managers that participate in the wrap fee program. If they are not, we must describe how we select and review related person portfolio managers.

Our firm and its related persons act as portfolio manager(s) for the wrap fee program(s) previously described in this Wrap Fee Program Brochure. This may create a conflict of interest in that other investment advisory firms may charge the same or lower fees than our firm for similar services. Our related person portfolio managers are not subject to the same selection and review as outside portfolio managers that participate in the wrap fee program. This is because we have chosen not to utilize outside portfolio managers.

C. If our firm, or any of our supervised persons covered under or investment adviser registration, act as a portfolio manager for a wrap fee program described in the wrap fee program brochure, we must respond to Items 4.B, 4.C, 4.D (Advisory Business), 6 (Performance-Based Fees and Side- By-Side Management), 8.A (Methods of Analysis, Investment Strategies and Risk of Loss) and 17 (Voting Client Securities) of Part 2A of Form ADV (Firm Brochure).

Our firm and supervised persons do act as portfolio manager(s) for a wrap fee program described in this Wrap Fee Program Brochure.

(i) Advisory Business:

See Item 4 of this Wrap Fee Program Brochure for information about our wrap fee advisory programs.

(ii) Individual Tailoring of Advice to Clients:

We offer individualized investment advice to clients utilizing the following services offered by our firm: Comprehensive Portfolio Management.

(iii) Ability of Clients to Impose Restrictions on Investing in Certain Securities or Types of Securities:

We usually do not allow clients to impose restrictions on investing in certain securities or types of securities due to the level of difficulty this would entail in managing their account. In the rare instance that we would allow restrictions, it would be limited to the following services: Comprehensive Portfolio Management.

(iv) Participation in *wrap fee programs.*

We only offer wrap fee accounts to our clients, which are managed on an individualized basis according to the client's investment objectives, financial goals, risk tolerance, etc, if they choose to share them with us. We do not manage non-wrap fee accounts.

(v) Performance-based fees and side-by-side management.

We do not charge performance fees to our clients.

(vi) Methods of analysis, investment strategies and risk of loss.

Description of the methods of analysis and investment strategies we use in formulating investment advice or managing assets.

Our Methods of Analysis and Investment Strategies

We use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Technical Analysis - involves studying past price patterns, trends and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities.

> **Risk:** The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

> **Risk**: The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

> **Risk:** Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

> **Risk:** Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Trading - As part of our primary investment strategy when managing your account(s), we will use frequent trading (in general, selling securities within 30 days of purchasing the same securities). Short-term trading is not appropriate for all investors and we only use it if we have determined that it is suitable for you. Short-term trading includes buying and selling securities frequently in an attempt to capture significant market gains and avoid significant losses.

> **Risk:** When a frequent trading policy is in effect, there is a risk that investment performance within your account may be negatively affected, particularly through increased brokerage and other transactional costs and taxes.

Margin Transactions - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

> **Risk:** If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.

Option Writing - a securities transaction that involves selling an option. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell a particular security at a specified price on or before the expiration date of the option. When an investor sells a call option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. When an investor sells a put option, he or she must pay the strike price per share if the buyer exercises the option, and will receive the specified number of shares. The option writer/seller receives a premium (the market price of the option at a particular time) in exchange for writing the option.

> **Risk:** Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.

Tax Considerations
Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Custodians and broker-dealers must report the cost basis of equities acquired in client accounts. Your custodian will default to the First-In First-Out ("FIFO") accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss
Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Other Risk Considerations
When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective client before retaining our services.

Liquidity Risk: The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price

or it may not be possible to sell the investment at all.

Credit Risk: Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Inflation and Interest Rate Risk: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

Horizon and Longevity Risk: The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for people who are retired, or are nearing retirement.

(vii) Voting client securities.

We do not and will not accept the proxy authority to vote client securities. Clients will receive proxies or other solicitations directly from their custodian or a transfer agent. In the event that proxies are sent to our firm, we will forward them on to you and ask the party who sent them to mail them directly to you in the future. Clients may call, write or email us to discuss questions they may have about particular proxy votes or other solicitations.

Therefore, our firm and/or you shall instruct your qualified custodian to forward to you copies of all proxies and shareholder communications relating to your investment assets.

Item 7 - Client Information Provided to Portfolio Manager(s)

In order to provide the Program services, we will share your private information with your account custodian, Schwab. We may also provide your private information to mutual fund companies and/or private managers as needed. We will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our Privacy Policy.

Item 8 - Client Contact with Portfolio Manager(s)

Without restriction, you should contact our firm or your advisory representative directly with any questions regarding your Program account. You should contact your advisory representative with

respect to changes in your investment objectives, risk tolerance, or requested restrictions placed on the management of your Program assets.

Item 9 - Additional Information

A. We are required to respond to: 1. Item 9 (Disciplinary Information); and 2. Item 10 (Other Financial Industry Activities and Affiliations) of Part 2A of Form ADV.

1. We have determined that our firm and management have no disciplinary information to disclose.

B. We are required to respond to: 1. Items 11 (Code of Ethics or Interest in Client Transactions and Personal Trading); 2. Item 13 (review of Accounts); 3. Item 14 (Client Referrals and Other Compensation); and 4. Item 18 (Financial Information) of Part 2A of Form ADV, as applicable to our wrap fee clients.

1. Code of ethics, participation or interest in client transactions and personal trading.

Brief description of our Code of Ethics adopted pursuant to SEC rule 204A-1 and offer to provide a copy of our Code of Ethics to any *client* or prospective *client* upon request.

We recognize that the personal investment transactions of members and employees of our firm demand the application of a high Code of Ethics and require that all such transactions be carried out in a way that does not endanger the interest of any client. At the same time, we believe that if investment goals are similar for clients and for members and employees of our firm, it is logical and even desirable that there be common ownership of some securities.

Therefore, in order to prevent conflicts of interest, we have in place a set of procedures (including a pre-clearing procedure) with respect to qualifying transactions effected by our members, officers and employees for their personal accounts [1]. In order to monitor compliance with our personal trading policy, we oversee our associates qualifying positions held with our firm, and have a quarterly securities transaction reporting system for all of our associates with qualifying holdings held away.

Furthermore, our firm has established a Code of Ethics which applies to all of our associated persons. An investment adviser is considered a fiduciary. As a fiduciary, it is an investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. We have a fiduciary duty to all clients. Our fiduciary duty is considered the core underlying principle for our Code of Ethics which also includes Insider Trading and Personal Securities Transactions Policies and Procedures. We require all of our supervised persons to conduct business with the highest level of ethical standards

[1] For purposes of the policy, our associate's personal account generally includes any account (a) in the name of our associate, his/her spouse, his/her minor children or other dependents residing in the same household, (b) for which our associate is a trustee or executor, or (c) which our associate controls, including our client accounts which our associate controls and/or a member of his/her household has a direct or indirect beneficial interest in.

and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to comply with our Code of Ethics. Our firm and supervised persons must conduct business in an honest, ethical, and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of our Code of Ethics. However, if a client or a potential client wishes to review our Code of Ethics in its entirety, a copy will be provided promptly upon request.

b) If our firm or a *related person* invests in the same securities (or related securities, *e.g.*, warrants, options or futures) that our firm or a *related person* recommends to *clients*, we are required to describe our practice and discuss the conflicts of interest this presents and generally how we address the conflicts that arise in connection with personal trading.

See Item 9 Section B (1.) of our Code of Ethics description. Related persons of our firm may buy or sell securities and other investments that are also recommended to clients. In order to minimize this conflict of interest, our related persons will place client interests ahead of their own interests and adhere to our firm's Code of Ethics, a copy of which is available upon request.

c) If our firm or a *related person* recommends securities to *clients*, or buys or sells securities for *client* accounts, at or about the same time that you or a *related person* buys or sells the same securities for our firm's (or the *related person's* own) account, we are required to describe our practice and discuss the conflicts of interest it presents. We are also required to describe generally how we address conflicts that arise.

See Item 9 Section B (1.) of our Code of Ethics description. Related persons of our firm may buy or sell securities for themselves at or about the same time they buy or sell the same securities for client accounts. In order to minimize this conflict of interest, our related persons will place client interests ahead of their own interests and adhere to our firm's Code of Ethics, a copy of which is available upon request. Further, our related persons will refrain from buying or selling the same securities, if known to them, within 24 hours of buying or selling for our clients. If related persons' accounts are included in a block trade, our related persons will always trade personal accounts last.

2. Review of accounts.

a) Review of *client* accounts, along with a description of the frequency and nature of our review, and the titles of our *employees* who conduct the review.

We review client accounts on a periodic basis and at least annually, regardless of whether the client meets with us. We may offer to schedule a dedicated review meeting with clients on a periodic basis at our discretion, subject to reasonable scheduling flexibility, to discuss the review findings and the client's overall financial plan. Clients may also request a review meeting at any time. The nature of these client meetings is to evaluate the client's overall financial plan and ensure that account structures align with their long-term investment objectives, updated net worth metrics, and life timelines. While we review allocations, the primary value of our review process is holistic financial planning, behavioral coaching, and wealth structuring, rather than initiating short-term or high- volume trade executions. This applies to the following: Comprehensive Portfolio Management.

b) Review of *client* accounts on other than a periodic basis, along with a description of the factors that trigger a review.

We may review client accounts more frequently than described above. Among the factors which may trigger an off-cycle review are major market or economic events, the client's life events, requests by the client, etc.

c) Description of the content and indication of the frequency of written or verbal regular reports we provide to *clients* regarding their accounts.

We do not provide written reports to clients, unless asked to do so. Verbal reports to clients take place on a periodic basis, but only when a meeting with the client takes place. Verbal reports are not provided independently of client meetings, unless specifically requested by the client. We may offer to schedule a dedicated review meeting with clients on a periodic basis at our discretion, subject to reasonable scheduling flexibility. Clients may also request a verbal report or review meeting at any time. This applies to the following service(s): Comprehensive Portfolio Management.

3. Client referrals and other compensation.

a) If someone who is not a *client* provides an economic benefit to our firm for providing investment advice or other advisory services to our *clients*, we must generally describe the arrangement. For purposes of this Item, economic benefits include any sales awards or other prizes.

Other than the disclosure in Item 12 of this Brochure, we have nothing further to disclose in this regard.

b) If our firm or a *related person* directly or indirectly compensates any *person* who is not our *employee* for *client* referrals, we are required to describe the arrangement and the compensation.

SmartVestor™ is an advertising and referral service for investment professionals operated by The Lampo Group, LLC d/b/a Ramsey Solutions ("Ramsey Solutions"). Ramsey Solutions is a paid, non-client promoter of SmartVestor Pros. Ramsey Solutions is not an investment advisor. When you provide your contact information through the SmartVestor site, Ramsey Solutions will introduce you to up to five (5) investment professionals ("Pros") that cover your geographic area. Ramsey Solutions is a paid, non-client promoter of Pros. Each Pro has entered into an agreement with Ramsey Solutions under which the Pro pays Ramsey Solutions compensation for participating in the SmartVestor program, resulting in a material conflict of interest. Due to the compensation received by Ramsey Solutions, it has a financial incentive to introduce you to Pros, including an incentive to present certain Pros that offer their services on a national basis ("National Pros") more often than other National Pros that pay lower fees.
Ramsey Solutions is compensated through a combination of fees, consisting of a flat monthly membership fee and a flat monthly territory fee to advertise the Pro's services through SmartVestor and to receive client referrals from interested consumers who are located in Pro's geographic area. Each Pro may also, if applicable, pay Ramsey Solutions a one-time training fee. The fees paid by the Pros to Ramsey Solutions are paid irrespective

of whether you become a client of a Pro and are not passed along to you. However, you should understand that all of the Pros that are available through SmartVestor pay Ramsey Solutions fees to participate in the program. Further, the amount of compensation each Pro pays to Ramsey Solutions will vary based on certain factors, including whether the Pros participate in training and choose to advertise in local or national markets. The required Solicitors Disclosure is provided at the time of solicitation to all potential clients by DRS and is also available upon request.

4. Financial information.

a) If we require or solicit prepayment of more than $500 in fees per *client*, six months or more in advance, we must include a balance sheet for our most recent fiscal year.

We do not require nor do we solicit prepayment of more than $500 in fees per *client*, six months or more in advance, therefore we have not included a balance sheet for our most recent fiscal year.

b) If we are an SEC-registered adviser and have *discretionary authority* or *custody* of *client* funds or securities, or we require or solicit prepayment of more than $500 in fees per *client*, six months or more in advance, we must disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments to *clients*.

We have nothing to disclose in this regard.

c) If we have been the subject of a bankruptcy petition at any time during the past ten years, we must disclose this fact, the date the petition was first brought, and the current status.

We have nothing to disclose in this regard.

5. PTE 2022-02 Disclosure

The following disclosure is being provided to you in accordance with the SEC's Regulation Best Interest (Reg BI) along with the Department of Labor's (DOL) Fiduciary Rule. The Department of Labor's ("DOL") "Conflict of Interest Rule", also known as the Fiduciary Rule (the "Rule"). This Rule requires fiduciaries to retirement plans, plan participants, and individual retirement account (IRA) owners ("Retirement Investors") to act impartially and provide advice that is in their clients' best interest.

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 interests 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

Compare Options

Investors considering rolling over assets from a qualified employer-sponsored retirement plan ("Employer Plan") to an Individual Retirement Account ("IRA") should review and consider the advantages and disadvantages of an IRA rollover from their Employer Plan.

OPTIONS

A plan participant leaving an employer typically has four options (and may engage in a combination of these options):

1. Leave the money in the former employer's plan, if permitted.
2. Rollover the assets to a new employer's plan (if available and rollovers are permitted);
3. Rollover Employer Plan assets to an IRA; or
4. Cash out the Employer Plan assets and pay the required taxes on the distribution.

You may choose to take money out of your 401(k) plan. Cashing out the account is an option and willgive you immediate access to your money. There are drawbacks. First, taking the money now means your money will no longer have the potential to continue to grow tax deferred. Second, any cash distribution will be subject to state and federal taxes and, before age 59 ½, a 10% withdrawal penalty may apply.

If appropriate in your situation, your investment advisor may recommend that you roll over your employer plan assets to a Rollover IRA. You do not have to pay federal or state taxes if you roll over employer plan assets to a Rollover IRA, and the funds in an IRA continue to grow on a tax-deferred basis. When you withdraw the money for retirement, you will only be taxed on the amount you withdraw from the Rollover IRA each year.

CONFLICT OF INTEREST

By recommending that you rollover your Employer Plan or IRA assets to an IRA, Compass Financial Group and your investment advisor may earn an asset-based fee as a result, if you decide to have the Investment Adviser Firm manage those assets. In contrast, leaving assets in your Employer Plan or rolling the assetsto a plan sponsored by a new employer results in little or no compensation to Compass Financial Group and your investment advisor. You are under no obligation to rollover Employer Plan assets to an IRA managed by your investment advisor.

The Investment Adviser Firm and your investment advisor have a duty to act in the "Best Interest" of the retirement investor when providing investment advice with respect to retirement assets. Simply put, this means that your investment advisor must act with the care, skill, prudence, and diligence that a prude t person would exercise based on the current circumstances. Your investment advisor' s advice must be based on the investment objectives, risk tolerance, financial circumstances and needs of the retirem ent investor. The advice must also be made without regard to the financial interests of your investment advisor, the Investment Adviser Firm, or any of their affiliates.

Fiduciary Rule Requirements: When making a recommendation to roll over from an ERISA Plan to an IRA, your investment advisor is required to document the specific reason or reasons why the recommendation was considered to be in the Best Interest of the Retirement Investor. This documentation must include:

1. Consideration of the alternatives to a rollover, including leaving the money in your currentemployer's Plan, if permitted.
2. Consideration of the fees and expenses associated with both the Plan and the IRA, includingwhether your current employer pays for some or all of the plan' s administrative expenses; and
3. The different levels of services and investments available under each option.

Where to get the information: Information about your 401(k) plan is available by obtaining the fee disclosure document, also known as the Rule 404a-S disclosure. Plan sponsors are required to provide plan participants with an annual notice disclosing plan expenses {administration, individual and investment-related) to 401k participants. Your most current 401(k) statement also provides information about fees and expenses charged to you as a participant in the plan. This statement provides information about the investment options available in the 401(k) plan.

In order to satisfy these requirements, a Rollover Disclosure Statement will be provided and signed by both the advisor and client whenever relevant rollovers are occurring.

Item 10 - Requirements for State-Registered Advisers

In addition to any relationship or arrangement described in response to Item 9.A.2 of Part 2A Appendix 1 of Form ADV, we must describe any relationship or arrangement that our firm or any of our *management persons* have with any issuer of securities that is not listed in Item 9.A.2 of Part 2A Appendix 1 of Form ADV.

We are a federally registered investment adviser; therefore, we are not required to respond to this item.