

Item 1-Cover Page

**Arkadios Wealth Advisors LLC
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March 31, 2025

This Brochure provides information about the qualifications and business practices of Arkadios Wealth Advisors LLC ("Arkadios Wealth" an investment adviser registered with the United States Securities and Exchange Commission ("SEC"). If you have any questions about the contents of this Brochure, please contact us at (404) 445-0035. 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.

Nothing in this document is to be construed as a recommendation or an endorsement by the SEC or any state securities authority or an offer of securities; please refer to the actual client agreements and related legal documentation for complete disclosures. Registration with the SEC or any reference to or use of the terms "registered investment adviser" or "registered" does not imply that Arkadios Wealth LLC or any associated person has achieved a certain level of skill or training.

Additional information about Arkadios Wealth is also available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by our firm name or by entering our CRD number, which is 288863.

Item 2 Material Changes

Arkadios Wealth LLC ("Arkadios Wealth") reviews its Form ADV Part 2A Brochure at least annually to confirm it remains current. In this item, we are required to summarize only those material changes made to our Brochure since our last annual updating amendment on March 28, 2024. If you are receiving this document for the first time, this section may not be relevant to you.

Since our last annual update, revisions have been made to the following Brochure sections:

- Item 4 has been updated to accurately reflect Arkadios Wealth's regulatory assets under management.
- Item 5 has been updated to reflect changes in fees and correct typographical errors
- Item 10 has been updated regarding business entities.

Full Brochure Availability

We may, at any time, amend this document to reflect changes in Arkadios Wealth's business practices, policies, procedures, or updates as mandated by securities regulators. Annually and as necessary, due to material changes, we will provide clients (either by electronic means or hard copy) with a new Brochure or a summary of material changes from the document previously supplied, with an offer to deliver a full Brochure upon request. Please retain this for future reference as it contains essential information concerning our advisory services and business.

You can view our current disclosure documents at the SEC's Investment Adviser Public Disclosure ("IAPD") website at <http://www.adviserinfo.sec.gov> by searching our name or CRD #288863. The SEC's website also provides information about any Arkadios Wealth-affiliated person registered or required to be registered as an Investment Advisor Representative of the Firm. You may also request a copy free of charge by contacting us at (404) 445-0035.

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Item 4 – Advisory Business

Arkadios Wealth Advisors LLC (“Arkadios Wealth”) was established in 2017. Arkadios Holdings owns 100% of Arkadios Wealth. David Millican owns 100% of Arkadios Holdings and is the Managing Member and CEO of Arkadios Wealth.

Arkadios Wealth works with each Client to determine their investment objectives and risk profile and develop a customized investment plan based on their individual needs and goals. Arkadios Wealth offers investment and wealth management services to individuals, trusts, businesses and corporations (“Clients”) through:

- Direct management of Client portfolios (“Advisor Managed Accounts”)
- 401K Advisory Programs
- Wrap fee Accounts
- Third Party Money Manager Accounts
- Financial Planning

Each of these service offerings are discussed below. In addition, please refer to the Arkadios Wealth Form ADV Part 2A Appendix, Wrap Fee Brochure for full details regarding the wrap fee programs, services and fees.

As of December 31, 2024, Arkadios Wealth had \$3,862,073,766 in discretionary assets under management, and \$0 in non-discretionary assets.

Advisor Managed Account-Crest Accounts

In an Advisor Managed Crest Account, the Client’s Investment Advisor Representative (“Representative”) is responsible for tailoring an investment program to a client’s individual needs. Representatives may utilize Arkadios Managed Solutions (“AMS”), an Arkadios Wealth portfolio management team to assist in creating an investment program. AMS provides models, strategies, and trade executions. AMS provides services that encompass equity as well as fixed income portfolios. AMS may also advise and/or provide non-correlated assets for diversification within the assets they manage. AMS may assist your financial advisor in providing portfolio management and trade execution for your account(s). Through personal discussions in which goals and objectives based upon the Client’s personal objectives are established, the Representative will develop a personal investment policy based upon an investment objective questionnaire and manage the portfolio according to the criteria. Each Client has the ability to impose reasonable restrictions on the management of his/her account, including the designation of particular

securities or types of securities that should not be purchased for the account, or that should be sold if held in the account. These restrictions must be documented as part of the Client's investment advisory agreement or in a written addendum thereto. The Adviser may provide additional services to clients as negotiated with each client, and the Adviser may charge a fee that would be negotiated with the client.

Most accounts are managed on a discretionary basis, meaning that the advisor has discretion over what securities to buy and sell. However, clients may elect to have their account managed on a non-discretionary basis, meaning that the client must consent to each trade in the account. This trading discretion and any limitations on it will be set forth in the client agreement. The services provided are the same regardless of the account structure selected.

Depending on the client's investment objectives, the advisor may manage and provide advice on mutual funds, stocks, bonds, exchange traded funds (ETFs), LPs, and options. Alternative investments may be recommended to qualified investors based on the client's objectives and risk tolerance. Alternative investments could include real estate, Private Equity, Hedge Funds, Commodities, etc. Alternative Investments can provide diversification benefits to traditional portfolios of stocks and bonds.

Advisor Managed accounts may be custodied at NFS, Fidelity, Schwab, EAS, CNB (collectively, the "Custodian(s).") For these accounts, each portfolio is tailored to a client's particular investment needs and circumstances. This includes discretionary investment management in accounts based on the client's investment needs and a risk strategy (from conservative to aggressive), which is selected in conjunction with the client and incorporated into the account agreement.

Wrap Fee Program- Peak Accounts

Arkadios Wealth offers a wrap fee account called a Peak Account through our Custodians, NFS, Fidelity, Schwab. A wrap fee account generally involves an investment account where you are charged a single, bundled, or "wrap" fee for investment advice, brokerage services, administrative expenses, and other fees and expenses. In a Peak account, the client pays a single fee that covers the advisory services and the execution of transactions through OUR Custodians. Clients that anticipate trading primarily in equities and ETFs are typically recommended to open a wrap fee account; clients that anticipate trading in mutual funds with little or no anticipated trading in equities and ETFs will be recommended to open a non-wrap fee account. More information regarding the services and fees of the Peak accounts is separately disclosed in the Peak Wrap Fee Brochure.

Representatives may utilize AMS to assist in creating an investment program. AMS provides models, strategies, and trade executions. AMS provides services that encompass equity as well as fixed income portfolios. AMS may also advise and/or provide non-correlated assets for diversification within the assets they manage. AMS may assist your financial advisor in providing portfolio management and trade execution for your account(s).

In addition, clients can buy securities (e.g., mutual funds, exchange-traded funds, etc.) outside of Arkadios Wealth's investment programs without incurring fees through our program.

Third Party Money Manager Accounts

Arkadios Wealth offers access to third-party asset managers who offer a wide range of asset classes and strategies through which our clients can invest. Our investment adviser representatives will typically recommend and assist the client in selecting these third-party managers and will consult with the client regarding those services. The third-party managers recommended by Arkadios Wealth will typically manage accounts using investment discretion, meaning that the client is not required to approve every proposed transaction. The client grants discretion to the third-party manager in a separate agreement between the client and the third-party manager.

Arkadios Wealth may assist clients by recommending that assets be allocated among multiple managers, but Arkadios Wealth does not have discretion to select the manager or to allocate or re-allocate the client's assets. Whenever a client selects the services of a third-party manager, the client will receive a disclosure brochure similar to this one describing the manager and the services it provides. The client may also receive a disclosure brochure or a brochure supplement describing each individual portfolio manager selected. Clients should read these disclosure brochures carefully before deciding whether to select a particular portfolio manager. The list of third-party managers recommended by Arkadios Wealth changes from time to time, at Arkadios Wealth's discretion.

Each client has the ability to impose reasonable restrictions on the management of his/her account, including the designation of particular securities or types of securities that should not be purchased for the account, or that should be sold if held in the account. If a client's instructions are unreasonable or an Investment Advisor Representative believes that the instructions are inappropriate for the client, Arkadios Wealth will notify the client that, unless the instructions are modified, it will cancel the instructions in the client's account. A client will not be able to provide instructions that prohibit or restrict the Investment Adviser of an open-end or closed-end mutual fund or ETF with respect to the purchase or sale of specific securities or types of securities within the fund.

Retirement Planning ERISA 3(21) Plans

Arkadios Wealth provides Retirement Plan consulting services to plans and plan fiduciaries as described below. The appropriate Plan Fiduciary(ies) designated in the Plan documents (e.g., the plan sponsor or named fiduciary) will (i) make the decision to retain our firm; (ii) agree to the scope of the services that we will provide; and (iii) make the ultimate decision as to accepting any of the recommendations that we may provide. The Plan Fiduciaries are free to seek independent advice about the appropriateness of any recommended services for the Plan. Retirement Plan consulting services may be offered individually or as part of a comprehensive suite of services. ERISA sets forth rules under which Plan Fiduciaries may retain investment advisers for various types of services with respect to Plan assets. Arkadios Wealth acts as a fiduciary under ERISA Section 3(21).

As such, Arkadios Wealth works with clients to recommend the investment choices for a plan among which the plan participants may select. Arkadios Wealth does not have discretion over plan investments, and Retirement Plan clients will retain control of the plan's investments and will approve the fund lineup. With respect to any account for which Arkadios Wealth meets the definition of a fiduciary under Department of Labor rules, Arkadios Wealth acknowledges that both Arkadios Wealth and its Related Persons are acting as fiduciaries. Additional disclosure may be found elsewhere in this Brochure or in the written agreement between Arkadios Wealth and Client.

Under ERISA Section 3(21), Arkadios Wealth offers the following fiduciary services:

- Development of Investment Policy Statement
- Recommendations for selecting and monitoring the Plan's investments.
- Investment performance measurement and analysis
- Recommendations for allocating and rebalancing model asset allocation portfolios; and
- Individualized investment advice to plan participants.

Retirement Planning ERISA 3(38) Plans

Arkadios Wealth is not a fiduciary as defined under ERISA section 3(38), but does utilize third-party investment managers, to serve as the fiduciary for 3(38) plans. In this role, Arkadios Wealth and its representatives act as a fiduciary under 3(21) with respect to its recommendation of third party investment managers to provide investment advisory

services, (i) assure that our representatives comply applicable law, with respect to its recommendation of third party managers, including assuring that our fee does not exceed a reasonable fee; and (iii) notify third party managers promptly in the event Arkadios Wealth is no longer in compliance with any applicable law.

The Retirement Plan Services is available to plans with at least \$250,000 of investable assets. The Retirement Plan Services Program is provided in conjunction with a recordkeeping service provider, who may also provide Plan administration (the “recordkeeper”) and generally is a broker dealer or investment advisory firm.

In the Retirement Plan Services Program, the Plan sponsor enters into both (i) an investment advisory agreement with the third-party manager, and (ii) a separate administrative and recordkeeping services agreement with the recordkeeper. Pursuant to the investment advisory agreement, the third-party adviser provides to the Plan sponsor and assists the Plan sponsor in selecting a group of investment strategies, which the Plan sponsor then makes available to Plan participants as investment options under the Plan. The third-party investment manager also provides the Plan sponsor with a participant questionnaire, which the Plan sponsor makes available to Plan participants to assist each Plan participant in determining his or her investment goals and objectives and risk tolerance and in selecting a suitable investment strategy for the Plan account. The third-party investment manager implements certain investment strategies selected by the Plan sponsor and made available to Plan participants.

The third-party investment manager has full discretion in selecting the funds to be included in the asset allocation models used to implement the investment strategies. The third-party manager reviews the models on a periodic basis and updates and rebalances the models from time to time in accordance with the related investment strategy, considering the performance of the funds, market conditions and other factors it deems appropriate, and electronically transmits changes to the models to the recordkeeper. The recordkeeper is responsible for executing trades in the Plan participants' accounts to reflect changes in the models provided by the third-party manager. The third-party manager also offers evaluation and selection services to identify a limited number of unaffiliated mutual funds and/or ETFs in which Plan participants may invest their Plan accounts. Plan sponsors can, however, specify securities which cannot be purchased. If the third-party manager adds a new fund or replaces a fund on the additional fund list, the third party will notify the Plan sponsor sufficiently in advance of such action to enable the Plan sponsor to provide any notice to Plan participants required under ERISA. The Plan sponsor is responsible for delivering to Plan participants any change notice required under ERISA informing such Plan participants how their accounts will be invested as of the change if the Plan participant fails to provide affirmative investment directions. The third-party manager is responsible for monitoring the

relevant data on the performance of each mutual fund, ETF, models and provides periodic reporting on the performance of each fund and Destinations model.

Rollover Recommendations

To the extent we recommend you roll over your account from a current retirement plan to an individual retirement account (“Rollover IRA”), managed by Arkadios Wealth please know that Arkadios Wealth and our investment adviser representatives have a conflict of interest. We can earn increased investment advisory fees by recommending that you roll over your account at the retirement plan to a Rollover IRA managed by Arkadios Wealth. We will earn fewer investment advisory fees if you do not roll over the funds in the retirement plan to a Rollover IRA managed by Arkadios Wealth. Thus, our investment adviser representatives have an economic incentive to recommend a rollover of funds from a retirement plan to a Rollover IRA which is a conflict of interest because our recommendation that you open an IRA account to be managed by our firm can be based on our economic incentive and not based exclusively on whether or not moving the IRA to our management program is in your overall best interest.

We have taken steps to manage this conflict of interest. We have adopted an impartial conduct standard whereby our investment adviser representatives will (i) provide investment advice to a retirement plan participant regarding a rollover of funds from the retirement plan in accordance with the fiduciary status described below, (ii) not recommend investments which result in Arkadios Wealth receiving unreasonable compensation related to the rollover of funds from the retirement plan to a Rollover IRA, and (iii) fully disclose compensation received by Arkadios Wealth and our supervised persons and any material conflicts of interest related to recommending the rollover of funds from the retirement plan to a Rollover IRA and refrain from making any materially misleading statements regarding such rollover.

ERISA and Individual Retirement Accounts Disclosure

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 (“ERISA”) and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.

Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);

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

Financial Planning

Arkadios Wealth offers advice in the form of a Financial Plan. Clients will receive a written financial plan, providing the client with a detailed financial plan designed to achieve their stated financial goals and objectives. In general, the plan will address any or all of the following:

- Personal: Family records, budgeting, personal liability, estate information and financial goals
- Tax and Cash Flow: Income tax spending analysis and planning for past and future years.
- Death and Disability: Cash needs at death, income needs of surviving dependents, estate planning.
- Retirement: Strategies and investment plans to help clients achieve their retirement goals
- Investments: Analysis of investment alternatives and their effect on a client's portfolio.

Information on clients will be gathered through in-depth personal interviews and a review of personal financial information. Gathering data concerning current financial status, future requirements, risk appetite and goals is essential. Based upon this thorough review, a written plan is prepared for the client providing the client with a detailed financial plan designed to achieve their stated financial goals and objectives. It is recommended that the client review this plan with tax accountants, attorneys, and other professional service providers.

Clients are not under any obligation to engage Arkadios Wealth when considering the implementation of advisory recommendations. The implementation of any or all recommendations is solely at the discretion of the client and can be implemented through another RIA.

Other Services

In addition to the aforementioned services, Arkadios Wealth offers investment data storage and periodic comprehensive reporting services which can incorporate all of the client's investment assets, including those investment assets that are not part of the assets managed by Arkadios Wealth (the "Excluded Assets"). Should the client utilize these reporting services, the client acknowledges and understands that with respect to the Excluded Assets, Arkadios Wealth's service is limited to reporting and data storage services only and does not include investment management, review, or monitoring services, nor investment recommendations or advice. As such, Arkadios Wealth will not be responsible for the investment performance of the Excluded Assets. If the client requests Arkadios Wealth to provide investment management services with respect to the Excluded Assets, the client may engage Arkadios Wealth to do so for a separate and additional fee.

Arkadios Wealth offers consultation to clients who do not wish to have a formal, written financial plan but rather just wish to discuss their current financial situation, the markets, and their goals in general.

Item 5 – Fees and Compensation

Advisor Managed Accounts-Crest Accounts

Advisor Managed accounts may be custodied at National Financial Services, LLC ("NFS"), Fidelity Institutional Wealth Services ("Fidelity"), Charles Schwab & Co., Inc. ("Schwab"), Equity Advisor Solutions ("EAS," collectively, the "Custodian(s)"), or Community National Bank ("CNB"). The specific manner in which fees are charged by the Firm is established in a client's written agreement. Fees are based on a percentage of assets under management and calculated at an annual rate and billed in advance on a monthly basis. Fees are based on the assets in the account per the schedule below and in some instances, may be negotiated.

The maximum annual fee for Crest Accounts is as follows:

Account Balances	Annual Fee
\$0 - \$250,000	2.00%
\$250,001 - \$500,000	1.75%
\$500,001+	1.50%

Existing clients should note they may fall outside the ranges listed above as the fee schedule was updated March 2021. A client's specific fee schedule may be based on a different fee schedule and will be charged as stated in their advisory agreement.

The initial fee is due during the first full billing cycle after the client's account is accepted and opened with the minimum account balance of \$50,000 and will be based on the asset value of the account on that date. The initial fee will be prorated according to the number of days remaining in the calendar month. The Account Balance used to calculate the management fee will be based on the value of all assets in the account on the last calendar day of the previous month. Thereafter, the fee will be calculated by multiplying the fair market value of the assets in the account as of the last trading day of each calendar month by the annual fee and then dividing that result by 12, which represents each month. The account value is calculated as the market value of all long and short securities positions in the account and will not be reduced by any margin or other indebtedness of the client with respect to such securities or other investments. Fees will not be adjusted or pro-rated for additions to or withdrawals from the account during the calendar month, other than a complete withdrawal in connection with a termination of the Account Agreement.

Clients at NFS will be charged a *minimum* fee of \$10.42 monthly, this fee is not in addition to the asset-based fee schedule but the minimum that a client will be charged.

Fees are automatically deducted from the account pursuant to the advisory agreement and are not billed separately to clients. Clients must maintain or deposit sufficient funds in the account to cover payment of all fees authorized by the contract. If there are no funds to cover the fees, then Arkadios Wealth can liquidate assets to cover fees. The amount of the fee will be shown on the statement received by the Custodian. Arkadios Wealth urges clients to carefully review such statements.

Upon termination of an account, any prepaid, asset-based fees will be prorated according to the days the account was opened during the calendar month and excess fees will be re-bated to the client. All custodial termination and transfer fees assessed by NFS, if any, will be the responsibility of the client.

In addition to the advisory fee, accounts will be assessed transaction fees for trades other than mutual fund trades, such as equities, ETFs, or bonds. Mutual fund transaction fees will not be charged to the client. However, Arkadios Capital, as Introducing Broker, reserves the right to charge transaction fees to Arkadios Wealth if the number of mutual fund transactions is deemed to be excessive. If this occurs, such fees will be paid by Arkadios Wealth and not passed on to the client. Transaction fees charged may be higher or lower than transaction charges or commissions charged by other broker-dealers. When appropriate, the Advisor will recommend the purchase or sale of non-mutual fund securities, and the client will pay a transaction fee for those trades. Arkadios Capital and the custodian each receive a portion of the transaction fees paid by clients. Although transaction charges may be identified as commissions on trade confirmations, the Investment Adviser Representative does not receive any portion of these charges.

Arkadios Wealth may charge a nominal monthly fee ranging from \$1.95 to \$2.50 to cover the costs associated with billing clients' accounts. These charges are due to increased expenses for the software and data feeds required to accurately calculate fees. Clients will be charged a statement fee in addition to advisory fees.

Wrap Account Fees-Peak Accounts

The Advisory Managed Account Solutions account is also offered in a wrap fee program ("Peak"). *The Peak account is more fully described in the Peak Wrap Fee Program Brochure, which may be obtained by calling our main office number listed on the front of this Brochure.* The Peak account is potentially suitable for accounts in which the Investment Adviser Representative anticipates primarily investing in stocks/ETFs, and/or for clients that do not wish to pay transaction charges for trades. Peak accounts are custodied with NFS.

Fees are billed monthly or quarterly in advance and automatically deducted from the account pursuant to the advisory agreement and not billed separately to clients, unless specifically agreed to in the customer agreement. The initial fee will be billed in the calendar month after the account is opened. The first month's fee will be prorated according to the number of days remaining in the calendar month that the account is opened and will be billed in arrears; therefore, the initial fee will include the prorated amount due for the first month of service and fees in advance of the second month of service. Upon termination of an account, any prepaid, asset-based fees will be prorated according to the days the account was opened during the calendar month and rebated to the client.

Fees will not be adjusted or pro-rated for additions to or withdrawals from the account during the calendar quarter. Clients must maintain or deposit sufficient funds in the account to cover payment of all fees authorized by the contract, and the firm, clearing firm, and/or

Custodian will debit the account balances or redeem money market fund shares in the amount equal to the fee that is due. If there are no funds to cover the fees, then Arkadios Wealth can liquidate assets to cover fees.

Depending on where the assets are custodied, Arkadios may include assets held away from the Custodian in the advisory fee as part of your advisors' ongoing monitoring of assets.

Third Party Money Manager Accounts

The specific manner in which fees are charged by the Firm is established in a client's written agreement and the third-party investment manager's billing practices. Fees are negotiable and are based on a percentage of assets under management and calculated at an annual rate, or as otherwise specified in the client agreement. A portion of the fee listed below covers Arkadios Wealth's advisory fee, and a portion is paid to the third-party asset manager for their portfolio management services. The Advisors' annual fee for investment advisory services provided under this Agreement shall be calculated as follows:

The maximum annual fee for third-party asset management accounts is as follows:

Account Balances	Annual Fee
\$0 - \$250,000	2.25%
\$250,001 - \$500,000	2.00%
\$500,001+	1.75%

Fees are billed monthly or quarterly in advance and automatically deducted from the account pursuant to the advisory agreement and not billed separately to clients, unless specifically agreed to in the customer agreement. The initial fee will be billed in the calendar month after the account is opened. The first month's fee will be prorated according to the number of days remaining in the calendar month that the account is opened and will be billed in arrears; therefore, the initial fee will include the prorated amount due for the first month of service and fees in advance of the second month of service. Upon termination of an account, any prepaid, asset-based fees will be prorated according to the days the account was opened during the calendar month and rebated to the client.

Fees will not be adjusted or pro-rated for additions to or withdrawals from the account during the calendar month. Clients must maintain or deposit sufficient funds in the account to cover payment of all fees authorized by the contract, and the firm, clearing firm, and/or Custodian will debit the account balances or redeem money market fund shares in the

amount equal to the fee that is due. If there are no funds to cover the fees, then Arkadios Wealth can liquidate assets to cover fees.

If Arkadios Wealth debits the fee from the client account, a portion of the advisory fee will be paid to the third-party manager. If the client account is debited by the third-party manager, they will pay Arkadios Wealth our portion of the advisory fee. Client fees and how they are debited are outlined in each respective manager's Part 2A Brochure and advisory contract. Each client will receive a copy of such an advisory agreement which will disclose the fee. Arkadios Wealth has a potential conflict of interest in that its Advisors could be motivated to recommend management styles and managers that would result in higher fees to the Advisor and/or the firm. We will make all recommendations independent of such fee consideration. The Advisor's recommendations will be based solely on their obligation to consider first and foremost a client's objectives and needs.

A client may terminate his relationship in accordance with the respective managers' disclosure documents. Pre-paid fees will be refunded in accordance with the respective manager's agreement and Disclosure Brochure.

Clients at NFS will be charged a *minimum* fee of \$10.42 monthly, this fee is not in addition to the asset-based fee schedule but the minimum that a client will be charged.

Clients will be charged the greater of the fee as indicated in their client agreement or the minimum fee of up to \$125 annually.

Arkadios Wealth may charge a nominal monthly fee ranging from \$1.95 to \$2.50 to cover the costs associated with billing clients' accounts. These charges are due to increased expenses for the software and data feeds required to accurately calculate fees. Clients will be charged a statement fee in addition to advisory fees.

Financial Planning

Arkadios Wealth charges a fixed agreed upon rate or an hourly rate for any agreed upon financial planning/consulting work. This rate will vary depending on the requested task; however, the client will be provided with an estimate in advance. Consulting does not include a final plan.

Financial planning fees will be charged on an agreed fixed fee, ranging from \$250 to \$15,000, or on an hourly basis, ranging from \$50 to \$500 per hour, depending on the nature and complexity of each client's circumstances. An estimate for the total hours will be determined at the start of the advisory relationship. Up to 50% of the estimated fee may be due upon

signing the Financial Planning agreement, with the balance (based on actual hours) due upon presentation of the plan to the client. Typically, the financial plan will be presented to the client within 90 days of the contract date if all relevant information needed to prepare it has been promptly provided by the client. The client may terminate its arrangement at any time, in writing, and will be refunded a portion of the fee based upon a pro-rated calculation related to the time and expense expended by the firm.

Retirement Planning

Arkadios Wealth will require each Plan Client to make a selection of services in writing as part of the Retirement Plan Advisory Agreement(s) (the “Plan Agreement”), which sets forth the rights and obligations of Arkadios Wealth and the Client. Fees for Retirement Plan Advisory Services are negotiated prior to the signing of the Plan Agreement. The Plan Agreement is then customized to state the negotiated fee, which, in general, is expressed as a percentage of total Plan assets.

In general, fees charged for investment advisory services are payable monthly in advance and are based upon the market value of the Plan assets on the last business day of the calendar month. Fees may be direct billed to the Client or to a third-party administrator (“TPA”) or custodian at the Client’s instruction. The initial fee will be prorated according to the number of days remaining in the calendar month. Upon termination of an account, any prepaid, asset-based fees will be prorated according to the days the account was opened during the calendar month and excess fees will be rebated to the client.

In cases where Plan Clients have elected to appoint a Arkadios Wealth Advisor as “broker of record”, Arkadios Capital will be compensated by general promotion, advertising, and distribution fees (12b-1 fees) in relation to Client purchases and sales of mutual fund shares. However, these 12b-1 fees will be taken into account when calculating the Plan Client advisory fee for service for a particular period and the typical fee reduced based on the 12b-1 fees received by Arkadios Capital. In some cases, the mutual funds the Firm could recommend offer a variety of share classes, including some that do not charge 12(b)-1 fees and are, therefore, less expensive. Typically, Arkadios Wealth does not recommend mutual funds that charge 12(b)-1 fees when other share classes are available. However, there are instances in which Arkadios Wealth would recommend a mutual fund that carries a 12(b)-1 fee, even when a lower-cost share class is available for the same fund. For example, a lower-cost class share may not be available to Arkadios Wealth due to investment minimums or recordkeeping platform restrictions. In other cases, retirement plan fund line-ups containing mutual funds charging 12(b)-1 fees are taken over by Arkadios Wealth from another firm, in which case the Firm may recommend the client holds the existing share class initially,

instead of selling the fund and buying a lower-cost share, due to ERISA participant disclosure timing requirements.

General Fee Information

The transaction charges have been established to compensate our firm for its services and reimburse us for expenses in executing transactions in the accounts. The transaction charges are negotiated with our Custodian and may be higher than transaction charges or commissions that a client might pay if the transactions were executed at another broker-dealer. Arkadios Capital and the Custodian each receive a portion of the transaction fees paid by clients. Although transaction charges may be identified as commissions on trade confirmations, the Investment Adviser Representative does not receive any portion of these charges. More details about these fees and charges are discussed in Item 12 of this Brochure and in the client advisory agreement.

Arkadios may purchase products where there is a revenue sharing agreement in place. In these cases, Arkadios would receive compensation, much like a dealer concession. Any revenue share received is not offset by the advisory fee, and no portion of the revenue share is paid to the investment advisory representative.

Broker-Dealers (including Arkadios Capital) executing principal trades typically include a “mark-up”, “mark-down”, and/or spread in the net price at which transactions are executed. Arkadios Capital also receives a portion of the ticket fees paid on each transaction in your account including ticket fees. This presents a conflict of interest and provides an incentive to recommend transactions based on the compensation received. Arkadios Wealth does periodic reviews to ensure that trading activity is in line with the clients’ stated financial information and objectives. Clients have the option to purchase investment products recommended through other brokers or agents not affiliated with Arkadios Wealth. Arkadios Wealth and its Advisors do not receive any portion of the ticket fees and advisory fees are not reduced to offset commissions, markups, or markdowns.

Securities for which fair market values are not readily available are not valued by Arkadios Wealth. Valuations used for billing will be based on the most recent valuations available. Valuation sources used will be alternative investment sponsors, third-party pricing services, or fund administrators. Some valuations for non-traded assets, including Limited Partnerships, are only provided annually by the issuer, or are provided on a delayed basis. The Firm will use the most recent valuation available at the time of billing.

Our Investment Adviser Representatives may trade on margin for client’s accounts, which could result in a high portfolio turnover ratio and higher transaction charges in accounts

with such charges. Additionally, the use of margin results in interest charges as well as all other fees and expenses associated with the security or account involved. Advisory fees are calculated using the net account balance in the account as shown on the client custodial statement; additional fees based on cash debit balances will not increase advisory fees.

When clients invest in alternative securities, Arkadios Capital receives a dealer concession. The concession (typically 1%) is described in the private placement memorandum or similar offering documents. The advisory fee is not reduced to offset this compensation, and no portion of the dealer concession is paid to the investment advisory representative.

In addition to the advisory fees paid to Arkadios Wealth, clients can also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks, and other financial institutions (collectively "Financial Institutions"). These additional charges include securities brokerage commissions, markups and markdowns, transaction fees, custodial fees, fees charged by the Independent Managers, charges imposed directly by a mutual fund or ETF in a client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses, 12b-1 fees), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees and other fees and taxes on brokerage accounts and securities transactions.

Some mutual funds pay 12b-1 service fees (normally 0.25% per year). The mutual funds the Firm could purchase or recommend offer a variety of share classes, including some that do not charge 12b-1 fees and are, therefore, less expensive. These fee arrangements will be disclosed at the request of a client and are available in the applicable fund's prospectus.

When accounts are held through NFS, Arkadios Capital, Arkadios Wealth's affiliated broker-dealer, receives these 12b-1 fees. The receipt of such fees represents a conflict of interest in that there is an incentive for Advisors to recommend funds with 12b-1 fees over funds that have no fees or lower fees. To mitigate this conflict of interest, Arkadios Capital will review the receipt of 12b-1 fees it receives quarterly and rebate such fees to the client's account.

When accounts are held at Fidelity, Schwab, or are managed through a third-party asset manager, neither Arkadios Capital nor Arkadios Wealth receives any portion of the 12b-1 fees charged. There are instances in which Arkadios Wealth would recommend a mutual fund that carries a 12b-1 fee, even when a lower-cost share class is available for the same fund. For example, a lower-cost class share may not be available to Arkadios Wealth. Sometimes mutual funds charging 12b-1 fees are transferred into Arkadios Wealth, in which case the Firm may recommend the client holds the existing share class, instead of selling the fund and buying a lower-cost share, which could result in a tax liability. In addition, some mutual funds charge 12b-1 fees, but no transaction fees, while other share classes in the

same fund family do not charge 12b-1 fees but do charge transaction fees. Mutual funds charging 12b-1 fees will be recommended when the overall cost is seen as a benefit to the client if the anticipated transaction fees exceed the anticipated 12b-1 fees. When recommending a particular mutual fund share class, the different available share classes are compared and reviewed along with the anticipated investment timeframe, potential tax consequences, future anticipated transactions, and other costs to determine the best selection for the client at that time. Arkadios Wealth and Arkadios Capital does not rebate or offset advisory fees for 12b-1 fees not received by our firm.

Arkadios Capital receives compensation directly related to any cash held in your account(s) from the various banks where such cash is held. The amount of compensation that Arkadios receives is based on (1) the amount of cash (i.e., the credit balances) in the account(s), and (2) current market rates. Arkadios Capital has chosen an interest-bearing FDIC insured sweep vehicle as the default position for any free cash in your account(s) until investments are made (unless/until you direct Arkadios Capital to utilize a different vehicle for your free cash). Thus, because Arkadios Capital has a financial incentive to recommend that you select the FDIC insured sweep vehicle for your free cash (since that pays more compensation to Arkadios Capital than other alternatives), there is an inherent conflict of interest. You should consult your financial representative to ensure that your free cash is handled in a manner that is best for you, depending on your situation and risk tolerance.

Clients can purchase securities through broker-dealers in initial public offerings, secondary offerings, and special purpose acquisition company transactions. If Arkadios Capital acts as a member of the selling syndicate for such offerings, the firm will receive compensation equal to a portion of the gross spread (the difference between the price the client pays for the security and the price at which it purchased the securities). The advisory fee is not reduced to offset this compensation. The amount of the gross spread is described in the relevant prospectus, offering circular or official statement.

Most Arkadios Wealth Investment Adviser Representatives are also registered broker-dealer representatives of Arkadios Capital. Arkadios Capital may share a portion of payments received in connection with an initial public offering, a secondary offering, and/or a private placement with these Advisors. Advisors also receive a portion of the compensation that Arkadios Wealth receives as a member of a selling syndicate. Thus, Advisors have an incentive to recommend purchases of sales in certain offerings because the Advisor will receive more compensation in connection with these securities than in connection with other types of securities. This creates a conflict of interest. Such fees are described in mutual fund prospectuses.

Although Arkadios Wealth believes its fees are reasonable considering the services provided, clients should be aware that such fees may be more or less than the fees and commissions

associated with investment advisory and brokerage services purchased separately. The comparison depends on several factors, including the frequency of brokerage activity in the client's account, the size of the account under management, and any negotiated fee arrangements with respect to the account. An investor should consider these factors prior to opening an advisory account with Arkadios Wealth. Transaction fees charged may be higher than those otherwise available if the services were provided separately for a discrete fee or if an Investment Advisor were to select brokerage and negotiate commissions in the absence of the extra consulting service provided. Clients should consider the value of the additional consulting services when making such comparisons. The combination of custodial, consulting, and brokerage services may not be available separately or may require multiple accounts, documentation, and fees. Fees in excess of 2% are higher than industry norms. Other investment advisors may offer programs that charge similar fees and may not charge separately for brokerage and transaction costs. All fees described herein are subject to negotiation depending on a range of factors including, but not limited to, account size and overall range of services requested.

Account Termination

The client and/or the firm can initiate termination of the contract at any time by sending written notice to the contra party and it will be deemed to be accepted the day that it is received by the contra party. A termination fee will apply if the account is terminated by the client after the first year of the advisory contract. The Client agrees to pay an early termination fee to cover the administrative costs of establishing the account. The termination fee will be a maximum of \$125. A termination fee will not be charged if this is an ERISA account; no services were rendered; or no trades were placed. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract.

If the client instructs Arkadios Wealth to terminate their advisory contract and liquidate their account, Arkadios Wealth will proceed with liquidation of the account in an orderly and efficient manner. There will not be a charge by Arkadios Wealth for such redemption; however, certain mutual funds impose redemption fees as stated in each company's fund prospectus in certain circumstances. Clients must keep in mind that the decision to liquidate security issues or mutual funds may result in tax consequences that should be discussed with the client's tax advisor. Factors that can affect the orderly and efficient manner would be size and types of issues, liquidity of the markets, and market makers' abilities. Should the necessary securities' markets be unavailable and trading suspended, efforts to trade will be completed as soon as possible following their reopening. Due to the administrative processing time needed to terminate client's investment advisory service and communicate the instructions to client's Advisor, termination orders received from clients are not market

orders; it may take several business days under normal market conditions to process the client's request. During this time, the client's account is subject to market risk. Arkadios Wealth and its agent are not responsible for market fluctuations of the client's account from the time of written notice until complete liquidation. All efforts will be made to process the termination in an efficient and timely manner.

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

Arkadios Wealth does not charge any performance-based fees (fees based on a share of capital gains on our capital appreciation of the assets of a client). Some third-party investment managers may charge performance-based fees; their practices will be disclosed in the manager's Disclosure Brochure.

Item 7 – Types of Clients

Arkadios Wealth provides portfolio management services to individuals, corporations and business entities, pension and profit-sharing plans, charitable institutions, foundations, endowments, estates, and trusts. The minimum account size is \$50,000. Arkadios Wealth has the discretion to waive the account minimum. For any third-party manager programs, minimums vary by manager and such information is disclosed in each respective brochure.

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

Our investment strategy begins with an understanding of a client's financial goals. Advisors use demographic and financial information provided by the client to assess the client's risk profile and investment objectives in determining an appropriate plan for the client's assets. Investment strategies ordinarily include long- or short-term purchases of stock portfolios, mutual funds, and fixed income securities. Investment recommendations are based on an analysis of the client's individual needs and are drawn from research and analysis. For clients in our Advisor Managed Accounts, Arkadios Wealth's security analysis methods include the following:

- ***Fundamental analysis:*** We attempt to measure the intrinsic value of a security by looking at economic and financial factors to determine if the company is underpriced or overpriced. Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

- **Technical analysis and charting:** We attempt to determine the trend of a security by studying past market data, including price and volume. This presents a potential risk, as the price of a security can change direction at any time and past performance is not a guarantee of future performance.
- **Cyclical analysis:** We attempt to identify the industry cycle of a company to determine whether the company is in a market introduction phase, growth phase or maturity phase. Generally, projected revenues, growth potential and business risk may fluctuate based on the company's cycle stage.

The description of strategies is a summary only. Information for this analysis is drawn from financial websites and magazines, research materials prepared by others, annual reports, corporate filings, prospectuses, company press releases and corporate ratings services.

Risks Related to All Investment Programs

It is important to note that investing in securities involves a risk that clients must be prepared to bear. For any risks associated with registered investment company products, please refer to the prospectuses for additional details about these risks. Our investment approach constantly keeps the risk of loss in mind. There can be no assurance that Arkadios Wealth's investment objectives will be achieved. Accordingly, Arkadios Wealth's investment strategies could result in significant client losses under certain circumstances. The following is a summary of material risks related to each significant investment strategy or method of analysis Arkadios Wealth uses. However, it is important to note that the summary of material risks below is not meant to be exhaustive or complete. Investing in securities involves a high degree of loss, including the risk that the entire amount invested may be lost. Clients should be prepared to bear such risk of loss.

- **Interest-rate Risk:** Fluctuations in interest rates cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market value to decline.
- **Market Risk:** All investments present the risk of loss of principal – the risk that the value of securities is less than the price paid for the securities. In the past, volatile market conditions have had a dramatic effect on the value of securities. In addition, political conditions, terrorist attacks, other acts of violence or war, health epidemics or pandemics, natural hazards, and/or force majeure affect the operations and profitability of an issuer. Such events also could cause consumer confidence and spending to decrease or result in increased volatility in the U.S. and worldwide financial markets and economy. Any of these occurrences could have a significant

impact on the operating results and revenues of an issuer.

- ***Inflation Risk:*** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation. Therefore, even when the value of a security is greater than the price paid, there is the risk that the appreciation will be less than inflation.
- ***Reinvestment Risk:*** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- ***Business Risk:*** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- ***Liquidity Risk:*** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- ***Financial Risk:*** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations could result in bankruptcy and/or a declining market value.
- ***Foreign Security Risk:*** Investing outside the United States involves additional risks, such as currency fluctuations, periods of illiquidity and price volatility. These risks generally are greater with investments in developing companies.
- ***Cybersecurity Risk:*** The computer Arkadios Wealth and our service providers to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized people and security breaches. Despite the various protections utilized, systems, networks, or devices potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach.

Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. Cybersecurity breaches cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issuers of mutual funds, ETFs, and other securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, and other financial institutions; and other parties. In addition, substantial costs may be incurred by these entities in order to prevent any cybersecurity breaches in the future.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client’s evaluation of Arkadios Wealth or the integrity of Arkadios Wealth’s management persons. Arkadios Wealth and its management persons have no criminal or civil actions; administrative proceedings before the SEC, other federal agency, state regulatory agency, or foreign financial regulatory authority; or self-regulatory organization proceedings within the last 10 years that require disclosure.

Item 10 – Other Financial Industry Activities and Affiliations

Arkadios Wealth offers services through our network of investment advisor representatives (“IARs”). IARs may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. The Client should understand that the businesses are legal entities of the IAR and not of Arkadios Wealth. The IARs are under the supervision of Arkadios Wealth, and the advisory services of the IAR are provided through Arkadios Wealth. Arkadios Wealth has the arrangement described above with IARs using the following legal business entities:

- 1031 Solutions
- AIM Advisors
- Akers Financial
- Bander Wealth Management
- BlueChip Wealth Advisors
- Bob Burke Financial Services

- Clover Capital Partners
- Corbet Capital
- Creative Capital Wealth Management
- Downeast Private Wealth
- East Paces Group
- Exclusive Advisors
- Exclusive Financial Resources
- Foresight Financial Partners
- G.L.S. & Associates
- Gregg Lentz & Associates
- Gulf Coast Wealth Management
- Heritage Pension Advisors
- Integrity Financial Group
- Keystone Capital Partners Group
- KG Wealth
- Kinship Wealth Partners
- Klestinski Rapp Marmitt Investment Counsel
- Matrix Asset Management
- McFarlin Capital
- Monarch Capital Advisors
- Moore Invested
- NGC Global Wealth Management
- Oak Financial Advisors
- Parry Financial
- Peak Retirement Group
- Personal Portfolios
- Piedmont Wealth Partners
- Preservation Specialists
- Proximity Financial Partners
- RBG Capital
- Resource Investment Architects
- Revolution X Wealth Management
- Rivertan Financial Group
- Secura Wealth Management
- Select Wealth Advisors
- Sheppard Mosher Independent Wealth Management
- Sinclair Financial
- Southpark Capital
- SR Brown Financial Services
- Strive Financial
- Stewardship Wealth Management
- TBaer Wealth Management
- Texas Regional Bank
- The Oak Financial Group
- Thompson/Pratt Capital Management
- TNT Financial Services
- Tucker Investment Counsel
- Wealth Architects
- Wealthstone Group
- Webb Garner
- Wheeler Wealth
- Whitestone Wealth Management
- WMGNA
- Zimco Capital

Arkadios Capital is affiliated with Arkadios Wealth through common control and is a registered broker-dealer. Most individuals associated with Arkadios Wealth as an Investment Adviser Representative are also registered as a Registered Representative. When applicable, these individuals recommend broker-dealer transactions for advisory clients. All related compensation is separate from advisory services. This arrangement poses a conflict of interest to the extent that there is a financial incentive to recommend securities and other insurance products that result in commissions, brokerage fees or other payments. Arkadios

Wealth is dedicated to acting in our clients' best interests based on fiduciary principles. Clients are under no obligation to purchase any recommended brokerage products or insurance products.

On average individual Advisors and the principals of Arkadios Wealth that are dually registered spend up to 50% of their time on other such activities. If a trade error were to occur, it may result in profit or loss to the firm. The firm has controls in place to limit such trade errors. Investment Advisers will not participate in any profits resulting from such errors.

Arkadios Capital is typically recommended for execution of securities transactions, including transactions in structured products, fixed income initial public offerings, secondary offerings, and special purpose acquisition company transactions. The Firm's Brokerage Practices are more fully described under Item 12.

When Arkadios Capital acts as a member of the selling syndicate for such offerings, the firm will receive compensation equal to a portion of the gross spread (the difference between the price the client pays for the security and the price at which it purchased the securities). The advisory fee is not reduced to offset this compensation. The amount of the gross spread is described in the relevant prospectus, offering circular or official statement.

When Arkadios Capital is a member of the selling syndicate, Advisors, acting as a Registered Representative of Arkadios Capital, receive compensation from the sale of an initial public offering (IPO). Such compensation will not offset advisory fees. This poses a conflict of interest for those individuals as they have a financial incentive to recommend IPO purchases. However, Arkadios Wealth and its personnel are constrained by fiduciary principles to act in the client's best interest and will only recommend IPO's when they are believed to be suitable.

Certain Advisors are separately licensed as insurance agents/brokers for various independent insurance companies. In their capacities as registered representatives or as independent insurance agents, clients will be charged separately from their advisory services. Arkadios Wealth clients are not obligated to purchase any recommended insurance products.

Item 11 – Code of Ethics

Arkadios Wealth has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a

prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Arkadios Wealth must acknowledge the terms of the Code of Ethics annually, or as amended.

Advisors of Arkadios Wealth may buy or sell securities that are recommended to clients. Arkadios Wealth's employees and persons associated with Arkadios Wealth are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors, and employees of Arkadios Wealth and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for Arkadios Wealth's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities, and interests of the employees of Arkadios Wealth will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of Arkadios Wealth's clients. In addition, the Code restricts trading in close proximity to client trading activity. When practical, employee trades are aggregated with client trades. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between Arkadios Wealth and its clients.

Certain affiliated accounts trade in the same securities with client accounts on an aggregated basis when consistent with Arkadios Wealth's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. Arkadios Wealth will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

A copy of the firm's Code of Ethics may be requested by contacting the Compliance Department at our main number.

Item 12 – Brokerage Practices

Arkadios Wealth recommends the brokerage and custodial services of NFS, Fidelity, Schwab, EAS, CNB (collectively, the "Custodian(s)") to hold your account. When selecting a Custodian to recommend, each Advisor considers factors that are important to them. Such factors

include the Advisor's historical relationship with the Custodian; quality of overall execution services provided; promptness and accuracy of reports on execution; ability and willingness to correct errors; ability to access various market centers; the Custodian's facilities and technology; commission or transaction charged to clients; and execution and operational capabilities of the broker-dealer. Custodians are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed. Each Custodian has its own unique schedule of fees.

Arkadios Wealth receives certain services and products, such as fundamental research reports, technical and portfolio analyses, pricing services, economic forecasting and general market information, historical database information and computer software (*i.e.*, soft dollars) that assists Arkadios Wealth's representatives in their investment management process, from our Custodians. The Custodian may also sponsor and make available to Arkadios Wealth other products and services that benefit Arkadios Wealth but may not benefit all clients' accounts. Additional benefits from the Custodians include educational events, conferences or meetings relating to the programs or brokerage services generally. Other potential benefits may include occasional business entertainment of personnel of Arkadios Wealth by the Custodian, including meals, invitations to sporting events, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services offered by the Custodians assist Arkadios Wealth in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (including order allocation or aggregation), provide research, pricing information and other market data, facilitate payment of Arkadios Wealth's fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of client accounts, including accounts not maintained at the Custodian. The Custodians may also make available to Arkadios Wealth other services intended to help Arkadios Wealth manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications, conferences, roundtables and webinars on practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance, and marketing. The receipt of such services creates a conflict of interest. Arkadios Wealth addresses this conflict of interest by periodically assessing the best execution capabilities of the broker-dealers we use.

Transaction fees paid are one of, but not the only, criteria in recommending a Custodian. Clients may pay commissions that are higher than another qualified Financial Institution might charge to affect the same transaction where Arkadios Wealth determines that the

commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Financial Institution's services and the fees for those services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. Arkadios Wealth seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

Arkadios Wealth does not recommend broker-dealers for client transactions in connection with third-party investment managers or plan sponsor and plan participant services.

Arkadios Wealth and Arkadios Capital have a referral arrangement with NFS, whereby Arkadios Wealth and Arkadios Capital receive business credits or other compensation from NFS based on the amount of client assets custodied by NFS, which will be transferred to the advisory platform maintained by Fidelity Institutional Wealth Services (FIWS), a division of NFS' affiliated company Fidelity Brokerage Services, LLC. For those clients that invest with advisers utilizing the NFS platform, this potentially creates a conflict of interest in that it gives Arkadios Wealth a financial incentive to recommend NFS. However, the advisers themselves do not have a financial incentive to recommend NFS. There are times where the advisers or Arkadios Wealth may indirectly benefit from the account being established on the NFS platform because of Arkadios Capital's affiliation with Arkadios Wealth due to common control and ownership. Clients do not incur any additional fees or expenses as a result of payments of business credits or compensation by NFS to Arkadios Wealth or Arkadios Capital.

Arkadios Wealth recommends Arkadios Capital for the execution of securities transactions, including transactions in structured products, fixed income initial public offerings, secondary offerings, and special purpose acquisition company transactions. Trades executed through Arkadios Capital, Arkadios Wealth's affiliated broker-dealer, will be charged transaction fees, such as commissions or markups/markdowns. Transaction fees for fixed income and structured products are not shared with Arkadios Wealth or its Advisors.

Arkadios Capital will receive a portion of the transaction fees for their brokerage services including trade execution and back-office support, as disclosed more fully under Item 5. Arkadios Wealth and its Advisors do not receive compensation for such transactions.

To the extent that Arkadios Wealth is acting as a Fiduciary with respect to Qualified Accounts subject to ERISA, Arkadios Wealth will seek to avoid or remedy any situation where its receipt of compensation from Fidelity for Support Services would be considered a prohibited transaction under ERISA. For purposes of the foregoing, "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended and the applicable "ERISA-mirror

provisions” of Sections 4975 of the Internal Revenue Code of 1986, as amended; “Fiduciary” shall be defined as that term is defined under ERISA; and “Qualified Accounts” shall mean accounts that constitute a retirement plan (including a 401(k) plan) or other employee benefit plan subject to ERISA, an account for a tax-qualified retirement plan (including a Keogh plan), or an individual retirement account under the Internal Revenue Code.

Clients can benefit when we aggregate trades to obtain volume discounts on execution costs. Trade aggregation refers to the practice of combining orders for execution. When consistent with our duty to obtain best execution, we will aggregate multiple client transactions into a single order in order to obtain the best price for our clients.

Item 13 – Review of Accounts

Account reviews are conducted by the investment advisor representative at least annually. Factors that are considered during such reviews include, but are not limited to, the following: investment objectives, targeted allocation, current allocation, suitability, performance, monthly distributions, concentrated positions, diversification, and outside holdings. Examples of situations that may impact an account include the following: performance that is not in line with the client’s “downside risk tolerance,” change in investment objective, the client makes a significant addition of capital or withdrawal of capital from the account, rebalancing of the portfolio if current allocation and targeted allocation are not consistent, concentrated position that could lead to volatility, etc.

Clients agree to inform Arkadios Wealth in writing of any material changes to their financial circumstances that might affect the manner in which their assets should be invested. Clients may contact us during normal business hours to consult with an investment advisor representative concerning the management of their account(s).

Item 14 – Client Referrals and Other Compensation

Arkadios Wealth may enter into one or more written agreements (“Promoter Agreements”) with one or more unaffiliated individuals and/or organizations that refer clients to us. All Promoter Agreements will be in writing and comply with the requirements of Rule 206(4)-1 of the Investment Advisers Act of 1940 (the “Act”). While the specific terms of each Promoter Agreement may differ, a Promoter’s compensation is generally based upon new client engagement and retention and is calculated using a varying percentage interest of the advisory fees paid to Arkadios Wealth by its clients. In all Promoter Agreements that we enter into, each Promoter must make certain representations regarding its licensing status, ethical standards and disciplinary history. Each Promoter must agree to advise us immediately of any

change in such representations. In addition, the prospective client being referred to us will receive a copy of our “Disclosure Brochure,” which is a then current copy of our ADV Part 2A; in addition to a document disclosing the referral arrangement and information on the fee being received by the Promoter for making the referral. Arkadios Wealth does not pay employees for client referrals.

Certain issuers will sponsor or reimburse travel expenses associated with due diligence of alternative investments. Such expense reimbursements are only permissible by Arkadios Wealth when pre-approved, and after review of the agenda expected estimated costs. Arkadios Wealth will not approve expense reimbursements by issuer for travel unless the travel expenses appear reasonable and customary; lavish expenses will not be approved. Advisors do not base recommendations on the expectation of such travel.

Item 15 – Custody

Clients will receive statements at least quarterly from the Custodian that holds and maintains their investment assets. Clients are urged to carefully review such statements and compare the official custodial records to any account statements that Arkadios Wealth or its representatives may provide. Arkadios Wealth statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 – Investment Discretion

Arkadios Wealth may act in a discretionary or non-discretionary capacity. If discretionary authority is granted to select the identity and number of securities to be bought or sold, clients must authorize such discretion in writing in the advisory agreement. In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the client account. When selecting securities and determining amounts, Arkadios Wealth observes the investment policies, limitations, and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to Arkadios Wealth in writing. This discretionary authority also allows Arkadios Wealth to determine the third-party money manager to be used for Client accounts. The discretionary authority is granted by the Client through execution of the investment management agreement.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, Arkadios Wealth does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and

all securities maintained in client portfolios. Arkadios Wealth will provide advice to clients regarding the clients' voting of proxies if requested. Clients will receive their proxies or other solicitations directly from the Custodian or transfer agent.

Item 18 – Financial Information

Arkadios Wealth does not require or solicit prepayment of any fees six months or more in advance. Arkadios Wealth has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of any bankruptcy proceedings.

Privacy Policy

Arkadios Wealth collects non-public information about you from the following sources:

- Information we receive from you on account applications or other forms.
- Information about your transactions with Arkadios Wealth or others.
- Information we receive from a consumer-reporting agency.

We do not disclose any non-public personal information about you to anyone, except as permitted by law. We maintain physical, electronic, and procedural safeguards in compliance with federal standards to protect your information. If you decide to close your account(s) or you become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Advisors of Arkadios Wealth are typically also Registered Representatives of Arkadios Capital. Arkadios Wealth will disclose customer information to and receive customer information from Arkadios Capital for the purposes of offering additional products and services to you as well as to effect, administer, service and enforce your requested transactions and maintain and service your accounts. Arkadios Capital may also continue to use personal information they receive from us to perform services on our behalf, to respond to communications from you, as you authorize or request, or, if you are their customer, to offer you their products or services. To the extent that you are entitled to other protections under applicable laws and these laws apply, we will comply with them when we share personal information about you.

Arkadios Wealth restricts access to your personal account information to only those employees who need to know that information to provide products or services to you. For

more information on our Privacy Policy, please contact the Compliance Department at (404) 445-0035.