



Archford Capital Strategies, LLC

Form ADV Part 2A - Disclosure Brochure

Effective: March 12, 2026

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Archford Capital Strategies, LLC ("Archford" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (618) 416-7085.

Archford is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Archford to assist you in determining whether to retain Archford.

Additional information about Archford and its Advisory Persons is available on the SEC's website at adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 164482.

Archford Capital Strategies
13 Wolf Creek Drive, Suite 2, Swansea, IL 62226
archfordcapital.com

Item 2 - Material Changes

Form ADV 2 is divided into two parts: **Part 2A (the "Disclosure Brochure")** and **Part 2B (the "Brochure Supplement")**. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of Archford.

Archford believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide you with complete and accurate information at all times. Archford encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes - The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- Item 4, Item 5, and Item 10 have been updated to show the new Archford Trustee Services and the relationship with Valmark Advisers, Inc.
- Item 5 is updated with hourly rates for advisory and financial planning services.
- Item 8 now includes risks associated with annuities.

Future Changes - From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Archford.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 164482. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (618) 416-7085.

Item 3 - Table of Contents

Item 1 - Cover Page	1
Item 2 - Material Changes	2
Item 3 - Table of Contents	3
Item 4 - Advisory Services	4
A. Firm Information.....	4
B. Advisory Services Offered.....	4
C. Client Account Management.....	7
D. Wrap Fee Programs.....	7
E. Assets Under Management.....	7
Item 5 - Fees and Compensation	8
A. Fees for Advisory Services	8
B. Fee Billing.....	10
C. Other Fees and Expenses	10
D. Advance Payment of Fees and Termination.....	11
E. Compensation for Sales or Recommendations of Securities	11
Item 6 - Performance-Based Fees and Side-By-Side Management	12
Item 7 - Types of Clients	12
Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss	13
A. Methods of Analysis.....	13
B. Risk of Loss	13
Item 9 - Disciplinary Information	16
Item 10 - Other Financial Industry Activities and Affiliations	16
Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	18
A. Code of Ethics	18
B. Personal Trading with Material Interest.....	18
C. Personal Trading in Same Securities as Clients	18
D. Personal Trading at Same Time as Client	18
Item 12 - Brokerage Practices	19
A. Recommendation of Custodian[s]	19
B. Aggregating and Allocating Trades	20
Item 13 - Review of Accounts	20
A. Frequency of Reviews.....	20
B. Causes for Reviews.....	20
C. Review Reports.....	20
Item 14 - Client Referrals and Other Compensation	20
A. Compensation Received by Archford	20
B. Client Referrals from Promoters	21
Item 15 - Custody	22
Item 16 - Investment Discretion	22
Item 17 - Voting Client Securities	22
Item 18 - Financial Information	22

Item 4 - Advisory Services

A. Firm Information

Archford Capital Strategies, LLC ("Archford" or the "Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The Advisor is organized as a limited liability company ("LLC") under the laws of the State of Delaware. Archford was founded in March 2013, and is owned by James D. Maher, Trustee of the Jennifer M. Maher Family Trust. James D. Maher (Principal) serves as the sole trustee of the trust. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Archford.

B. Advisory Services Offered

Archford offers investment advisory services to individuals, high net worth individuals, trusts, estates, pension and profit-sharing plans, charitable organizations, corporations, and businesses (each referred to as a "Client" or collectively "Clients"). It is Archford's mission to help its Clients incorporate clear, effective, and comprehensive strategies designed to not only facilitate their finances, but their lives.

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Archford's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding our Code of Ethics, see Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services - Archford provides customized investment advisory solutions for its Clients. This is achieved through continuous Client contact and interaction while providing discretionary or non-discretionary investment management and consulting services. Archford works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation to develop an investment strategy. Archford primarily allocates Client assets among various independent investment managers ("Independent Managers"), mutual funds, exchange-traded funds ("ETFs"), individual debt and equity securities, real estate investment trusts ("REITs"), and options, as well as the securities components of variable annuities and variable life insurance contracts. Additionally, Archford may also recommend that Clients who qualify as accredited investors, as defined by Rule 501 of the Securities Act of 1933, or "qualified purchaser", as defined under the Investment Company Act of 1940, invest in privately placed securities, which may include debt, equity and/or interests in pooled investment vehicles (e.g., hedge funds and other private investments). Archford also uses proprietary concentrated investment models which may be recommended to Clients in accordance with the investment objectives of its individual Clients. Where appropriate, Archford may also provide advice about any type of legacy position or other investments held in Client portfolios.

Archford's investment approach is primarily long-term focused, but Archford may buy, sell, or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Archford will construct, implement, and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by Archford.

Archford evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Archford may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Archford may recommend specific positions to increase sector or asset class weightings. Archford may recommend employing cash positions as a possible hedge against market movement. Archford may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

Archford may refer potential Clients to another Advisor if it is determined by Archford that another firm would best service the needs of the potential Client.

All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the Client investment advisory agreement. For additional information, see Item 12 - Brokerage Practices.

Options Strategy - Archford offers options strategies for certain Clients through Pershing Advisor Solutions, LLC ("Pershing"). Archford may utilize Carapace Financial Advisors, LLC ("Carapace") to construct, monitor, and trade option strategies for some Clients.

Advisory Annuities - Archford has established a relationship with Valmark Advisers, Inc., a registered investment advisor licensed in states across the country, specializing in providing fee-based annuity products. Archford will serve as a solicitor for Valmark Advisers, Inc. The advisory services concerning these annuity products are provided by Valmark Advisers, Inc. and not by Archford. There is no obligation for our Clients to enter into an agreement with Valmark Advisers, Inc.

Retirement Accounts - When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No Client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Market Participation Structured Product - An offering for investment management services with Archford is through the Advisor's Market Participation Structured Product ("MPSP"), which utilizes Certificates of Deposit and/or other structured products. Clients pursuing this product offering will sign an investment advisory agreement specifically for the MPSP products and the proceeds of the Client account[s] noted in the agreement are then invested into FDIC insured MPSPs, in accordance with the investment objectives of the Client.

Held Away Assets - Clients may engage Archford to advise on certain investment products that are not maintained at their primary Custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). Archford may use a third-party platform to facilitate management of held away assets such as defined contribution plan participant accounts. The platform allows Archford to avoid being considered to have custody of Client funds since there is no direct access to Client log-in credentials to affect trades. Archford is not affiliated with the platform and receives no compensation from them for using their platform. A link is provided to the Client allowing them to connect an account(s) to the platform. Once Client account(s) is connected to the platform, the Advisor will review the current account allocations. When deemed necessary, the Advisor will rebalance the account considering Client investment goals and risk tolerance. Client account(s) are reviewed on at least a quarterly basis and allocation changes will be made as deemed necessary. In these situations, Archford directs or recommends the allocation of Client assets among the various investment options available with the respective products. These assets are generally maintained at the underwriting insurance company, or the custodian designated by the product's provider.

Legacy IRA® - Archford offers a charitable IRA program where Clients over the age of 70.5 with an IRA account may elect to have distributions directed to 501(c)(3) organizations as qualified charitable distributions ("QCDs"). Legacy IRA® accounts are primarily limited to providing a systematic process for charitable giving.

Charitable Tracker Accounts - Archford offers 501(c)(3) organizations an account where qualified charitable distributions, cash and stock donations are deposited. These accounts are managed on a discretionary basis with low-cost investment strategies which consist of money market funds.

Use of Independent Managers – Archford will recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively “Independent Managers”). In certain instances, the Client will be required to enter into a separate agreement with the Independent Manager[s]. Archford serves as the Client’s primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. Archford will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. Archford will continue to provide oversight of the Client’s account[s] and ongoing monitoring of the activities of the Independent Manager[s]. The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to acceptance by these third parties. Archford does not receive any compensation from these Independent Managers, other than its investment advisory fee as described in Item 5 – Fees and Compensation.

Under certain circumstances, Archford may accept or maintain custody of Client’s funds or securities. See Item 15 – Custody for more information.

Financial Planning Services - Archford will typically provide a variety of financial planning services to Clients either as a component of investment management services or pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client’s financial situation.

In performing these services, Archford is not required to verify any information received from the Client or from the Client’s other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence, or alter retirement savings, establish education savings and/or charitable giving programs. Archford may also refer Clients to an accountant, attorney, or other specialist, as appropriate for their unique situation. For certain financial planning engagements, Archford will provide a written summary of Client’s financial situation, observations, and recommendations. Plans are typically completed at the onset of Archford’s engagement with the Client and periodically thereafter.

Financial planning and consulting recommendations pose a conflict between the interests of Archford and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage Archford for investment management services or to increase the level of investment assets with Archford, as it would increase the amount of advisory fees paid to Archford. Clients are not obligated to implement any recommendations made by Archford or maintain an ongoing relationship with Archford. If the Client elects to act on any of the recommendations made by Archford, the Client is under no obligation to implement the transaction through Archford.

Archford Trustee Services - Archford provides Clients with access to trust services through a white-labeled partnership with an independent third-party trust company, Members Trust Company (“MTC”). Although these services are offered under the Archford brand, the administration and management of the trust services are handled entirely by MTC, which operates as a separate legal entity and is independently owned and regulated. Archford is not a trustee and does not have any authority over the administration of the trust accounts. Clients are free to choose whether or not to utilize this white-labeled product for their trust service needs or access other trust services.

Retirement Plan Advisory Services - Archford provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). Archford’s retirement plan advisory

services are designed to assist the Plan Sponsor in meeting some of its fiduciary obligations to the Plan and its Plan Participants. Each agreement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- ERISA 404(c) Assistance
- Benchmarking Services
- Plan Participant Enrollment and Education Tracking
- Performance Reporting
- Conduct Trustee Meetings
- Investment Management Services (ERISA 3(38) or ERISA 3(21))
- Investment Policy Statement (“IPS”) Design and Monitoring
- Ongoing Investment Recommendation and Assistance

Certain of these services are provided by Archford serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Archford’s fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

Prior to engaging Archford to provide investment advisory services, each Client is required to enter into one or more agreements with Archford that define the terms, conditions, authority, and responsibilities of Archford and the Client. These services may include:

- **Establishing an Investment Strategy** - Archford, in connection with the Client, will develop a strategy that seeks to achieve the Client’s investment goals and objectives.
- **Asset Allocation** - Archford will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation, and tolerance for risk for each Client.
- **Portfolio Construction** - Archford will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- **Investment Management and Supervision** - Archford will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Programs

Archford does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Archford.

E. Assets Under Management

As of December 31, 2025, Archford manages \$1,489,117,927 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting Archford.

Item 5 - Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by Archford. Each Client engaging with Archford for services described herein shall be required to enter into one or more agreements with Archford.

A. Fees for Advisory Services

Investment Management Services - Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management, including cash balance, at the end of the prior calendar quarter. Investment advisory fees range up to 2.00% annually, based on several factors, including the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with Archford. All Clients are subject to a \$2,000 minimum annual fee. Archford reserves the right to negotiate or waive the minimum annual fee for Clients depending on the amount of assets under management, services provided, etc.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of Archford. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Archford will be independently valued by the Custodian.

The Client may make additions to, and withdrawals from, their account[s] at any time, subject to the Advisor's right to terminate an account. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept securities into a Client's account[s]. Clients may withdraw account assets on notice to the Advisor, subject to the usual and customary securities settlement procedures. However, the Advisor designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client's investment objectives. Archford may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e., contingent deferred sales charge) and/or tax ramifications. Additionally, fees with respect to certain Client holdings (e.g., held-away assets, accommodation accounts, alternative investments, etc.), may be offered a fee rate that differs from the range set forth above. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], The Advisor's fee will be adjusted for the next billing period to reflect the fee difference. The Advisor may negotiate a fee that differs from the schedule above for certain account[s] or holdings.

Options Strategy - Archford does not charge any additional fees for option strategies in excess of the Client specific advisory fee. Carapace may charge up to 0.60% in fees for options strategies.

Market Participation Structured Product - Investment advisory fees for MPSP are up to 0.25% of the average daily balance of the Client's account[s], payable at the end of each quarter. MPSP's that are based on Certificates of Deposit[s] will have fees that are capped by Archford at the lesser of 0.25% or the available cash in the account generated from the coupon payments of the MLSP[s]. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

Held Away Assets - Fees for advising outside accounts, such as a 401(k), may be offered as a fixed fee, separate from the investment advisory fee above. Advisory fees will not be deducted directly from these accounts, but from another account under management by Archford. Another form of payment for advisory fees may be discussed by Archford and the Client and agreed upon in writing. For third-party service providers used to service held away accounts, Archford pays these service providers 0.25% of our advisory fee. You will not pay Archford a higher advisory fee other than what is listed in the Agreement and will not pay additional fees for use of the service provider.

Legacy IRA® - The Client will pay Archford an annual fee at a rate of up to 0.71%. The investment advisory fee for the Legacy IRA® accounts is payable quarterly, in advance of each calendar quarter, based on the closing market value of assets under management in the Legacy IRA® account(s) at the end of the prior quarter. Three qualified charitable distributions ("QCDs") are included in the Advisor's quarterly fees. If there are additional QCDs, an

additional fee of \$20 per distribution will be assessed. Clients could be asked to agree to an opening minimum deposit of \$10,000 and agree to maintain a minimum account balance of \$500.

Charitable Tracker Accounts - Charitable organizations will pay Archford an annual fee at a rate of 0.02%. The fee for the Charitable Tracker Account is payable quarterly, in advance of each calendar quarter, based on the closing market value of assets under management in the account(s) at the end of the prior calendar quarter.

Use of Independent Managers - As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a break point schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually. Independent Managers may charge a performance fee. Please see Item 6 for more information.

Archford Trustee Services - The fees for trust services provided under the white-label arrangement are separate from the investment advisory fee. Archford does not receive any portion of the fees earned by MTC for these trust services. Although Archford does not share in the revenue generated by the third-party trust company we have contracted with, there is a potential conflict of interest in recommending these trust services. This is because Archford receives a perceived benefit from MTC through free, white-labeled trust services that we market to Clients and prospective Clients. To address this conflict, we take several steps: we ensure that our relationship with MTC is not based on revenue generated for them, we disclose our arrangement, obtain Client consent, and make sure all recommendations are in the best interest of our Clients. Clients will receive a separate fee schedule outlining the applicable trust administration fees, if applicable. These fees are set by MTC and are not negotiable by Archford. MTC determines the fees and collects them directly.

Advisory Annuities - The fees for advisory services provided for annuities through an agreement with Valmark Advisers, Inc. are separate from Archford's investment advisory fee. Archford has established a relationship with Valmark Advisers, Inc., a registered investment advisor licensed in states across the country, specializing in providing fee-based annuity products. Archford will serve as a solicitor for Valmark Advisers, Inc. The advisory services concerning these annuity products are provided by Valmark Advisers, Inc. and not by Archford. There is no obligation for our Clients to enter into an agreement with Valmark Advisers, Inc.

Hourly Rates - Archford offers hourly rates for both advisory services and estate planning services. The rate will range from \$100 to \$350 per hour and will be disclosed in the investment advisory agreement. Rates will be based upon complexity and scope of service. Hourly services will be billed in arrears on actual time incurred. Clients should understand that hourly services may cost more or less than a fixed fee or fees based on assets under management, depending on the time required to complete the engagement.

Financial Planning Services - Archford offers financial planning on an ongoing basis for an annual fee of up to \$250,000. The fee will be determined by factors including the overall complexity and scope of service. Archford may offset all or a portion of its financial planning fees if the Client engages in investment management services. Archford can negotiate these fees at our sole discretion.

Retirement Plan Advisory Services - Fees may be charged an annual asset-based fee ranging from 0.15% to 2.00%, billed quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory. In such instances, fees are based on the market value of assets under management at the end of the prior quarter. Fees may also be charged as a fixed annual fee, usually a minimum of \$4,000, billed quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. The advisory fee for the first quarter of service is prorated from the effective date of the agreement to the end of the first quarter.

Archford's fee is exclusive of, and in addition to, any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C, which may be incurred by the Client. However, Archford shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

Investment Management Services - Investment advisory fees are calculated by Archford or its delegate and deducted from the Client's account[s] at the Custodian. Archford or its delegate shall invoice or instruct the Custodian as to the amount to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Archford at the end of the prior quarter. Archford does not charge an investment advisory fee on margin balances. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees deducted by Archford directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Market Participation Structured Product - For MPSP, the annual rate is charged monthly based upon the market value of the average daily account balance. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly.

Use of Independent Managers - For Client accounts implemented through an Independent Manager, including the option strategies, most Independent Managers will assume the responsibility for calculating and deducting their respective fees from the Client's account[s]. Some Independent Managers may invoice Archford for their fees. For these instances, Archford will require an addendum to the investment advisory agreement and may charge a small additional fee.

Financial Planning Services - Ongoing financial planning fees are billed monthly or quarterly, in advance of each calendar month or calendar quarter as negotiated and are due upon receipt.

Retirement Plan Advisory Services - Fees for retirement plan advisory services will either be deducted from the account[s] of the Plan Participants or paid by the Plan Sponsor, depending on the terms of the agreement with the Plan and Plan Sponsor. Record keepers will directly deduct fees from the Plan Participant's account as applicable, according to the terms of the agreement. Archford will directly invoice to the Plan Sponsor, as applicable, quarterly in advance and is due upon receipt. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total retirement plan assets under management with Archford at the end of each quarter.

Participant Accounts - Certain Clients may have defined contribution and other accounts that are advised on a discretionary or non-discretionary basis. These fees are described in the agreement between Archford and the Client based on the scope of services and the frequency of reviews.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Archford, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian and fees charged by Independent Managers. Certain of the Advisor's recommended Custodians do not charge securities transaction fees for ETF and equity trades in Client accounts but typically charges for mutual funds and other types of investments. The investment advisory fee charged by Archford is separate and distinct from these custody and execution fees.

In addition, all fees paid to Archford for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds,

other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Archford, but would not receive the services provided by Archford which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Archford to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services - Archford is compensated for its services either in advance of the quarter, before investment management services are rendered or at the end of the quarter, after investment management services are rendered. Either party may terminate the investment advisory agreement with Archford, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing Archford's investment advisory agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the Client. Archford will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with Archford is non-transferable without the Client's prior consent.

Use of Independent Managers - If the Advisor has determined that an Independent Manager is no longer in the Client's best interest, or a Client should wish to terminate their relationship with the Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Archford will assist the Client with the termination and transition as appropriate.

Financial Planning Services - Archford is compensated for ongoing financial planning services at the beginning of the month or a quarter before advisory services are rendered. Ongoing financial planning shall remain in force for one year from the effective date of the agreement. After the first year of service, the agreement will continue in force until either party terminates the agreement, by written notice to the other party, which may be provided at any time after the first year of service. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the Client.

Retirement Plan Advisory Services - Archford is compensated for its retirement plan advisory services in advance of the quarter before advisory services are rendered. Either party may terminate the retirement plan advisory agreement with Archford, at any time, by providing 90 days advance written notice. Upon termination, Archford will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with Archford is non-transferable without the Client's prior consent.

E. Compensation for Sales or Recommendations of Securities

Archford does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above. However, certain Advisory Persons may earn additional compensation as described below.

Broker-Dealer Affiliation - Certain Advisory Persons of Archford are registered representatives of Valmark Securities, Inc. ("Valmark"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative of Valmark, an Advisory Person may implement securities transactions under Valmark and not through Archford. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including Item 12.B1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to Archford's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives may have an incentive to affect securities transactions for the purpose of generating commissions rather than solely based on the Client's needs. This conflict is mitigated in two ways. First,

Clients are under no obligation, contractually or otherwise, to purchase securities products through an Advisory Person. Second, Archford will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Advisory Persons. Please see Item 10 - Other Financial Industry Activities and Affiliations.

Insurance Agency Affiliations - Certain Advisory Persons are licensed as independent insurance professionals. As an independent insurance professional, an Advisory Person may earn commission-based compensation for selling insurance products, including insurance products an Advisory Person sells to Clients. Insurance commissions earned by an Advisory Person are separate and in addition to Archford's advisory fees. This practice presents a conflict of interest because an Advisory Person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to a Client for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through an Advisory Person. See Item 10 - Other Financial Industry Activities and Affiliations.

Valmark Advisers, Inc. - Archford has established a relationship with Valmark Advisers, Inc., a registered investment advisor licensed in states across the country. Valmark Advisers, Inc. specializes in providing fee-based annuity products. In our relationship with Valmark Advisers, Inc., Archford will serve as a solicitor for Valmark Advisers, Inc. If an Archford Client signs an agreement with Valmark Advisers, Inc., where Valmark Advisers, Inc. provides advisory services in connection with an annuity ("Annuity Client"), then the Annuity Client will be charged an asset management fee by Valmark Advisers, Inc. This fee is separate from Archford's advisory fee. As part of the process, our Advisory Persons could encourage Clients to enter into an annuity agreement with Valmark Advisers, Inc., and this creates a conflict of interest. There is no obligation for our Clients to enter into an agreement with Valmark Advisers, Inc.

Archford Ambassador Incentive Plan - Archford has created an incentive plan called the Archford Ambassador Incentive Plan. This plan was created to reward team members for their efforts to attract new Clients for Archford. This Incentive Plan creates a conflict of interest because a team member recommending Archford to a Client has an incentive to do so for monetary gain and not because it is in the Client's best interest. Clients are under no obligation to sign an investment advisory agreement with Archford due to a team member recommending Archford or its services.

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

Archford does not charge performance-based fees for its investment advisory services. The fees charged by Archford are as described in Item 5 and are not based upon the capital appreciation of the funds or securities held by any Client.

Archford uses an Independent Manger(s) who charge a performance fees on their funds. The performance fee is generally 30% of the fund's profits.

Item 7 - Types of Clients

Archford offers investment advisory services to individuals, high net worth individuals, trusts, estates, pension and profit-sharing plans, charitable organizations, corporations, and businesses. Archford generally does not impose a minimum relationship size. Archford has a minimum annual fee of \$2,000. The fee is negotiable at Archford's sole discretion based on the nature and complexity of ther services to be provided and the overall relationship with Archford. Certain Independent Managers may impose a minimum fee.

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

A. Methods of Analysis

Archford primarily employs fundamental and technical analysis in developing investment strategies for its Clients, while employing an asset allocation strategy loosely based on Modern Portfolio Theory ("MPT"). Research and analysis from Archford are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases, and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps Archford in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. Archford monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Archford's review process are included in Item 13 - Review of Accounts.

As noted above, Archford generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Archford will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Archford may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector, or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Archford will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help Archford in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. Archford monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Archford's review process are included in Item 13 - Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk, and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. Archford shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform Archford of any changes in financial condition, goals, or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. Archford will work with each Client to determine their tolerance for risk as part of the portfolio construction process. The following are some of the risks associated with the Advisor's approach:

Market Risks - The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets. Either the stock market or the value of an individual company may go down, resulting in a decrease in the value of Client investments.

Equity Market Risks - Investing in stocks and other equity securities are subject to the risks of the stock market. These risks include, without limitation, the risks that stock values will decline due to daily fluctuations in the markets, and that stock values will decline over longer periods (e.g., bear markets) due to general market declines in the stock prices for all companies, regardless of any individual security's prospects.

Fixed Income Risks - Investing in fixed income is generally less volatile than investing in stock (equity) markets. Fixed income investments nevertheless are subject to risks. These risks include, without limitation, interest rate risks (risks that changes in interest rates will devalue the investments), credit risks (risks of default by borrowers), or maturity risk (risks that bonds or notes will change value from the time of issuance to maturity).

ETF Risks - The risk of owning an ETF generally reflects the risks of owning the underlying securities of the ETF. The Client will bear additional expenses based on your pro rata share of the ETF's operating expenses. The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks - The risk of owning a mutual fund generally reflects the risks of owning the underlying securities the mutual fund holds. The Client will bear additional expenses based on your pro rata share of the mutual fund's operating expenses. The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily, therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Certain Mutual Funds also invest in the equity securities of private operating or growth companies, debt, loans, private credit, or real estate, and are structured as a closed-end interval fund. Similar to a private fund, these mutual funds can also bear a high degree of risk, be leveraged, speculative and volatile, and an investor could lose all or a substantial amount of their investment. Interval funds are less liquid than a standard mutual fund, as they usually limit shareholders to quarterly or other specific repurchase window and may also be limited as to the dollar amount that can be liquidated in each window.

Options Contracts - Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses. Certain options-related strategies may produce principal volatility and/or risk. Thus, a Client must be willing to accept this enhanced volatility, and principal risks associated with such strategies.

Margin Borrowings - The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

Alternative Investments (Limited Partnerships) - The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Archford believes Clients should only have a portion of their assets in these investments.

Private Collective Investment Vehicles - Archford recommends that certain Clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting the investments. There are few limitations on the types of securities or other financial instruments that may be traded, and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, there is an absence of regulation. There are numerous other risks in investing

in these securities, including limited liquidity. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

Real Estate Investment Trusts (REITs) - Archford may recommend an investment in, or allocate assets among, various real estate investment trusts ("REITs"), the shares of which exist in the form of either publicly traded or privately placed securities. REITs are collective investment vehicles with portfolios comprised primarily of real estate and mortgage related holdings. Many REITs hold heavy concentrations of investments tied to commercial and/or residential developments, which inherently subject REIT investors to the risks associated with a downturn in the real estate market. Investments linked to certain regions that experience greater volatility in the local real estate market may give rise to large fluctuations in the value of the vehicle's shares. Mortgage-related holdings may give rise to additional concerns pertaining to interest rates, inflation, liquidity, and counterparty risk.

Certificates of Deposit (CDs) - Each certificate of deposit ("CD") is a deposit obligation of a depository institution domiciled in the United States or one of its territories (an "Issuer"), the deposits and accounts of which are insured by the Federal Deposit Insurance Corporation (the "FDIC") within the limits described below. Each CD constitutes a direct obligation of the Issuer and is not, either directly or indirectly, an obligation of Archford. Archford does not guarantee in any way the financial condition of any Issuer, or the accuracy of any financial information provided by the Issuer. The CDs of any one Issuer that you may purchase will be eligible for FDIC insurance up to \$250,000 (including principal and accrued interest) for each insurable capacity (e.g., individual, joint, IRA, etc.). For purposes of the \$250,000 federal deposit insurance limit, you must aggregate all deposits that you maintain with the Issuer in the same insurable capacity, including deposits you hold directly with an Issuer and deposits you hold through other intermediaries.

Annuities - When appropriate based on a Client's financial circumstances and objectives, we may recommend that a Client engages Valmark Advisers, Inc., a registered investment adviser, to provide advisory services in connection with the purchase and ongoing management of certain annuity contracts. In these situations:

- We act solely as a solicitor for Valmark Advisers, Inc.
- Valmark Advisers, Inc. enters into a separate written investment advisory agreement directly with the Client.
- Valmark Advisers, Inc. is responsible for providing ongoing advice and management of the annuity contract.
- The Client receives Form ADV Part 2A and related disclosure documents from Valmark Advisers, Inc. prior to or at the time of engagement.

Archford does not provide discretionary management of annuity subaccount. We do inform Valmark Advisers, Inc. of appropriate model allocation as well as any changes to the investment allocation based on Client circumstances.

Investing in annuities involves significant risks. These include loss of principle. Other risks include:

- **Insurance company risk** - Annuities are generally obligations of the issuing insurance company. Guarantees are backed solely by the claims-paying ability of the insurer. Insolvency of the insurer could result in partial or total loss of value.
- **Liquidity risk** - Annuities are generally intended as a long-term investment. Some annuities impose surrender charges for withdrawals during an initial surrender period. Some may have a market value adjustment during the surrender period. Early withdrawals may result in substantial penalties or loss of benefits.
- **Expense risk** - Annuities may involve multiple layers of fees, including administrative fees, underlying fund expenses, rider fees, etc. These expenses may materially reduce investment returns.
- **Tax risk** - Withdrawals from an annuity are generally taxed as ordinary income. Withdrawals prior to age 59 ½ may be subject to a 10% penalty tax.
- **Complexity risk** - Optional riders, or withdrawal benefits, may involve additional costs and contractual conditions. Failure to comply with these requirements may result in a reduction or elimination of benefits.

Clients should carefully consider whether an annuity purchase is appropriate given the costs, surrender charges, liquidity restrictions, and long-term nature.

Concentrated Portfolios - Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in price of any given holding in the portfolio is likely to have a larger impact on portfolio performance than a more broadly diversified portfolio.

Management Through Similarly Managed "Model" Accounts - Archford manages certain accounts through the use of similarly managed "model" portfolios, whereby the firm allocates all or a portion of its Clients' assets among various stocks, ETFs, and mutual funds and/or other securities on a discretionary basis using one or more of its model investment strategies. In managing assets using models, Archford remains in compliance with the safe harbor provisions of Rule 3A-4 of the Investment Company Act of 1940.

The strategy used to manage a model portfolio may involve an above average portfolio turnover that could negatively impact Clients' net after-tax gains. While the firm seeks to ensure that Clients' assets are managed in a manner consistent with their individual financial situations and investment objectives, securities transactions affected pursuant to a model investment strategy are usually done without regard to a Client's individual tax qualifications. Clients should contact Archford if they experience a change in their financial situation or if they want to impose reasonable restrictions on the management of their accounts.

Risks Associated with Electronic Trading or Order Routing Systems - Trading through an electronic trading or order routing system creates risks associated with system or component failure. In the event of system or component failure, new orders may not be entered; existing orders may not be executed, modified, or canceled. This could result in financial losses for Clients.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with Archford.

Item 9 - Disciplinary Information

There are no legal, regulatory, or disciplinary events involving Archford or any of its management persons. Archford values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 164482.

Item 10 - Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation - As noted in Item 5.E, certain Advisory Persons are also registered representatives of Valmark, a securities broker-dealer. In one's separate capacity as a registered representative, an Advisory Person may receive commissions for the implementation of recommendations for commissionable transactions. Registered representatives may receive separate, yet customary commission compensation resulting from implementing annuity product transactions on behalf of Archford Clients. Furthermore, commissions may vary by product, and each product may have different commission rates, encouraging the financial professional to recommend products that may pay higher commissions over the products that make the most sense for you. Annuity products may also have different payment schedules depending on the product's nature, and the timing of the payments may differ from that of the advisory options offered by Archford. This timing difference has the potential to create a conflict of interest since some financial professionals may have the incentive to recommend a product that pays commissions now, over an advisory product that pays commissions over a longer period. As an example, all other variables held equal, a 5% commission paid by Valmark upon sale of a \$100,000 annuity product, may be more attractive to a financial professional than a one percent (1%) advisory fee charged on a

\$100,000 account paid over a period of five (5) years, despite the overall pre-tax compensation paid to the financial professional being equal.

Clients are not under any obligation to engage these individuals when considering the implementation of these outside recommendations. The implementation of any or all recommendations is solely at the discretion of the Client. You are under no obligation to implement any annuity transaction through an Archford employee.

Insurance Agency Affiliations - As noted in Item 5.E, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Archford. As an insurance professional, an Advisory Person may receive separate, yet customary commission compensation resulting from implementing investment product transactions on behalf of investment management Clients. Furthermore, commissions may vary by product, and each product may have different commission rates, encouraging the financial professional to recommend products that may pay an upfront commission or higher commissions over the products that make the most sense for you. Insurance products may also have different payment schedules depending on the product's nature, and the timing of the payments may differ from the advisory options offered by Archford. This timing difference has the potential to create a conflict of interest since some financial professionals may have the incentive to recommend a product that pays commissions now, over an advisory product that pays commissions over a longer period.

You should be aware there are other insurance products offered by other insurance agents other than those recommended by our financial professionals. You are under no obligation to implement any insurance or annuity transaction through an Archford employee.

Clients are not under any obligation to engage these individuals when considering the implementation of these outside recommendations. The implementation of any or all recommendations is solely at the discretion of the Client.

Valmark Advisers, Inc. - Archford has established a relationship with Valmark Advisers, Inc., a registered investment advisor licensed in states across the country. Archford receives referral compensation as part of this relationship. See Item 14 - Client Referrals and Other Compensation for more details. Because Archford receives compensation when Clients engage in a written agreement with Valmark Advisers, Inc, Archford has an incentive to recommend such transactions even when alternative investments may be available. Clients should carefully consider whether an annuity purchase is appropriate given the costs, surrender charges, liquidity restrictions, and long-term nature.

4J Technologies, Inc. D/B/A Gifting Insider™ - The Advisor is affiliated through common control with 4J Technologies, Inc. ("4J"). Archford engages the services of 4J which licenses certain components of its intellectual capital to Archford. As part of the overall relationship with 4J, Archford employees may provide services to 4J. Additionally, 4J provides marketing services to 501(c)(3) charitable organizations. 4J charges the charitable organizations the greater of a subscription fee or 4.00% fee on each QCD deposited into the Charitable Tracker Account. The Advisor has a financial incentive to recommend QCDs to charitable accounts that have an engagement with 4J as there is a 4.00% fee assessed on each QCD amount, paid directly to 4J. A conflict of interest exists as both firms are under common control, and the owners may benefit from additional compensation received as a result of the transaction. This conflict is mitigated as Clients can select any charitable organization of their choice, thereby not obligating them to select charitable accounts managed by Archford.

Archford Trustee Services - Archford is not affiliated with MTC, a provider of white-labeled trust services. However, Archford has entered into an agreement that permits it to offer MTC's trust services under its own brand. This arrangement does not create a partnership or joint venture, and Archford does not oversee MTC's activities or personnel.

Archford Consulting, LLC - Certain Advisory Persons of Archford may also serve as leased employees of Archford Consulting, LLC, an affiliate of Archford. Archford Consulting is a non-advisory consulting business that assists businesses and high net worth individuals with non-advisory support services. Clients of Archford may be offered the services of Archford Consulting.

Archford Filing Services, LLC - Archford Filing Services, LLC, is an affiliate of Archford. Archford Filing Services is a non-advisory business assisting other businesses with filing requirements of the Corporate Transparency Act. Clients of Archford may be offered the services of Archford Filing Services.

Archford Accounting, LLC - Archford Accounting, LLC ("Archford Accounting"), an affiliated entity under common control with the Advisor, offers tax preparation and accounting services to Clients. Tax preparation and accounting services are separate and distinct from the advisory services offered to Clients and are based on the unique needs of each Client. The time devoted to tax preparation increases during tax season. Clients are not obligated to engage Archford Accounting for these services in order to have an advisory relationship with the Advisor. Prior to recommending the services of Archford Accounting, the Advisor will provide additional disclosure information to each Client, which will include relevant details regarding material financial interests, and compensation surrounding Archford Accounting.

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

A. Code of Ethics

Archford has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons subject to Archford's compliance program ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Archford and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Archford Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (618) 416-7085.

B. Personal Trading with Material Interest

Archford does not act as principal in any transactions. In addition, Archford does not act as the general partner of a fund or advise an investment company. Archford does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Archford allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchased or sold) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons with access to Client information (our "Access Persons") have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Archford requiring reporting of personal securities trades by its Access Persons for review by the Chief Compliance Officer ("CCO"). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Archford allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward.

At no time will Archford, or any Supervised Person of Archford, transact in any security to the detriment of any Client.

Item 12 - Brokerage Practices

A. Recommendation of Custodian[s]

Archford does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Archford to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Archford does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Archford does not exercise discretion over the selection of the Custodian, Archford will typically recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and may incur extra fees or costs associated with using a custodian not recommended by Archford. The Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Archford may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or location of the Custodian's offices. Archford typically recommends that Clients establish accounts at Charles Schwab & Co., Inc. ("Schwab") or Pershing LLC ("Pershing"). Schwab and Pershing are independent and unaffiliated SEC-registered broker-dealers and members of FINRA/SIPC. Schwab and Pershing offer independent investment advisors services, which include custody of securities, trade execution, clearance, and settlement of transactions. The Advisor receives some benefits from Schwab and Pershing through its participation in the program. Schwab and Pershing will serve as the Client's "qualified custodian". See Item 14 - Client Referrals and Other Compensation.

The following are additional details regarding the brokerage practices of Archford:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an Advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. Archford has entered into a soft dollar agreement with Pershing for benefit expenses ("Benefits"). These Benefits will benefit Archford in how it can service its Clients, enable Archford to update and add technology for servicing Clients and operations, and the education of employees and current or potential Clients. Eligible services for which soft dollars can be used include but are not limited to portfolio review, transaction monitoring, order entry management software or systems, software required for connecting Pershing systems, technology set-up and integration, resources for completing account paperwork, termination fees for legacy providers, training for employees, website development and updates, marketing materials, and educational events. These Benefits are valuable to Archford and may or may not benefit our Clients. These soft dollar expenses and Benefits will not reduce the fees which Archford charges for its services. Archford does not participate in soft dollar programs sponsored or offered by any broker-dealer or custodian. Archford does receive other economic benefits from Schwab and Pershing. Please see Item 14 for more information.

2. Brokerage Referrals - Archford does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Archford will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian, unless otherwise authorized by the Client. Archford will not engage in any principal transactions (i.e., trade of any security from or to Archford's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Archford will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian. While Archford generally does not assume brokerage discretion, Archford may assume brokerage discretion for certain fixed income trades. In all instances, the custody of the Client's assets will remain with the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results considering such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality, and 5) skill required of the Custodian. Archford will execute its transactions with the Custodian as directed by the Client, unless otherwise instructed by the Client. Archford may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 - Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Archford. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Archford if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions, and fees relating to the Client's account[s]. Archford may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Archford

Archford may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Archford may receive referrals of new Clients from a third-party.

Participation in Institutional Advisor Platform - Charles Schwab

As disclosed under Item 12, the Advisor participates in Schwab's institutional customer program and the Advisor may recommend Schwab to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to Schwab retail investors. These Benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to

certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. Schwab may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by Schwab through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at Schwab. Other services made available by Schwab are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to Schwab. As part of its fiduciary duties to Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of Schwab for custody and brokerage services.

Participation in Institutional Advisor Platform - Pershing

The Advisor has established institutional relationships with Pershing to assist the Advisor in managing Client account[s]. Access to Pershing's Institutional platform is provided at no charge to the Advisor.

The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these Benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following Benefits from Pershing: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Valmark Advisers, Inc.

As disclosed under Item 10, the Advisor has entered into a written solicitor agreement with Valmark Advisers, Inc., a registered investment adviser. Archford refers certain Clients to Valmark Advisers, Inc. for the purpose of evaluating and purchasing annuity products. If a Client engages Valmark Advisers, Inc., Archford receives a solicitor fee. The fee will be outlined in the agreement between the Client and Valmark Advisers, Inc. This fee is paid to Archford by Valmark Advisers, Inc. and is not a fee charged directly to the Client by Archford. The amount of compensation received by Archford varies based on the amount of assets under management managed by Valmark Advisers, Inc. for the Client. Accordingly, Archford has a financial incentive to recommend Valmark Advisers, Inc. to our Clients, and this creates a conflict of interest. Clients are not obligated to engage Valmark Advisers, Inc. and may choose to purchase an annuity product through other insurance professionals or providers of their own choosing. Archford seeks to mitigate this conflict by disclosing the arrangement and recommending Valmark Advisers, Inc. only when Archford believes the referral aligns with the Client's investment goals, objectives, and best interest.

Valmark Advisers, Inc. is an independent firm and is solely responsible for any annuity recommendations and transactions. Archford does not supervise Valmark Advisers, Inc. Archford does not control the annuity products offered and does not manage annuity contracts purchased through Valmark Advisers, Inc.

B. Client Referrals from Promoters

If a Client is introduced to Archford by either an unaffiliated or affiliated party (herein a "Promoter"), the Advisor compensates that Promoter by a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor and shall not result in any additional charge to the Client.

Item 15 - Custody

In certain circumstances, Archford will have custody of Client assets. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Archford to utilize the Custodian for the Client's security transactions. Archford encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. To avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Surprise Independent Examination - As Archford is deemed to have custody over certain Client accounts and/or securities as a trustee on the Adviser's 401(k) plan and due to receiving checks from Clients or as part of their access to Client login credentials, pursuant to securities regulations the Advisor is required to engage an independent accounting firm to perform an annual surprise examination of those assets and accounts over which Archford maintains custody. Archford has engaged with Ashland Partners & Company LLP ("Ashland") to conduct the Advisor's surprise custody examinations. Opinions issued by Ashland are filed with the SEC and are publicly available on the SEC's Investment Adviser Public Disclosure website at adviserinfo.sec.gov.

Item 16 - Investment Discretion

Archford generally has discretion over the selection and number of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Archford. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Archford will be in accordance with each Client's investment objectives and goals.

Item 17 - Voting Client Securities

Archford does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. Archford will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Archford engages an unaffiliated third party to provide Clients with class action related services. Clients may opt out on a security specific basis or in its entirety by providing written notice to Archford.

Item 18 - Financial Information

Neither Archford nor its management have any adverse financial situations that would reasonably impair the ability of Archford to meet all obligations to its Clients. Neither Archford nor any of its Advisory Persons have been subject to bankruptcy or financial compromise. Archford is not required to deliver a balance sheet along with this Disclosure Brochure as Archford does not collect fees of \$1,200 or more for services to be performed six months or more in advance.