

## **Part 2A – Firm Disclosure Brochure**

**EPG Wealth Management LLC  
IARD# 302075  
309 East Paces Ferry Road NE,  
Suite 900  
Atlanta, GA 30305  
(404) 809-3680  
<http://www.eastpacesgroup.com>**

**March 5, 2026**

This brochure provides information about the qualifications and business practices of EPG Wealth Management LLC (“EPG”). If you have any questions about the contents of this brochure, please contact us at (404) 809-3680. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about EPG also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration does not imply a certain level of skill or training.

## Item 2 – Material Changes

EPG Wealth Management LLC (“EPG”) 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 21, 2025. 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 reflect EPG’s regulatory assets under management.
- Item 4 has been revised to describe our new service offering for self-directed 401(k) plans, including the scope of advisory services provided to participants and the manner in which those services are delivered.

### Full Brochure Availability

We may, at any time, amend this document to reflect changes in EPG’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 #302075. The SEC’s website also provides information about any EPG 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) 809-3680.

## Item 3 – Table of Contents

### Contents

Item 2 – Material Changes.....	2
Item 3 – Table of Contents .....	3
Item 4 – Advisory Business.....	4
Item 5 – Fees and Compensation.....	11
Item 6 – Performance-Based Fees and Side-By-Side Management .....	17
Item 7 – Types of Clients .....	17
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....	17
Item 9 – Disciplinary Information .....	20
Item 10 – Other Financial Industry Activities and Affiliations.....	20
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	21
Item 12 – Brokerage Practices.....	22
Item 14 – Client Referrals and Other Compensation .....	25
Item 15 – Custody.....	25
Item 16 – Investment Discretion .....	26
Item 17 – Voting Client Securities .....	26
Item 18 – Financial Information .....	26
Privacy Policy .....	27

## Item 4 – Advisory Business

EPG Wealth Management LLC (“EPG”) was established as a Registered Investment Adviser in 2019. Through independently owned limited liability companies, Alex Reffett and David Curry, are the principal owners of EPG.

EPG 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. EPG offers investment and wealth management services to individuals, trusts, businesses and corporations (“Clients”) through:

- Direct management of Client portfolios (“Advisor Managed Accounts”)
- Third Party Money Manager Accounts
- Retirement Planning for 3(31) and 3(38) Plans
- Advisory Services for self-directed 401(k) plans
- Wrap fee Account Program
  - Peak Account (“Peak” offered through NFS)

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

### Advisor Managed Accounts

In an Advisor Managed Account, the Client’s Investment Advisor Representative (“Representative”) is responsible for tailoring an investment program to a client’s individual needs. 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 Institutional Wealth Services ("FIWS"), or Charles Schwab & Co. ("Schwab") 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**

EPG offers a wrap fee account called a Peak Account through our custodian, NFS. 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 NFS. 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 are separately disclosed in the Peak Wrap Fee Brochure.

### **Third Party Money Manager Accounts**

EPG 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 EPG 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.

EPG Wealth may assist clients by recommending that assets be allocated among multiple managers, but EPG 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 EPG Wealth changes from time to time, at EPG Wealth's discretion.

### **Retirement Planning ERISA 3(21) Plans**

EPG 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. EPG Wealth acts as a fiduciary under ERISA Section 3(21).

As such, EPG Wealth works with clients to recommend the investment choices for a plan among which the plan participants may select. EPG 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 EPG Wealth meets the definition of a fiduciary under Department of Labor rules, EPG Wealth acknowledges that both EPG Wealth and its Related Persons are acting as fiduciaries. Additional disclosure may be found elsewhere in this Brochure or in the written agreement between EPG Wealth and Client.

Under ERISA Section 3(21), EPG 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**

EPG Wealth is not a fiduciary as defined under ERISA section 3(38), but does utilize a third-party investment manager, Brinker Capital Investments ("Brinker"), an SEC registered investment adviser, to serve as the fiduciary for 3(38) plans. In this role, EPG Wealth and its

representatives act as a fiduciary under 3(21) with respect to its recommendation of Brinker to provide investment advisory services, (ii) assure that our representatives comply applicable law, with respect to its recommendation of Brinker, including assuring that our fee does not exceed a reasonable fee; and (iii) notify Brinker promptly in the event EPG is no longer in compliance with any applicable law.

Brinker Capital Investments offers its “Retirement Plan Services” to our plan sponsors, by utilizing Brinker's Destinations investment strategies for tax-exempt accounts, as well as mutual fund and ETF evaluation and selection to sponsors of retirement plans covered by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and other qualified and non-qualified deferred compensation plans. 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 Brinker, and (ii) a separate administrative and recordkeeping services agreement with the recordkeeper. Pursuant to the investment advisory agreement, the third-party adviser (Brinker) provides to the Plan sponsor and assists the Plan sponsor in selecting a group of investment strategies, which may include the Destinations Funds, which the Plan sponsor then makes available to Plan participants as investment options under the Plan. Brinker 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. Brinker implements certain investment strategies selected by the Plan sponsor and made available to Plan participants.

Brinker has full discretion in selecting the funds to be included in the asset allocation models used to implement the investment strategies. Brinker 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 Brinker. Brinker 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 who elect this additional service authorize Brinker to select additional funds. If a Plan sponsor elects the additional fund evaluation service, Brinker is authorized to select, add, remove and/or replace funds available for purchase by Plan participants consistent with any written investment policy approved by the Plan sponsor and provided to Brinker and with any requirements under ERISA, based upon

Brinker's evaluation of each fund's performance, market conditions and other factors it deems appropriate. Plan sponsors can, however, specify securities which cannot be purchased. If Brinker adds a new fund or replaces a fund on the additional fund list, Brinker 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. Brinker is responsible for monitoring the relevant data on the performance of each mutual fund, ETF and Destinations model, and provides periodic reporting on the performance of each fund and Destinations model.

### **Self-Directed Retirement Plans**

Our services for employer-sponsored retirement plans include discretionary investment management for participants who grant us trading authority over their 401(k) accounts. When engaged on a discretionary basis, we have the authority to select investments, rebalance the account, and implement transactions without obtaining the participant's prior approval for each trade. This authority is limited to the investment options made available within the plan by the plan sponsor. Discretionary management includes ongoing monitoring of the participant's account, implementing changes to the allocation, and making adjustments we believe are appropriate based on the participant's stated objectives, risk tolerance, and time horizon. Participants may revoke our discretionary authority at any time by providing written notice, subject to the terms of the advisory agreement and the plan's operational rules. Our discretionary authority does not extend to adding, removing, or modifying the investment options available within the plan. We do not provide plan-level fiduciary services, plan design services, or ERISA §3(38) investment manager services at the plan-sponsor level. Our fiduciary role applies solely to the participant's account under the terms of the engagement.

Our recommendations are limited to the investment options available within the plan, which may include funds with higher internal expenses or limited diversification compared to investments available outside the plan. We may recommend allocations that fit the plan's menu rather than the full universe of investments we might otherwise consider. We mitigate these conflicts by disclosing the limitations of the plan menu, evaluating the available options objectively, and recommending allocations based solely on the client's risk tolerance and objectives. We also review plan-menu allocations periodically to ensure they remain appropriate within the constraints of the plan.

### **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 EPG please know that EPG 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 EPG. 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 EPG. 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 EPG receiving unreasonable compensation related to the rollover of funds from the retirement plan to a Rollover IRA, and (iii) fully disclose compensation received by EPG 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.

## **Financial Planning**

EPG 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 client achieve their retirement goals
- **Investments:** Analysis of investment alternatives and their effect on a client's portfolio.

Information on clients will be gathered by in-depth personal interviews and 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 EPG when considering 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.

In addition to the aforementioned services, EPG 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 EPG (the "Excluded Assets"). Should the client utilize these reporting services, the client acknowledges and understands that with respect to the Excluded Assets, EPG'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, EPG will not be responsible for the investment performance of the Excluded Assets. If the client requests EPG to provide investment management services with respect to the Excluded Assets, the client may engage EPG to do so for a separate and additional fee.

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, EPG 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.

As of December 31, 2025, EPG managed \$579,086,058 in regulatory assets under management (RAUM), which means securities portfolios for which EPG provides continuous and regular supervisory or management services. All of the regulatory assets under management are done on a discretionary basis. The Firm had no non-discretionary assets.

As of December 31, 2025, EPG had \$54,055,259 in Assets Under Advisement which means these are assets on which EPG provides advice or consultation, but for which EPG does not have discretionary authority, and does not arrange or effect a transaction. These types of services may include consulting services where the assets are used for the informational purpose of gaining a full perspective on the client's financial situation, but EPG is not actually placing the trade. It could also mean that these are assets for which EPG may monitor for a client on a non-discretionary basis and make recommendations but where the client is the party responsible for arranging or effecting the purchase or sale.

## Item 5 – Fees and Compensation

### Advisor Managed Accounts

Advisor Managed accounts may be custodied at NFS, Fidelity Institutional Wealth Services (“FIWS”), or Charles Schwab & Co. (“Schwab”) 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.

Account Balances	Annual Fee
\$0 - \$500,000	1.50%
\$500,001 - \$2,500,000	1.25%
\$2,500,001 - \$4,000,000	1.00%
\$4,000,001+	0.75%

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 \$500,000 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. 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 EPG can liquidate assets to cover fees. The amount of the fee will be shown on the statement received by the Custodian. EPG 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 EPG if the number of mutual fund transactions is deemed to be excessive. If this occurs, such fees will be paid by EPG 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.

### 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 EPG 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:

<b>Asset Under Management</b>	<b>Annual Fee</b>	<b>EPG Portion of Fee</b>	<b>Third Party Money Manager Portion of Fee</b>
Up to \$1,000,000	1.25%	0.50%	0.75%
\$1,000,000 and up	1.00%	0.50%	0.50%

The annual fee is payable, quarterly in advance, based upon the market value of cash and securities in the account at the end of the immediately preceding quarter. The quarterly valuation dates will be the last business day of a Calendar Quarter (i.e., March, June, September and December). If the advisory agreement is executed at any time other than the first day of the calendar quarter, fees will apply on a pro rata basis. In these cases, the advisory fee is payable in proportion to the number of days in the quarter for which the assets are under management and will be valued as of the day before management of the Assets commences.

A portion of the advisory fee will be paid to a third-party manager; such fees 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. EPG 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 its obligation to consider first and foremost a client’s objectives and needs.

In addition to the annual fee, the Client may also incur indirect fees (e.g., management fees) imbedded within mutual funds, exchange traded funds, third-party investment management programs and outside partnerships. EPG Wealth nor the third-party manager will share in these fees nor receive any compensation for the use of such products in the management of the account.

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 EPG Wealth can liquidate assets to cover fees.

This account may be terminated (1) by Client at any time upon written notice to either the Adviser or the Manager. In the event of termination by the Client, any fees paid in advance will be prorated to the date of cessation of management activities, and any unearned portion of prepaid fees will be refunded to Client.

### **Retirement Planning for ERISA 3(38) Plans/Self-Directed Plans**

Brinker charges each Client a fee (the “Brinker Fee”) that encompasses all Brinker’s services hereunder. Brinker will establish the Brinker Fee to be charged by Brinker for Brinker Retirement Plan Services which Brinker Fee shall be calculated on total Plan assets of each Plan as set forth in a Schedule to the RPS Investment Advisory Agreement, and will be billed quarterly in advance. EPG Wealth will establish EPG’s fees (the “Advisor Fee”) which is also billed in advance quarterly. In addition, Clients shall be responsible for paying a fee to the Recordkeeper as set forth in the Recordkeeper Agreement. The client also pays a separate fee to the recordkeeper for recordkeeping and administrative services.

The Brinker Fee Component is determined in accordance with the following schedule:

<b>Total Plan Account Value</b>	<b>Brinker Fee Component</b>	<b>EPG Fee Component</b>	<b>Total Annual Fee</b>
Up to \$2,500,000	0.35%	1.00%	1.35%
> \$2,500,000 to \$5,000,000	0.30%	0.85%	1.15%
> \$5,000,000 to \$7,000,000	0.25%	0.70%	0.95%
Over \$7,000,000	0.20%	.60% to .50%	.70% to .80%

Total Plan Account Value represents the portion of the Plan assets managed by or through Brinker's RPS program. The annual fee is payable, quarterly in advance, based upon the market value of cash and securities in the Account at the end of the immediately preceding quarter. The quarterly valuation dates will be the last business day of a Calendar Quarter (i.e., March, June, September, and December). If this Agreement is executed at any time other than the first day of a Calendar Quarter, fees will apply on a pro rata basis. In these cases, the Advisory fee is payable in proportion to the number of days in the quarter for which the assets are under management and will be valued as of the day before management of the Assets commences.

Fees for our 401(k) participant advisory services are typically charged as an asset-based fee, as described in the client agreement. Fees may be billed directly to the participant or deducted by the plan's recordkeeper if permitted. Participants also pay the internal expenses of the plan's investment options, recordkeeping fees, and any other plan-level charges, which are separate from our advisory fee.

Because we charge an asset-based advisory fee, we have a financial incentive to recommend that clients maintain higher balances in accounts we manage, including self-directed 401(k) accounts. We mitigate this conflict by conducting a best-interest analysis before recommending any service, documenting the basis for the recommendation, and supervising rollover and service-selection recommendations through periodic compliance reviews.

This account may be terminated (1) by Client at any time upon written notice to either the Adviser or Plan Sponsor. In the event of termination by the Client, any fees paid in advance will be prorated to the date of cessation of management activities, and any unearned portion of prepaid fees will be refunded to Client.

## **Financial Planning**

EPG charges either a fixed agreed upon rate or an hourly rate for any agreed upon financial planning work. This rate will vary depending on the requested task; however, clients will be provided an estimate in advance.

Financial planning fees will be charged on an agreed upon hourly rate, ranging from \$175 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, provided that all of the relevant information needed to prepare the financial plan 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.

## Other Charges

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 these securities). The amount of the gross spread is described in the relevant prospectus, offering circular or official statement. Most EPG 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. The advisory fee is not reduced to offset this compensation.

In addition to the advisory fees paid to EPG, 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, 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, 12(b)-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 within this program pay 12(b)-1 service fees (normally 0.25% per year) to Arkadios Capital and/or the Custodian. The mutual funds the Firm could purchase or recommend offer a variety of share classes, including some that do not charge 12(b)-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 receives these 12(b)-1 fees. The receipt of such fees represents a conflict of interest in that there is an incentive for Advisors to recommend funds with 12(b)-1 fees over funds that have no fees or lower fees. To mitigate this conflict of interest, Arkadios Capital will review the receipt of 12(b)-1 fees it receives quarterly and rebate such fees to the client's account.

When accounts are held at Fidelity, neither EPG nor Arkadios Capital receives any portion of the 12(b)-1 fees charged. There are instances in which the EPG 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 EPG due to investment minimums. In other cases, mutual funds charging 12(b)-1 fees are transferred into EPG. 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 12(b)-1 fees, but no transaction fees, while other share classes in the same fund family do not charge 12(b)-1 fees but do charge transaction fees. Mutual funds charging 12(b)-1 fees will be recommended when the overall costs are seen as a benefit to the client if the anticipated transaction fees exceed the anticipated 12(b)-1 fees. When recommending a particular mutual fund share classes, 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. EPG does not receive any part of the fees charged by Mutual Funds.

## **Account Termination**

Crest accounts custodied through NFS will be charged an early termination fee to cover the administrative costs of establishing the account if the account is terminated within the first year of service. The termination fee will be a maximum of \$125 and will be prorated based on the time the account was opened in the first year of service. If the account is closed within the first month (but after five business days) after the account is established, the client will be charged \$125. If the account is closed after six months, the client will be charged half that fee (\$62.50). If the account is closed after 11 months, the client will be charged \$10.42. A termination fee will not be charged if this is an ERISA account or no services were rendered, no trades were placed, or if the account is terminated within the first five business days of service. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract.

Client and/or the firm may initiate termination of the contract at any time by sending written notice to the contra party and will be deemed to be accepted the day that it is received by the contra party. Upon written receipt of notice to terminate its client agreement and unless specific transfer instructions are received, EPG and its agent will cease advisory services. Should the client provide specific instructions to liquidate, EPG will proceed with liquidation of the client's account in an orderly and efficient manner.

There will not be a charge by EPG for such redemption; however, the client should be aware that 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 could 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 made 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 Investment 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. EPG and its agent are not responsible for market fluctuations in the client's account from 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**

EPG does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

## **Item 7 – Types of Clients**

EPG provides portfolio management services to individuals, corporations and business entities, pension and profit-sharing plans, charitable institutions, foundations, endowments, estates, trusts, and other U.S. and international institutions. The minimum account size is \$500,000. EPG has the discretion to waive the account minimum. All 3(38) retirement plans utilizing the Brinker Retirement Plan Services do not have a minimum account size.

## **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, EPG'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.

Our recommendations for 401(k) participants are based on the investment options available within the plan, the participant's stated risk tolerance, time horizon, and financial objectives. All investments involve risk, including the possible loss of principal, and participants may experience losses even when following our recommendations or when we assist with implementing transactions.

### **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 EPG's investment objectives will be achieved. Accordingly, EPG'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 EPG 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 systems, networks and devices used by EPG 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 EPG or the integrity of EPG’s management. EPG has no information applicable to this Item.

## **Item 10 – Other Financial Industry Activities and Affiliations**

Most investment adviser representatives are also registered representatives and/or insurance agents of Arkadios Capital, a broker-dealer and insurance agency, Ash Brokerage, LLC, a licensed insurance agency, or the Pinnacle Group. EPG is not affiliated with Arkadios Capital or Ash Brokerage, LLC through ownership or control. When applicable, commission-based accounts and other securities and insurance products, including life, health, long term care and variable insurance, are offered through Arkadios Capital or Ash Brokerage, LLC. All related compensation is separate from advisory services. If a trade error were to occur, it could 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.

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, 12(b)-1 fees or other payments. EPG is dedicated to acting in clients’ best interests based on fiduciary principles. Clients are under no obligation to purchase any recommended brokerage products or insurance products.

Clients may 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, Arkadios Capital 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 amount of the gross spread is described in the relevant prospectus, offering circular or official statement. Advisors, acting as

a Registered Representative of Arkadios Capital, receive compensation from the sale of an initial public offering (IPO). The advisory fee is not reduced to offset this compensation. This poses a conflict of interest for those individuals as they have a financial incentive to recommend IPO purchases. However, EPG 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.

On average individual Investment Advisor Representatives and the principals of EPG spend less than 10% of their time on other such activities.

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

EPG has adopted a Code of Ethics for all supervised people 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 people at EPG must acknowledge the terms of the Code of Ethics annually, or as amended.

Advisors of EPG may buy or sell securities that are recommended to clients. EPG's employees and people associated with EPG are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of EPG and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for EPG's clients. The Code of Ethics is designed to ensure that the personal securities transactions, activities, and interests of the employees of EPG 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 EPG's clients. In addition, the Code requires pre-approval of many transactions and restricts trading in close proximity to client trading activity. 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 EPG and its clients.

Advisors may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a conflict of interest in the fact that EPG, or its Representatives, are in a position to benefit from the sale or purchase of those securities. EPG's Code of Ethics provides a policy to monitor the personal trading activities and securities holdings of each of the Firm's Representatives or other Access Persons. The Code of Ethics's personal trading policies include procedures for limitations on personal securities transactions

of associated persons, reporting and review of such trading. These policies are designed to discourage and prohibit personal trading that would disadvantage clients.

Trades may be done on an aggregated basis when consistent with EPG's obligation of best execution. In such circumstances, the Advisor (or related account) and client accounts will share commission costs equally and receive securities at a total average price. EPG 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 in the order. EPG's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting the Compliance Department at the main number.

## **Item 12 – Brokerage Practices**

EPG recommends the brokerage and custodial services of NFS, and Fidelity (collectively, the "Custodians"). Arkadios Capital acts as Introducing Broker to NFS. The Custodians are registered broker-dealer that charges brokerage commissions or transaction fees for effecting securities transactions. As the qualified custodian holding an account, the Custodians do not generally charge separately for custody services. They are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed, which are included when wrap fees are charged.

EPG also participates in the institutional advisor program (the "Program") offered by Charles Schwab. Charles Schwab offers to independent investment advisors services which include custody of securities, trade execution, clearance, and settlement of transactions. The Advisor receives some benefits from Charles Schwab through its participation in the Program.

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 EPG 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. EPG seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

EPG does not require Advisors to utilize a particular custodian over another that EPG currently offers. 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.

The Custodians make products and services available to EPG that benefit EPG but may not directly benefit its clients' accounts. Many of these products and services are used to service all or a substantial number of EPG accounts. Some of these products and services provided includes software and other technology that provides access to client account data (such as trade confirmations and account statements); provides research, pricing, and other market data; facilitates payment of fees from clients' accounts; and assists with back-office functions, recordkeeping, and client reporting. When client brokerage commissions are used to obtain research or other products or services, EPG receives a benefit because we do not have to produce or pay for the research, products, or services. As a result of these services provided, commissions may be higher than those charged by other broker dealers. Soft dollar benefits are used to service all client accounts; they are not used exclusively for the accounts that generated the soft dollar benefits. There is no effort to allocate soft dollar benefits to clients in proportion to the amount of soft dollar benefits generated by each client. Within the last fiscal year, EPG used client brokerage commissions to acquire the products and services listed above under "Soft Dollar Benefits."

As disclosed above, The Advisor participates in Charles Schwab's institutional customer program and may recommend Charles 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 Charles 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. Charles Schwab may pay for business consulting and professional services received by Advisor's related people. Some of the products and services made available by Charles Schwab through the program may benefit the Advisor but may not benefit its client accounts. These products or services may assist Advisor in managing and administering client accounts, including accounts not maintained at Charles Schwab.

Other services made available by Charles 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 Charles 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 Advisor or its related people in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of Charles Schwab for custody and brokerage services.

The amount of soft dollar benefits that are received depends on the volume of brokerage transactions that EPG places with Custodians. The receipt of soft dollars creates a conflict of interest by giving a financial incentive to (1) have clients pay more than the lowest possible commissions and transactions charges, (2) place more transactions in the client's account, and (3) recommend only broker-dealers that provide soft dollar benefits. Soft dollars benefits are used to service all client accounts; they are not used exclusively for the accounts that generated the soft dollar benefits. There is no effort made to allocate soft dollar benefits to clients in proportion to the amount of soft dollar benefits generated by each client.

In certain circumstances, EPG will allow clients to select the broker-dealer to execute transactions. In this case, each client selects a broker-dealer based on factors important to them. Clients will negotiate the terms and arrangements with their broker-dealer of choice, and transactions are directed at the specified broker-dealer. We will not be in a position to seek better execution services or prices from other broker dealers. By directing brokerage, we may not be able to achieve the most favorable execution of client transactions, and this practice may cost clients more money.

Clients can benefit when trades are aggregated to obtain volume discounts on execution costs. Trade aggregation refers to the practice of combining orders for execution. When consistent with the duty to obtain best execution, multiple client transactions will be aggregated into a single order in order to obtain the best price for clients. In such circumstances, the accounts will share commission costs equally and receive securities at a total average price. EPG 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 in the order.

### **Item 13 – Review of Accounts**

Accounts are assigned to Investment Advisors who are responsible for performing periodic reviews and consulting with the respective client. Account performance is reviewed not less than 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 Client's account would be 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.

The client agrees to inform the firm in writing of any material changes to the information included in the questionnaire or any other change in the client's financial circumstances that might affect the manner in which the client's assets should be invested. Clients may contact the firm during normal business hours to consult with the firm concerning the management of the client's account(s).

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

EPG 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 EPG 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. EPG does not pay employees for client referrals.

## **Item 15 – Custody**

EPG has constructive custody of client funds and securities due to the ability to deduct advisory fees from accounts. In accordance with custody rules, EPG will ensure that a qualified custodian maintains the account and that clients receive a quarterly account statement from the qualified custodian.

Clients should receive statements at least quarterly from Custodians or other selected qualified custodians that holds and maintains client's investment assets. EPG urges clients to carefully review such statements and compare the official custodial records to the account statements that EPG provides. EPG statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

## **Item 16 – Investment Discretion**

EPG 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, EPG observes the investment policies, limitations, and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to EPG in writing. This discretionary authority also allows EPG 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, EPG 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. Clients should contact their financial advisor if they have any questions and/or to obtain this information. Clients will receive their proxies directly from their custodian or transfer agent.

## **Item 18 – Financial Information**

Registered Investment Advisers are required to provide clients with certain financial information or disclosures about EPG's financial condition. EPG 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 proceeding.

## **Privacy Policy**

EPG Wealth Management, LLC (“EPG Wealth”) recognizes that its clients have an expectation that EPG Wealth will maintain the confidentiality of clients’ nonpublic personal information. Consequently, EPG Wealth has adopted this privacy policy concerning information obtained during the servicing of client’s account(s).

### **To Whom This Policy Applies**

This notice applies to all our clients who enter into an advisory services agreement with us. Even if you are no longer a client, our privacy policy will continue to apply to you.

### **Nonpublic information**

We do not disclose any non-public personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to non-public personal information about you to employees who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or if it is required by law.

### **Sources of Personal Information**

We collect personal information about you from meetings with you and on applications or other forms you have submitted to EPG Wealth, as well as information about your investments or transactions with us or others (such as third-party service providers or fund companies) from other sources.

### **Opt-Out Provision**

Since EPG Wealth does not sell or share any personal information an “opt out” provision would not be applicable to this privacy policy. Clients may call (404) 809-3680 to request further information regarding this policy.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our main office at (404) 809-3680 if you have any questions regarding this policy.