Item 1 – Cover Sheet

Ely Prudent Portfolios
Form ADV Part 2A – Firm Brochure

(CRD #171991 / SEC #801-96203)

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March 31, 2026

This brochure provides information about the qualifications and business practices of Ely Prudent Portfolios, LLC. If you have any questions about the contents of this brochure, please contact us at: (530) 895-0636, or by email at: gtely@elyportfolios.com. Alternatively, contact the Chief Compliance Officer of Integrated Advisors Network, Danielle Tyler at compliance@integratedadvisorsnetwork.com or call (855) 729-4222 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 the Advisor is available on the SEC's website at www.adviserinfo.sec.gov.

Integrated Advisors Network, LLC is a registered investment advisor. Registration with the United States Securities and Exchange Commission ("SEC") or any state securities authority does not imply a certain level of skill or training.

Item 2 – Material Changes

In this item, Integrated Advisors Network, LLC ("Integrated" or "the Firm") is required to summarize only those material changes made to this Brochure since our last annual updating amendment. If you are receiving this document for the first time, this section may not be relevant to you.

Since our last annual updating amendment on March 31, 2025, Integrated Advisors Network, LLC has made the following material changes to this Brochure:

Item 4: Advisory Business

Assets Under Management

As of December 31, 2025, the Adviser's total assets under management are $5,522,561,843. The following represents client assets under management by account type:

Account Type	Assets Under Management
Discretionary	$ 5,286,824,594
Non-Discretionary	$ 235,737,249
Total	$ 5,522,561,843

Item 5: Fees & Compensation

Bundled Fee Arrangement Clarification

Within this section, Integrated clarified that certain independent investment professionals (Investment Advisor Representatives of “DBA” entities) who are affiliated with Integrated may choose to bill client fees using a “bundled” fee arrangement. This structure combines investment advisory services with certain brokerage execution, custody, reporting, and related services for a single, asset-based fee. While this arrangement is sometimes referred to as “wrap” style for convenience, it does not meet the SEC definition of a Wrap Fee Program.

Under this arrangement, assets are regularly monitored, and investment decisions are based on each client’s specific needs and objectives. Clients participating in a bundled fee arrangement will enter into a written agreement that outlines the terms of engagement, the scope of services, and the applicable fees. The annual fee depends on the market value of assets under management, and suitability is determined based on the cost-effectiveness of the arrangement for the client. *(See Item 5 for details.)*

Item 9: Disciplinary Information

SEC Regulatory Action

On September 9, 2024, the SEC announced a settlement with Integrated Advisors Network, LLC for violations of the Marketing Rule under the Advisers Act and paid a civil penalty of $325,000. The firm settled the charges without admitting or denying the SEC’s findings. Certain Advisor Representatives of Integrated may also have disciplinary actions or disclosures related to alleged violations of securities regulations, rules, or statutory provisions by federal or state regulatory agencies.

Item 10: Other Financial Industry Activities & Affiliations

Item 10 was updated to include additional detail regarding promoter relationships, compensation arrangements, pension consulting, and sub-advisory services. These disclosures clarify potential conflicts of interest and Integrated’s procedures for mitigating such conflicts. *(See Item 10 for details.)*

Clients are encouraged to review the full Brochure and contact us directly with any questions regarding these changes.

Full Brochure Availability

We may, at any time, amend this document to reflect changes in our 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 either "Integrated Advisors Network, LLC" or CRD #171991. The SEC's website also provides information about any Integrated-affiliated person registered or required to be registered as an Investment Advisor Representative of the firm. You may obtain our current brochure free of charge at www.integratedadvisorsnetwork.com, by emailing compliance@integratedadvisorsnetwork.com, calling 855-729-4222, or visiting www.adviserinfo.sec.gov.

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Item 4 – Advisory Business

Description of Firm
Ely Prudent Portfolios, LLC, is a dba of the registered entity Integrated Advisors Network LLC, hereinafter collectively referred to as "the Advisor", "Associate" or "EPP" was founded in 2007. Integrated Advisors Network, LLC ("Integrated" or "the Firm") was founded in 2015 and is an SEC registered investment adviser.

Principal Owners of Integrated Advisors Network LLC
Integrated Advisors Network, LLC is owned by TX-HI, LLC. The control persons of Integrated are Michael A. Young, President and Managing Partner, Jeffrey J. Groves, Co-Founder, and Linda M. Pix, Co-Founder & Chief Relationship Officer.

Integrated serves as a fiduciary to clients, as defined under the applicable laws and regulations. As a fiduciary, the Adviser upholds a duty of loyalty, fairness and good faith towards each client and seeks to mitigate potential conflicts of interest and avoid situations in which one client's interest may conflict with the interests of another.

Integrated's advisory services are made available to clients primarily through its investment professionals - individuals associated with the firm as Investment Adviser Representatives ("Adviser Representatives" or "IARs"). Each advisory relationship at Integrated is managed by one or more Adviser Representatives registered with the firm, who serves as the primary point of contact between Integrated and the client. Adviser Representatives collect financial profile information from clients and recommend specific advisory services or programs deemed appropriate for each client's individual situation, financial circumstances, goals and objectives.

Adviser Representatives are required by applicable rules and policies to obtain licenses and complete training to recommend specific investment products and services. Clients should be aware that their Adviser Representative may or may not recommend certain services, investments, or models depending on the licenses or training obtained; they may transact business or respond to inquiries only in the state(s) in which they are appropriately qualified. *(For more information about the investment professionals providing advisory services, clients should refer to their Adviser Representative's Form ADV 2B brochure supplement, the separate disclosure document delivered to them, along with this brochure, before or at the relationship inception. If the client did not receive these items, they should contact their Adviser Representative or Integrated's Chief Compliance Officer directly at 855.729.4222 for a copy of these essential and informative disclosure documents.)*

Integrated's relationship with each client is non-exclusive; in other words, we provide advisory services to multiple clients, with investment strategies and advice based on each client's specific financial situation.

Types of Advisory Services
Integrated is a fee-only investment management and financial planning firm; it does not sell securities on a commission basis. Integrated's Associates emphasize continuous personal client contact and interaction in providing portfolio management and financial planning services, selection of other advisers (including private fund managers), and educational seminars and workshop services.

EPP is a dba of Integrated Advisors Network LLC. All advisory services are offered through Integrated Advisors Network LLC. Guerdon Ely is an Investment Adviser Representative ("IAR") of Integrated Advisors Network, LLC.

Integrated's advisory services are designed and aimed to complement each client's specific needs, as described within its written services contracts (the "Investment Management Agreement" or "Agreement") that disclose, in substance, the scope of service, contract term, advisory fee - or formula for computing the fee, amount or manner of calculation of any pre-paid fee to be returned to the client in the event of non-performance or contract termination, and type of discretionary power granted to Integrated. Final advisory fee structures – which will range from a

percentage of assets under management, hourly charges, fixed fees (other than subscription fees), and performance fees, depending upon the service selected, are documented within the client's written Agreement.

Adviser Representatives are restricted to providing the services and fees specified within each client's contract, subject to the client's listed objectives, limitations, and restrictions. Contracts must be completed and executed to engage in Integrated's advisory services, and clients may engage the Adviser for additional services at any time. (See *Item 5: Fees & Compensation and Item 16: Investment Discretion for further details on advisory services fees and account management styles.)*

If requested by the client, services of other professionals may be recommended for implementation purposes. Other professionals, such as lawyers, accountants, insurance agents, etc., are engaged directly by the client on an as-needed basis. Clients are under no obligation to engage in any recommended professional's services. Clients wishing to engage in such services will execute a separate agreement by and between the client and their selected referred professional(s). Neither Integrated nor the Adviser is a party to the transaction and does not maintain authority to accept any client on behalf of any referred professional. Each referred party has the right to reject any Integrated client for any reason or no reason. In selecting a referred professional, the client is responsible for understanding the referred provider's separate contract. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Integrated. *(Note: If a client engages any recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.)*

Client Responsibilities
The Adviser's advisory services depend on and rely upon the information received from clients. The Adviser cannot adequately perform its obligations and fiduciary duties to the client unless the client discloses an accurate and complete representation of their financial position and investment needs, timely remits requested data or paperwork, provides updates promptly upon changes, and otherwise fulfills their responsibilities under their Agreement. Adviser Representatives will rely upon the accuracy of information furnished by the client or on their behalf without further investigation – neither the Adviser nor Integrated will be required to verify the information obtained from clients or other professional advisors, such as accountants or attorneys.

Clients will acknowledge and agree to their obligation to promptly notify the Adviser in writing if any information material to the advisory services to be provided changes, information previously provided that might affect how their account should be managed occurs, or if previously disclosed data becomes inaccurate. The client or their successor shall also promptly notify us in writing of the client's dissolution, termination, merger, or bankruptcy if the client is other than a natural person and of the occurrence of any other event that might affect the validity of their Agreement or our authority thereunder.

The Adviser reserves the right to terminate any client engagement where a client has willfully concealed or refused to provide pertinent information about details material to the advisory services to be provided or individual/financial situations when necessary and appropriate, in its judgment, provide proper financial advice.

Initial public offerings (IPOs) are not available through Integrated.

Asset Management
Asset management and supervisory services clients undergo an initial interview and discussion to outline their current financial situation, establish risk tolerance, and determine their investment objectives to create a customized investment plan for portfolio management. Multiple aspects of the client's financial affairs are reviewed, with realistic and measurable goals set based on the disclosed information and objectives to define those goals. The details of the advisory relationship and final advisory fee structure are documented within the client's written Investment Management Agreement.

If appropriate for the account type established, Adviser will also create an Investment Policy Statement ("IPS") to aid in selecting a portfolio that matches the client's circumstances. An IPS establishes reasonable expectations, objectives, and guidelines for investing the client's portfolio account assets and sets forth an investment structure detailing permitted account asset classes and allocations. Clients will be assigned to one of several risk profiles with their specific portfolio strategy based on the information gathered and the amount of assets to be managed on their behalf.

It is essential to note that an IPS creates the framework for what is intended to be a well-diversified asset mix whose goal is to generate acceptable, long-term returns at a level of risk suitable to the client. *An IPS is not a contract and is not to be construed as offering any guarantee*. An IPS is an investment philosophy summary intended to guide the client and their Advisor Representative. Clients are ultimately responsible for establishing their investment policy.

According to the client's Agreement, custody of client assets will be held by an independent and separate qualified custodian, who will take possession of the cash, securities, and other assets within the client's portfolio account. Other than the standard business practice of deducting management fees from client accounts after receiving the client's written permission and in other limited circumstances, neither Integrated nor the Adviser maintain physical custody of client funds or securities. Integrated and Adviser primarily recommend that clients maintain all investment management accounts at their preferred custodian unless the client directs otherwise. Adviser will then supervise and direct the account's investments, subject to the objectives, limitations, and restrictions listed in the client's written Agreement. *(See Item 15: Custody and Item 5: Fees & Compensation for additional details.)*

As account goals and objectives will often change over time, suggestions are made and implemented on an ongoing basis as the client and Adviser Representative review their financial situation and portfolio through regular contact and annual meetings to determine changes in their financial situation or investment objectives, confirm realistic restrictions on account management and verify if the client wishes to modify any existing restrictions reasonably. Clients should consult their Agreement for complete details. *(See "Conflicts of Interest" at the end of this section for other important information.)*

ERISA - Retirement & Employee Benefit Plan Services

As part of its investment management services, Integrated also offers ERISA - retirement and employee benefit plan services, wherein the Adviser provides investment due diligence, education, and other investment advisory services to clients with employee benefit plans or other retirement accounts for a level fee.

Under this service, Integrated or Adviser can provide investment due diligence, education, or other investment advisory services to clients with employee benefit plans or retirement accounts for a level fee. As such, the firm is considered a fiduciary under the Employee Retirement Income Security Act ("ERISA") and regulations under the Internal Revenue Code of 1986 and must abide by the Impartial Conduct Standards, as ERISA defines. To comply with the Impartial Conduct Standards, Integrated or Adviser provides advice to clients based on their best interests and charges no more than reasonable compensation (within the meaning of ERISA Section 408(b)(2) and Internal Revenue Code Section 4975(d)(2)) for such advice. The firm makes no misleading statements about investment transactions, compensation, conflicts of interest, or other matters related to investment decisions and maintains a non-variable compensation structure based on a fixed percentage of asset value or a set fee that does not vary with investment recommendations; instead of commissions or other transaction-based fees.

In connection with such accounts, effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, clients should be aware of the following:

> "When we provide investment advice regarding your retirement plan account or individual retirement account, we are fiduciaries within Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, laws governing retirement accounts. The way Integrated is

compensated creates conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interests ahead of yours. Under this special rule's provisions, we must:

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

Integrated and Adviser benefit financially from the rollover of a client's assets from a retirement account to an account we manage or provide investment advice because the assets increase our assets under management and, in turn, our advisory fees. Integrated's policy as a fiduciary is only to recommend a client rollover retirement assets if we believe it is in the client's best interest. If clients elect to roll their retirement assets to a retirement account subject to our management, they will be charged an asset-based fee as outlined in the Agreement they executed with Adviser. Clients are not contractually or otherwise under any obligation to complete a rollover. If they elect to complete a rollover, they are under no obligation to have their retirement assets managed by Integrated or Adviser.

IRA Rollover Considerations

In determining whether to make an IRA rollover to Integrated or Adviser, clients must understand the differences between accounts to decide whether a rollover is best for them. Many employers permit former employees to maintain their retirement assets in their company plans. Further, current employees can sometimes move assets from their company plan before retiring or changing jobs. There are various factors Integrated and Adviser will consider before recommending retirement plan rollovers, including but not limited to the investment options available in the plan versus the other investment options available, plan fees and expenses versus those of alternative account types, the services and responsiveness of the plan's investment professionals versus those of Adviser, required minimum distributions and age considerations, and employer stock tax consequences if any.

To the extent the following options are available, clients wishing to participate in this service should carefully consider the costs and benefits of the following:

1. Leaving the funds in the employer's/former employer's plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of the above options has advantages and disadvantages. Clients contemplating rolling over retirement funds to an IRA for us to manage are encouraged to first speak with their CPA or tax attorney.

The following are additional points for client evaluation before making any changes:

1. Determine whether the investment options in your Employer's retirement plan address your needs or whether you might wish to consider other investment types:
    - Employer retirement plans generally have a more limited investment menu than IRAs, and
    - Employer retirement plans may have unique investment options not available to the public, such as employer securities or previously closed funds.

2. Consider plan fees - your current plan may have lower fees than Adviser's fees:
    - If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your Employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
    - You should understand the various products and services you might take advantage of at an IRA provider and the potential costs.
3. Adviser's strategy may have a higher risk than your plan's option(s).
4. Your current plan may also offer financial advice.
5. If you keep your assets in a 401(k) or retirement account, you could potentially delay your required minimum distribution beyond age 73.
6. Your 401(k) may offer more liability protection than a rollover IRA; each state may vary. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have mainly been protected from creditors in bankruptcies. However, there can be some exceptions to the usual rules, so you should consult an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401(k), but not from an IRA.
8. IRA assets can be accessed at any time; however, distributions are subject to ordinary income tax and may be subject to a 10% early distribution penalty unless they qualify for an exception, such as disability, higher education expenses, or a home purchase.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire Integrated as the manager and keep the assets titled in the plan name.

General Disclosure Regarding ERISA, Retirement & Other Qualified Accounts

When establishing ERISA accounts, Integrated will have plan fiduciaries for discretionary accounts, evidence of their authority to retain Integrated's advisory services and appoint Integrated as an "investment manager" within the meaning of Section 3(38) of ERISA for those plan assets that comprise the client's account. The plan fiduciaries will confirm that the services described in Integrated's Agreement are consistent with plan documents and furnish accurate and complete copies of all documents establishing and governing the plan. They will also promptly provide us with a copy of all relevant documents, agree that their selected advisory program is consistent with those documents, and will timely notify us, in writing, of any changes to any of the plan's investment policies, guidelines, restrictions, or other plan documents about the plan's investments. If the assets in the account constitute only a part of the plan assets, the plan fiduciary will provide us with documentation of any of the plan's investment guidelines or policies that affect the account.

As ERISA requires, the client will acknowledge that neither Integrated nor Adviser has responsibility for the overall diversification of all the plan's investments and no duty, responsibility, or liability for any partial plan asset not under advisement. The compliance of any recommendation or investment Integrated's Adviser Representatives make with any such investment guidelines, policies, or restrictions shall only be determined on the date of the recommendation or purchase. The client is responsible for providing us with prompt written notice if any investments made for the account are inconsistent with such guidelines, policies, restrictions, or instructions.

Neither Integrated nor Adviser is responsible for plan administration or performing other duties not expressly outlined in the Agreement. Further, the client is responsible for obtaining and maintaining (at their own expense) any insurance or bonds they deem necessary to cover themselves and any of their affiliates, officers, directors, employees, agents or as otherwise required, in connection with Adviser's Investment Management Agreement. If ERISA or other applicable law demands bonding for the account's assets, Integrated will ensure bonding is in place to satisfy the obligation to cover the Adviser and all Associates whose inclusion is expected by law. Plan fiduciaries will promptly agree to provide appropriate documents evidencing such coverage upon request. Clients should

consult their Agreement for complete details. (See "Conflicts of Interest" at the end of this section for other important information.)

Managed Account Solutions Program Services
As part of its investment management and supervisory services, Integrated retains the ability to select, recommend and provide access, after appropriate due diligence, to independent third-party advisers from a select group of registered investment adviser managers participating in its Managed Account Solutions ("MAS") Program Services. This service allows clients to establish an account utilizing select Programs developed by third-party managers (collectively referred to as sub-advisers or the "TPMs") with whom Integrated has entered an agreement to make their services available as a co-investment adviser to advise and/or administer clients' accounts. Through these Programs, the Adviser assists the client with selecting an investment strategy and enrolling the client in a Program sponsored or managed by an unaffiliated third-party portfolio manager (the "Third-Party Manager" or "TPM"). Integrated Advisors Network, LLC ("Integrated") and the referred Program managers are separate, non-affiliated entities.

The client's account is managed pursuant to the applicable Program documents and disclosures provided by the TPM/platform provider. Clients participating in the Programs are typically required to grant discretionary investment authority to the TPM to manage the assets in accordance with the selected strategy. Clients may impose reasonable investment restrictions as permitted by the applicable Program agreement.

Clients who participate in MAS Programs are typically required to grant full discretionary investment authority to the TPM to manage those assets pursuant to the investment strategy selected by their Adviser Representative and/or client.

Utilizing Program platform tools, the client's assets will be allocated among the different options in their Program. The asset allocation and investment options appropriateness for each client will be determined based on their needs and objectives, investment time horizon, risk tolerance and other relevant factors. Specific account management, authority, and any limitations therein will be dictated by the type of Program Agreement the client enters with each TPM and their investment profile, which is then used to select a portfolio that matches their desired investment plan. The referred manager will then observe the client's arrangements in the executed Program Agreement for exact account management and implementation. The client's investor profile will determine any adjustments made.

According to the referred manager's review parameters, the TPM will review client accounts within the context of the client's stated investment objectives and guidelines and provide statements and reporting according to the Program Agreement's provisions. Because the information clients disclose in their investor profile will help determine their recommended allocation strategy, each client is responsible for promptly communicating to their TPM and Integrated all substantive changes in their financial circumstances, investment objectives, or other information considered material to the advisory relationship as they occur.

Custody of client assets will be held with the client's independent and separate qualified custodian, according to the Program Agreement, who will take possession of the cash, securities, and other assets within the client's referred account. The client's relationship with their referred manager's custodian will be governed by a separate custodial/brokerage account agreement entered directly between the client and the custodian. Outside of deducting advisory fees, Integrated will neither have access to the assets nor the income produced from the client's referred-manager custodial account or physical custody of the client's funds or securities. The client will authorize the deduction of any advisory fees due according to the Program Agreement's provisions and is responsible for all expenses billed by their custodian. Integrated is not responsible for any acts or omissions of the referred manager or custodian, any fees, charges, or other expenses related to the client's referred account, the client's payment of required brokerage or custodial charges/fees, or for ensuring custodian compliance with the terms of the client's brokerage account. *(Please refer to the TPM's Form ADV 2A, Item 15 - Custody for additional details on custodial*

practices and note that the broker-dealer/custodian does not provide investment advisory services to the Adviser or the Adviser's clients.)

Envestnet
Integrated typically recommends Envestnet Portfolio Solutions, Inc. ("EPS," CRD #109662 / SEC #801-43579) as its preferred MAS Program manager. EPS, an investment adviser registered with the SEC since 1993, provides investment advisory, management, and multi-product online technology services and products to advisers like Integrated and their end clients. EPS also serves institutional clients such as pension or profit-sharing plans, trusts, estates, and corporations and directly provides advisory and research services to firms. EPS is a wholly-owned subsidiary of its parent company, Envestnet, Inc. (NYSE trading symbol, "ENV"), a publicly held company.

EPS provides Integrated an extensive range of investment sub-advisory services for use with its clients through its Private Wealth Management programs, including Separately Managed Accounts ("SMA"), ActivePassive Portfolios, Unified Managed Accounts ("UMA"), PMC Multi-Manager Accounts ("PMC MMA") and Third-Party Fund Strategists (together, the "Programs" and individually a "Program"). Within these programs, specific investment strategies that are prefaced with "PMC" or "Sigma" designate that the investment strategy is a proprietary strategy of EPS or its affiliated investment adviser Envestnet Asset Management ("EAM"), as opposed to the third-party investment strategies also available in the SMA, UMA, MMA and Third-Party Fund Strategists programs.

EPS also makes available several services within these programs (as defined within the referred Manager's ADV 2A), including the PMC Custom Case Design Service, PMC White Label UMA Service, Strategist UMA, Private Wealth Consulting Service ("PWC"), and Manager Outsourced Consulting Services ("Manager OC Services"). EPS offers its services to Integrated as a sub-advisor to be performed on the client's account at their Advisor Representative's direction. In limited instances, EPS will work directly with the client.

In addition to the EPS sub-advisory services offered in the Programs, EPS also offers advisory service tools, whereby EPS provides only administrative and technology services and investment research and due diligence. The selection of services offered by EPS includes, but is not limited to:

- Assessment assistance of the client's investment needs and objectives.
- Investment policy planning assistance.
- Assistance in the development of an asset allocation strategy designed to meet the client's objectives.
- Recommendations on appropriate style allocations.
- Identification of appropriate managers and investment vehicles suitable for the client's goals.
- Evaluation of asset managers and investment vehicles meeting style and allocation criteria.
- Engagement of selected asset managers and investment vehicles on behalf of the client.
- Ongoing monitoring of individual asset managers' performance and management for "approved" investment strategies.
- Automated tools that assist in the review of client accounts to ensure adherence to policy guidelines and asset allocation.
- Recommendations for account rebalancing, if necessary.
- Online reporting of the client account's performance and progress.
- Fully integrated back-office support systems to advisors, including interfacing with the client's custodian, trade order placement, confirmation and statement generation.
- Access to third-party platforms and strategies through the eps platform.

Clients should refer to their TPM's current ADV 2A and Program Agreement for complete details and the Programs available for selection.

The Programs

Integrated or the Adviser will work with clients and EPS to select a MAS Program suitable for their investment needs. Clients will review the referred Manager's disclosure brochures and choose from available options. A summary of several TPM Program choices follows:

Separately Managed Accounts ("SMA") Program - The SMA Program is an actively managed or indexed investment portfolio managed by a roster of independent asset managers (each a "sub-manager") with various disciplines who have been granted discretion. A separately managed account is a portfolio of individually owned securities that can be tailored to fit the client's investing preferences. EPS will assist Integrated with identifying individual asset managers and investment vehicles corresponding to the proposed asset classes and styles, or Integrated may independently identify asset managers. EPS retains the sub-managers for portfolio management services connected with the SMA program through separate agreements between EPS and the sub-manager on appropriate terms and conditions. For many sub-managers, EPS has entered into a licensing agreement with the sub-manager, whereby EPS performs overlay management, administrative and/or trade order placement duties pursuant to the investment directions of the sub-manager. The sub-manager acts as a model provider in such a situation. Clients may also select individual Funds through the SMA program.

Third-Party Fund Strategists Program - This Program includes asset allocation strategies of various mutual fund and ETF asset managers. Each portfolio may consist solely of mutual funds or ETFs or combine both types of funds to pursue different investment strategies and asset-class exposures. Pursuant to a licensing agreement with the Model Provider, Envestnet provides overlay management of the portfolios and performs administrative and trade order placement duties according to the direction of the model provider.

UMA Program ("UMA") - For clients participating in the UMA Program, a single portfolio that accesses multiple asset managers and Funds is recommended, representing various asset classes customized by the client's Advisor Representative. Utilizing the Envestnet tools, the asset allocation models for a particular client are selected, or Envestnet's proposed asset allocations for types of investors fitting the client's profile and investment goals are chosen. Portfolios are further customized by selecting the specific underlying investment strategies or Funds in the portfolio to meet the client's needs. Once portfolio content is established, Envestnet provides overlay management services for UMA accounts and places trade orders based on the investment strategies contained in the UMA portfolio. MMA portfolios may also be offered, created and managed by third-party asset managers that access multiple asset managers and Funds representing various asset classes within the UMA program. A UMA portfolio sub-manager may also be selected within the UMA program, which customizes and manages the single portfolio by choosing the specific underlying investment strategies or Funds in the portfolio. *(See Strategist UMA below.)*

Client-Directed UMA - This is a version of the UMA whereby the Advisor does not exercise investment discretion in selecting the asset allocation or the specific, underlying investment vehicles and strategies used in each sleeve of the UMA portfolio ("client-Directed UMA"). In this Program, the client is provided with recommendations regarding the appropriate asset allocation and the underlying investment vehicles or investment strategies to meet their objectives. Still, the client directs the investments and changes made to the UMA portfolio, with ultimate responsibility for the selection of the appropriate asset allocation and the underlying investment vehicles or investment strategies. As described previously, EPS provides overlay management services for UMA accounts and places trade orders based on the directions of the investment strategies contained in the UMA portfolio.

PMC Multi-Manager Account Program ("PMC MMA") - Includes portfolios created and managed by PMC that access multiple asset managers and Funds representing various asset classes. PMC allocates the portfolios across investment asset classes, using complementary asset managers to create a blend that fits the target investment profile and risk tolerance. PMC includes Funds in the PMC MMA to complete the asset class exposure of the asset managers utilized. Because EPS does not have to share management fees with Fund families but does share management fees with third-party Model Providers, EPS has an economic incentive to choose Funds rather than third-party strategist portfolios within the PMC MMA.

Strategist UMA Program ("Strategist UMA") - Portfolios created and managed by third-party investment strategists that access multiple asset managers and Funds representing various asset classes. The third-party

investment strategist allocates the portfolios across investment asset classes, using complementary asset managers to create a blend that fits the target investment profile and risk tolerance.

Manager OC Services Program - MMA portfolios are created and managed by third-party investment strategists that access multiple asset managers and Funds representing various asset classes. The third-party investment strategists allocate the portfolios across investment asset classes and complementary asset managers to create a blend that fits the target investment profile and risk tolerance, while the Advisor has full discretion over investments. The third-party investment strategists include Funds in the Manager OC Services to complete the asset class exposure of the asset managers utilized.

Other customized portfolio management programs are also available.

In selecting a referred third-party manager, the client is responsible for understanding the TPM's Program Agreement, Programs, and fee agreement they are executing with the referred manager. Clients should consult the referred manager's prospectus and related disclosure documentation for precise details concerning the fees they may pay, important manager disclosures, account discretion and custody practices, account investments and risks and Program investment limitations. In short, clients should review all applicable disclosure brochures before participating in any TPM Program.

Integrated and/or Adviser receives compensation from third-party advisers when we recommend you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the TPM. Clients are not obligated to use the services of any referred advisor we recommend, contractually or otherwise. We do not have any other business relationships with the recommended TPMs. *(See "Conflicts of Interest" at the end of this section for other important information.)*

Integrated and/or Adviser can allocate assets among private funds, including funds of funds, managed by third parties. With respect to funds of funds, Integrated recommends funds on an alternative investment platform that manages feeder funds that invest in private offerings managed by third parties. All relevant information, terms and conditions relative to private funds, including the investment objectives and strategies, minimum investments, liquidity terms, qualification requirements, suitability, fund expenses, risk factors, and potential conflicts of interest, are set forth in the offering documents that each investor is required to receive and/or execute prior to being accepted as an investor in a fund. Neither Integrated nor the Adviser invest clients in private funds without prior approval from the client, and the client must complete the subscription documents.

Financial Planning

EPP through Integrated will typically provide a variety of financial planning services to individuals, families and other clients regarding the management of their financial resources based upon an analysis of client's current situation, goals, and objectives. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for clients based on the client's financial goals and objectives. This planning or consulting may encompass one or more of the following areas: investment planning, retirement planning, estate planning and charitable planning, education planning, and business planning.

The plan developed for financial consultation rendered to the client will usually include general recommendations for a course of activity or specific actions to be taken by the client(s). For example, recommendations may be made that the clients begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. EPP may also refer clients to an accountant, attorney or other specialist. For planning engagements, Adviser will provide a summary of the client's financial situation, observations, and recommendations. For consulting engagements, the Adviser may or may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

There is an inherent conflict of interest for EPP whenever a financial plan recommends use of professional investment management services or the purchase of insurance products or other financial products or services. EPP or its associated persons may receive compensation for financial planning and the provision of investment management services and/or the sale of insurance and other products and services. Neither Adviser nor Integrated make any representation that these products and services are offered at the lowest available cost, and the client may be able to obtain the same products or services at a lower cost from other providers. However, the client is under no obligation to accept any of the recommendations of Adviser or use the services of EPP

Hourly & Fixed Fee Consulting Services
Adviser provides consulting hourly and fixed-fee consulting services, on investment and non-investment-related matters, on a separate fee basis, available for clients who need advice on a limited scope of work. After completion of a Consulting Services Agreement, the services generally include receiving a written financial plan consistent with the client's financial status, investment objectives, and tax status, which may include any combination of the following: lifestyle objectives, retirement or significant purchase planning, life and disability insurance requirements, long-term care needs, and estate planning issues.

If requested by the client, Adviser may recommend the services of other professionals for implementation purposes. As with all recommendations, the client is not obligated to engage any recommended professional's services or act upon any recommendation provided. The client retains absolute discretion over all such implementation decisions and is free to accept or reject Integrated's recommendation regarding this or any other Integrated advisory services in which they engage. This type of service also does not constitute an agreement for client management or advisory services. The client is responsible for determining whether to implement any recommendations by the Adviser Representative and placing any resulting transactions.

After engagement completion, Integrated and the Adviser Representative do not provide ongoing consulting or management services or have discretionary authority for the client's assets. Clients should consult their Consulting Services Agreement for complete details. (See “Conflicts of Interest” at the end of this section for other important information.)

Conflicts of Interest
Please note that Integrated and/or Adviser has an inherent conflict of interest in offering and providing the above advisory services, giving the Adviser an incentive to recommend clients use advisory or third-party referred manager services based on the compensation received by the Adviser rather than client needs. Integrated and Adviser mitigates this conflict by placing client interests first, always. While clients can purchase recommended investment products through Integrated or other brokers or agents not affiliated with the Firm, they are not obligated to act upon the Adviser's recommendations. Further, if they act on any recommendations received, they are under no obligation to affect the transaction through Integrated, its Adviser Representatives, Associates, or any other third party. Clients may act on the firm's recommendations by placing securities transactions with any brokerage firm or third party.

Clients are not obligated to act upon any recommendations or purchase any additional products or services offered. If they elect to act on any recommendation received, they are not obligated to place the transaction through Integrated or any recommended third party. The client may act on recommendations by placing their business and securities transactions with any brokerage firm or third party. Integrated does not represent that the products or services offered are at the lowest available cost - clients may be able to obtain the same or similar products or services at a lower price from other providers. Additional details of how Integrated mitigates conflicts of interest can be found in Integrated’s comprehensive written compliance supervisory policies and procedures and Code of Ethics. Integrated's Code is available for review free of charge to any client or prospective client upon request.

Types of Investments
Adviser will generally provide investment and portfolio asset allocation advice and management on the following investment types:

- Cash, cash equivalents, and money market funds
- Corporate and/or municipal debt securities
- Digital Assets / Bitcoin
- Equities *(stocks)*
- Exchange-traded funds *("ETFs")*
- Investment company securities – including mutual fund shares *(no-load/ low-load),* variable life insurance, and variable annuities
- Options contracts (including limited use for hedging or income strategies, where appropriate)
- U.S. government securities
- Warrants

Although Adviser provides advice predominantly on the products listed above, the Adviser reserves the right to offer advice on any investment product deemed suitable for a client's specific circumstances, tailored needs, individual goals, and objectives.

Integrated and Adviser avoid market timing but will increase cash holdings when necessary. While we primarily advise on the items listed above, we may offer advice on various investments based on your stated goals and objectives. We may also advise on any investment held in your portfolio at the inception of our advisory relationship. Adviser reserves the right to offer advice on any investment product deemed suitable for a client's specific circumstances, needs, individual goals, and objectives. We will also use other securities to help diversify a portfolio when appropriate.

As a fiduciary, an investment adviser is expected to provide investment advice in the client's best interest. When recommending investments in mutual funds, it is Integrated's and Advisers' policy to consider all available share classes and to select the most appropriate share classes based on various factors, including but not limited to minimum investment requirements, trading restrictions, internal expense structure, transaction charges, availability, and other factors. Institutional share class mutual funds typically cost less than other share classes. Generally, they do not have an associated 12b-1 fee, leading to a lower overall expense ratio than other class shares of the same mutual fund. Therefore, in most cases, it will be in the client's best interest to recommend or purchase share classes with the lowest cost, typically, an institutional share class.

Client Tailored Services
Integrated offers all its clients the same suite of tailored services as described herein. However, some clients will require only limited services due to the nature of their investments. Limited services are discounted at the Adviser's discretion, as detailed herein and defined in each client's written Agreement.

Client-Imposed Restrictions
Investment management and supervisory services clients who engage Integrated on a discretionary basis may, at any time, impose restrictions, in writing, on the Adviser's discretionary authority. Clients may restrict investing in particular securities or security types according to their preferences, values, or beliefs. They may also amend/change such limitations by providing written instructions.

Reasonable efforts are used to comply with client investment guidelines by standard industry practices.

Upon receiving a client's written restrictions, Adviser will discuss the restriction request's feasibility to ensure expectations are met and confirm the client's acknowledgment and understanding of the imposed restriction's possible outcomes.

In imposing restrictions, it is essential to note that such conditions can affect a client's account performance and result in variations from a similarly managed account without restrictions. Client-imposed account restrictions and variations could result in positive or negative performance differences for their portfolio compared to the investment program's performance composite. Investment structures recommended can also prevent controlling a client's specific outcome.

Neither Integrated nor Adviser is obligated regardless of the advisory service provided to make any investment or enter into any transaction it believes in good faith would violate any federal or state law or regulation. If client-imposed restrictions prevent a client's account's proper servicing or require substantial deviations from recommendations, Integrated and/or Adviser reserves the right to end the client relationship.

Third-party management services clients may impose restrictions on their TPM Program Accounts according to the referred manager's Program Agreement.

WRAP Program

As part of its services, Integrated and certain of its independent investment professional DBA entities offering their advisory services through Integrated will provide investment and portfolio management services via a Wrap Fee Program. A Wrap Fee Program, a transaction fee rebate program, differs from a regular advisory services account in that clients receive both investment advisory management services and the execution of securities brokerage transactions, custody, reporting, and related services for a specified, bundled asset-based fee (the "Program Fee" or "Wrap Fee" - a single fee that covers both advisory services and certain transaction costs). Assets in the Wrap Fee Program are regularly monitored, and investment strategy purchase and sale transactions are based on the client's specific needs and investment goals.

Before participating in the Wrap Fee Program, clients will be required to enter into a separate written Wrap Fee Program Agreement with Integrated that sets forth the terms and conditions of the engagement, describes the scope of services to be provided, and the fees to be paid. The annual wrap fee for participation depends upon the market value of the client assets under our management. Clients will invest by establishing one or more accounts (the "managed accounts" or "accounts"), each of which is reviewed for qualification and suitability. Appropriateness will be determined based solely on the Program's cost-effectiveness to the client.

The SEC rules require that a Wrap Fee Program brochure be given to the client before entering into this program contract. Please see our ADV Part 2A Appendix 1 Brochure for more information on this service and each independent advisory entity's Form ADV Part 2A - Appendix I Wrap Fee Brochure, as applicable, for additional important information about the Wrap Fee Program services they offer, including any associated fees and charges.

Assignment of Investment Management Agreements

Our investment advisory agreements generally may not be assigned without the prior written consent of the client, as required under applicable federal and/or state securities laws. An "assignment" may include a direct or indirect transfer of our advisory contract, including a change in control of the Firm.

In the event of an assignment, clients will be notified in advance and asked to provide consent to the assignment of their advisory agreement. If client consent is not obtained, the advisory agreement would terminate in accordance with its terms.

In certain circumstances, where permitted by applicable law, client consent to an assignment may be obtained through negative consent, meaning the client's consent is presumed if the client does not object within a specified time period after receiving written notice. Clients will always be informed of their right to object or terminate the advisory relationship.

Assets Under Management
As of December 31, 2025, Integrated Advisors Network collectively managed approximately $5,522,561,843. The following represents client assets under management by account type:

Account Type	Assets Under Management
Discretionary	$5,286,824,594
Non-Discretionary	$235,737,249
Total	$5,522,561,843

Item 5 – Fees and Compensation

Under the Investment Advisers Act of 1940's "Brochure Rule," investment advisers must provide a written disclosure statement to their clients. A copy of EPP's Form ADV Part 2A Brochure, the applicable Advisor Representative's Part 2B Brochure Supplement, and Form CRS (ADV Part 3) will be provided to clients before or during client Agreement execution.

Unless clients receive these important disclosure documents at least 48 hours before signing their Investment Management Agreement, they may terminate their Agreement with Integrated within five (5) business days of Agreement execution without incurring any advisory fees.

(Note: Advisers offering impersonal investment advice paid less than $500 per year do not have to adhere to the client Brochure Rule.)

Regardless of fee negotiation availability, a client will not be required to pre-pay an Integrated advisory fee more than six months in advance in excess of $1,200.

Investment Management
The Advisor bases its range of fees as a percentage of assets under management. Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party. Fees are collected in arrears. The investment management fees are negotiable at the sole discretion of the Advisor and fees for comparable services may be available from other sources. The Advisor's fee can range from .60% to 1.0% depending upon the underlying factors of each portfolio.

Investment Management Fees			
Incremental Account Value From	**Incremental Account Value To**	**Quarter Percentage Fee**	**Annualized Percentage Fee**
$ 0.00	$ 1,000,000	0.25%	1.00%
$ 1,000,000	$ 5,000,000	0.1500%	0.600%
>$ 5,000,000	----	0.0625%	0.250%

ERISA Fee Guideline			
Incremental Account Value From	**Incremental Account Value To**	**Quarter Percentage Fee**	**Annualized Percentage Fee**
$ 0.00	$ 1,000,000	0.3125%	1.25%
$ 1,000,000	$ 10,000,000	0.2500%	1.00%
$ 10,000,000	$ 20,000,000	0.1875%	0.750%
> $20,000,000		negotiable	

Financial Planning /Tangible Property Fees
The Financial Planning fee will be determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a contract with any client. As our fee is based on each client's personal situation, complexity of the service, and time commitment required, we will provide an estimate of the total fee at the start of the advisory relationship.

Financial planning fees are negotiable but generally fees are charged at the rate of $200 to $300 an hour or for a fixed fee that generally ranges from $1,000 to $25,000. The Advisor may also provide general non- securities advice on topics that may include tax and budgetary planning, estate planning and business planning. This is considered an integral part of the financial planning process and does not generate a separate fee. On occasion, the Advisor may enter into an agreement to offer financial consultation at a similar hourly rate as the financial planning rate.

Fee Billing
Investment management fees will be billed quarterly in arrears. Account values are based upon pricing information supplied by the client's third-party qualified custodians, where their accounts are held. Fees are deducted from the client account to facilitate billing as authorized by the investment management agreement.

Payment for management fees will be made by the qualified custodian holding the client's funds and securities. Integrated will calculate the advisory fees due based on the client's Agreement. The account custodian does not verify the accuracy of Integrated's advisory fee calculation. Upon receiving Integrated's instructions, the qualified custodian will automatically deduct and pay Integrated from the client's account the fee amount due at the quarter's end, regardless of the portfolio's market performance during the preceding quarter. *(Please note that when authorized by the client to debit advisory fees from client accounts, Integrated is deemed to have custody of client assets to the extent the adviser is permitted to instruct custodians to deduct advisory fees due.)*

Integrated will direct the client's custodian to deliver to the client at their account address of record - or another authorized address, as otherwise designated by the client in writing - a statement reflecting the fee amounts paid to Integrated for the quarter in question. Clients who do not receive statements directly from their custodian should promptly contact their custodian and Integrated to advise them of the missing items.

Integrated urges clients to review any custodial account statements received upon receipt and compare them against the appropriate benchmark for their portfolio and any periodic portfolio report or data they may receive from us to ensure the accuracy of account transactions. Information from us may vary based on accounting procedures, reporting dates, or valuation methodologies.

Integrated Fee Disclosure
The clients of EPP will not pay and will not be affected by the fees of other IARs at Integrated. The following is for disclosure purposes only.

Investment Adviser Representatives of Integrated have fees that may vary from the fees disclosed herein and may be collected in arrears or in advance. These fee schedules are specific to each advisory group of Integrated. See the individual brochure for each advisory group for specific details. EPP's fees may be higher or lower than other advisory groups at Integrated and there is no representation that EPP fees are the lowest available for similar services.

Other Fees
The client will likely incur additional fees from brokerages, custodians, administrators, and other service providers as appropriate. These fees are incurred as a result of managing a client account and are charged by the service provider. The amount and nature of these fees is based on the service provider's fee schedule(s) at the provider's sole discretion. These fees are separate and distinct from any fees charged by the Adviser.

The Adviser's services are charged on a fee only basis, and no associated persons shall earn compensation based on a securities transaction (i.e. commission) including asset-based sales charges or service fees from the sale of mutual funds. The Adviser or the sub-advisers selected by the Adviser may include mutual funds, variable annuity products, ETFs, and other managed products or partnerships in clients' portfolios. Clients may be charged for the services by the providers/managers of these products in addition to the management fee paid to the Adviser.

The Adviser, from time to time, may select or recommend to separately managed clients the purchase of proprietary investment products. To the extent the client's separately managed portfolio includes such proprietary products the Adviser will adjust the client's fee associated with the client's separately managed account. The fees and expenses charged by the product providers are separate and distinct from the management fee charged by the Adviser. These fees and expenses are described in each mutual fund's or underlying annuity fund's prospectus or in the offering memorandums of a partnership. These fees will generally include a management fee, other fund expenses and a possible distribution fee. No-load or load waived mutual funds may be used in client portfolios so there would be no initial or deferred sales charges; however, if a fund that imposes sales charges is selected, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund or variable annuity or investment partnership directly, without the services of the Adviser. Accordingly, the client should review both the fees charged by the funds and the applicable program fee charged by the Adviser to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

If it is determined that a client portfolio shall contain corporate debt or other types of over-the-counter securities, the client may pay a mark-up or mark-down or a "spread" to the broker or dealer on the other side of the transaction that is built into the purchase price of the security.

Bundled Fee Arrangement
Certain IARs affiliated with Integrated may choose to bill client fees using a bundled fee arrangement. This structure combines investment advisory services with certain brokerage execution, custody, reporting, and related services for a single, asset-based fee. While this arrangement is sometimes referred to as "wrap" style for convenience, it does not meet the SEC definition of a Wrap Fee Program.

Under this arrangement, assets are regularly monitored, and investment decisions are based on each client's specific needs and objectives. Clients participating in a bundled fee arrangement will enter into a written agreement that outlines the terms of engagement, the scope of services, and the applicable fees. The annual fee depends on the market value of assets under management, and suitability is determined based on the cost-effectiveness of the arrangement for the client.

Because this is not a true Wrap Fee Program, clients will not receive a Wrap Fee Program Brochure unless required by regulation. For more details about the Bundled Fee payments and the services offered, please refer to this Brochure and, where applicable, the Form ADV Part 2A of each independent advisory entity for additional important information, including fees and charges. (See Item 5: Fees & Compensation for further details.)

Termination of Agreements
A client may terminate any of the previously mentioned agreements at any time by notifying the Adviser in writing. Clients shall be charged pro rata for services provided through to the date of termination. If the client made an advance payment, Integrated will refund any unearned portion of the advance payment.

The Adviser may terminate any of the previously mentioned agreements at any time by notifying the client in writing. If the client made an advance payment, Integrated will refund any unearned portion of the advance payment.

The Adviser reserves the right to terminate any engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in the Adviser's judgment, to providing proper financial advice.

Conflict of Interest Between Different Fee Structures
The Adviser offers several different services detailed in this brochure that compensate the Adviser differently depending on the service selected. There is a conflict of interest for the Adviser and its associated personnel to recommend the services that offer a higher level of compensation to the Adviser through either higher management fees or reduced administrative expenses. The Adviser mitigates this conflict through its procedures to review client accounts relative to the client or investor's personal financial situation to ensure the investment management service provided is appropriate. Further, the Adviser is committed to its obligation to ensure associated persons adhere to Integrated's Code of Ethics and to ensure that the Adviser and its associated persons fulfill their fiduciary duty to clients or investors.

Item 6 – Performance Fees

Performance-based fees are advisory fees calculated based on a client's account's share of capital gains or capital appreciation, rather than on the value of assets under management.

Side-by-side management refers to the practice of an investment adviser managing accounts that pay performance-based fees alongside accounts that do not pay such fees. This arrangement can create potential conflicts of interest, such as preferential treatment in trade allocation or investment opportunities.

Adviser charges advisory fees based on a percentage of assets under management and does not assess performance-based fees at the firm level. However, certain IARs may offer advisory services that include performance-based fees, as disclosed in those entities' Form ADV documents. When an Adviser Representative manages both performance-fee accounts and asset-based accounts ("side-by-side management"), potential conflicts of interest may arise, including trade allocation bias, time and attention bias, and risk-taking incentives, among others. Integrated supervises such arrangements and implements policies and procedures designed to mitigate these conflicts, including fair and equitable trade allocation, periodic reviews, and adherence to our Code of Ethics and fiduciary obligations.

Item 7 – Types of Clients

Description
The Adviser provides services to institutions, individuals, high net worth individuals, pension and profit- sharing plans, trusts, estates or charitable organizations, and corporations or other business entities directly. client relationships vary in scope and length of service.

Account Minimums
To open and maintain a portfolio management account, the Adviser generally requires that the client represents and warrants that the value of their account initially is at least $50,000. At the Adviser's discretion, we may accept clients with smaller accounts. Pre-existing advisory clients are subject to Ely Prudent Portfolios, LLC's minimum

account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our Firm's minimum account requirements will differ among clients. Other advisory groups of Integrated have minimums that are higher or lower or may not have any minimum size account.

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

Adviser provides customized investment recommendations based on each client's specific circumstances and investment objectives, as stated by the client during consultations. The information clients supply will become the basis for a strategic asset allocation plan to meet best the client's expressed personal short and long-term financial goals and objectives.

Portfolio investment advice also considers client income needs, time horizon, risk tolerance, expected rates of return, and asset class preferences, among other factors. Reviews may include, but are not limited to, cash flow and liquidity requirements details, tax considerations, estate planning, risk management, and other items significant to the client's financial situation. Existing investments will typically also be evaluated to determine whether they harmonize with the client's financial objectives. In all cases, the client's Adviser Representative will rely upon the accuracy of data furnished by the client or on their behalf without further investigation and is not required to confirm the information obtained from clients or their other professional advisors.

Methods of Analysis
We may use one or more of the following methods of analysis

Charting Analysis - involves the gathering and processing price and volume pattern information for a particular security, sector, broad index or commodity. This price and volume pattern information is analyzed. The resulting pattern and correlation data detect departures from expected performance and diversification and predict future price movements and trends. **Risk:** Our charting analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security, and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Cyclical Analysis - a technical analysis involving evaluating recurring price patterns and trends. Economic/business cycles may not be predictable and fluctuate between long-term expansions and contractions. **Risk:** The lengths of economic cycles may be difficult to predict with accuracy, and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and, consequently, the changing value of securities that would be affected by these changing trends.

ESG Criteria **- a**n additional level of scrutiny is added to the Environmental, Social, and Governance ("ESG") criteria. Investments are typically screened using ESG criteria through reputable sources (i.e., examples can include Morningstar, Bloomberg Sustain, YCharts, FactSet, etc.). The purpose is to seek additional risk management and long-term value by investing in companies that positively impact the world and avoid companies that don't take responsibility and care of all stakeholders, including shareholders, communities, the environment, and the supply chain. ESG screening has risks, including that it may not encompass all environmental, social or governance issues and that such an approach may not lead to greater portfolio performance.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the actual value of the company's stock compared to the current market value. **Risk:** The risk of fundamental analysis is that information obtained may be incorrect, and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

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

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long time, generally greater than one year. Risk: Using a long-term purchase strategy generally assumes the financial markets will go up in the long term, which may not be the case. There is also the risk that the segment of the market you are invested in, or perhaps just your particular investment, will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short term in other investments.
Modern Portfolio Theory - a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk or equivalently minimize risk for a given level of expected return by carefully diversifying the proportions of various assets. Risk: Market risk is that part of a security's risk common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.
Option Writing - a securities transaction that involves selling an option. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell a particular security at a specified price on or before the option's expiration date. When an investor sells a call option, they must deliver a specified number of shares to the buyer if the buyer exercises the option. When an investor sells a put option, they must pay the strike price per share if the buyer exercises the option and will receive the specified number of shares. The option writer/seller receives a premium (the option's market price at a particular time) in exchange for writing the option. Risk: Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.
Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period, generally less than one year, to take advantage of the securities' short-term price fluctuations. Risk: Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short term, which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. Many factors can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a more negligible impact over extended periods.
Trading - we may use frequent trading (generally selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s). Frequent trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and risk tolerance. This may include buying and selling securities frequently to capture significant market gains and avoid significant losses. Risk: When a frequent trading policy is in effect, there is a risk that investment performance within your account may be negatively affected, mainly through increased brokerage and other transactional costs and taxes.

Our investment strategies and advice may vary depending on each client's financial situation. As such, we determine investments and allocations based on your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs, and other suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. It is essential that you notify us immediately with respect to any material changes to your financial circumstances, including, for example, a change in your current or expected income level, tax circumstances, or employment status.

While Adviser may provide advice on any investment held in a client's portfolio at the inception of the advisory relationship and explore other investment options at the client's request, they reserve the right to advise clients on any other type of investment deemed suitable based on the client's stated goals and objectives.

When balancing portfolios, Adviser will consider only the account’s managed assets, not other investments the client may hold elsewhere.

Practices Regarding Cash Balances In Client Accounts
Client cash balances are usually invested in FDIC-insured deposit accounts, money market funds, or FDIC-insured certificates of deposit. In most cases, at least a partial cash balance will be maintained to allow for the debit of advisory fees or anticipated cash distributions to clients. Integrated will manage client account cash balances based on the yield and the financial soundness of money markets and other short-term instruments. *(Note: Investment products are usually not FDIC insured, insured by any federal government agency, a deposit, other obligation, or guaranteed by the Adviser.)*

Tax Considerations
Our strategies and investments may have unique and significant tax implications. However, unless expressly agreed otherwise in writing, tax efficiency will not be our primary consideration in managing your assets. Regardless of account size or other factors, we strongly recommend that clients consult with a tax professional regarding investing their assets.

Custodians and broker-dealers must report the cost basis of equities acquired in client accounts. Custodians will typically default to the First-In-First-Out ("FIFO") accounting method for calculating your investments' cost basis. Clients are responsible for contacting their tax advisor to determine if this accounting method is the right choice for them. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately, and we will alert the account custodian of your individually selected accounting method. Please note that all decisions regarding cost basis accounting are required before trade settlement, as the cost-basis method cannot be changed after settlement.

Risks of Loss & Other Types of Risk
Clients should remember that investing in securities involves a risk of loss that they should be prepared to bear, and past performance does not indicate future results. Over time, assets will fluctuate and be worth more or less than the initial invested amount. Depending on the investment type, differing risk levels will exist. Integrated cannot guarantee or promise that a client's financial goals and objectives will be met. When evaluating risk, financial loss may be viewed differently by each client and may depend on many distinct risks, each of which may affect the probability and magnitude of potential losses.

Neither Integrated nor the Adviser represent or guarantee that any services provided or analysis methods can or will predict future results, successfully identify market tops or bottoms, or insulate investors from losses due to market corrections or declines. Certain assumptions may be made regarding interest and inflation rates, past trends, and the performance of the market and economy. There is no guarantee of client account future performance or any level of performance, the success of any investment decision or strategy used, overall account management, or that any investment mix or projected or actual performance shown will lead to expected results or perform in any predictable manner.

Past performance is in no way an indication of future results, and the investment decisions made for client accounts are subject to various market, currency, economic, political, and business risks and will not always be profitable, and no investment strategy can guarantee a profit or protect against loss during declining values. Further, the outcome(s) described, and any strategy or investments discussed may not suit all investors.

Neither Integrated nor the Adviser are engaged in law and do not provide legal or tax advice, accounting, or bookkeeping services. When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of potential losses. There can be no assurance that advisory services will result in any particular result, tax, or legal consequence.

The following risks, which are not all-inclusive, are provided for careful consideration by a prospective client before retaining our services:

(Note: Items are presented alphabetically for ease of reading, not in order of importance.)

Bank Obligations - including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are affected by interest rates and may be adversely affected by downturns in the US and foreign economies or banking regulation changes.

Bonds - *c*orporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on the financial health of the issuer, the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" before maturity. When a bond is called, it may be impossible to replace it with a bond of equal character paying the same rate of return.

Bond Funds - have higher risks than money market funds, primarily because they typically pursue strategies to produce higher yields. Unlike money market funds, the SEC's rules do not restrict bond funds to high-quality or short-term investments. Because there are many different bonds, these funds can vary dramatically in their risks and rewards. Some risks associated with bond funds include credit, interest rate, and prepayment risks.

Business Risk - is the risks associated with a specific industry or company.

Certificates of Deposit Risk - certificates of deposit ("CDs") are generally a safe type of investment since they are insured by the Federal Deposit Insurance Company ("FDIC") up to a certain amount. However, because the returns are generally low, there is a risk that inflation outpaces the CD's return. Certain CDs are traded in the marketplace and not purchased directly from a banking institution. In addition to trading risk, the FDIC does not cover the price when CDs are purchased at a premium.

Competition Risk - the securities industry and advisers' varied strategies and techniques are incredibly competitive. Advisory firms, including many larger securities and investment banking firms, may have more significant financial resources and research staff than this firm.

Conflicts of Interest - advisers face inherent conflicts when administering client portfolios and financial reporting. They mitigate these conflicts through comprehensive written supervisory compliance policies and procedures and COE, which provides that the client's interest is always held above that of Integrated and its Associates.

Corporate Bond Risk - corporate bonds are debt securities to borrow money. Issuers pay investors periodic interest and repay the amount borrowed periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest but are priced at a discount from their face values, and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the higher its interest rate risk.

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

Currency/Exchange Risk - overseas investments are subject to fluctuations in the dollar's value against the investment's originating country's currency.

Diversification Risk - a portfolio may not be widely diversified among sectors, industries, geographic areas, or security types or may not necessarily be diversified among many issuers. These portfolios might be subject to more rapid change in value than would be the case if the investment vehicles were required to maintain a broad diversification among companies or industry groups.

Equity Investment Risk - generally refers to buying shares of stocks by an individual or firm in return for receiving a future payment of dividends and capital gains if the stock's value increases. An inherent risk is involved when purchasing a stock that may decrease value; the investment may incur a loss.

Financial Risk - is the possibility that shareholders will lose money when they invest in a company with debt if its cash flow proves inadequate to meet its financial obligations. When a company uses debt financing, its creditors will be repaid before its shareholders should the company become insolvent. Financial risk also refers to the possibility of a corporation or government defaulting on its bonds, which would cause those bondholders to lose money.

Fixed Income Call Option Risk - including agency, corporate and municipal bonds and all mortgage-backed securities, contain a provision that allows the issuer to "call" all or part of the issue before the bond's maturity date. The issuer usually retains this right to refinance the bond in the future if market interest rates decline below the coupon rate. There are disadvantages to the call provision: the cash flow pattern of a callable bond is not known with certainty because the issuer will call the bonds when interest rates have dropped. There is exposure to reinvestment rate risk - investors will have to reinvest the proceeds received when the bond is called at lower interest rates. The capital appreciation potential of a bond will be reduced because the price of a callable bond may not rise much above the price at which the issuer may call the bond.

Foreign/Non-U.S. Investments - from time to time, advisers may invest and trade a portion of client portfolios in non-U.S. securities and other assets (through ADRs and otherwise), which will give rise to risks relating to political, social, and economic developments abroad, as well as risks resulting from the differences between the regulations to which US and foreign issuers and markets are subject. Such risks may include political or social instability, the seizure by foreign governments of company assets, acts of war or terrorism, withholding taxes on dividends and interest, high or confiscatory tax levels, limitations on the use or transfer of portfolio assets, enforcing legal rights in some foreign countries is difficult, costly, and slow, and there are sometimes unique problems enforcing claims against foreign governments, and foreign securities and other assets often trade in currencies other than the US dollar. Advisers may directly hold foreign currencies and purchase and sell foreign currencies through forward exchange contracts. Changes in currency exchange rates will affect an investment's net asset value, the value of dividends and interest earned, and gains and losses realized on the sale of investments. An increase in the strength of the US dollar relative to these other currencies may cause the value of an investment to decline. Some foreign currencies are particularly volatile. Foreign governments may intervene in the currency markets, causing a decline in the value or liquidity of an investor's foreign currency holdings. If an investor enters forward foreign currency exchange contracts for hedging purposes, it may lose the benefits of advantageous changes in exchange rates. On the other hand, if an investor enters forward contracts to increase return, it may sustain losses. Non-U.S. securities, commodities, and other markets may be less liquid, more volatile, and less closely supervised by the government than in the United States. Foreign countries often lack uniform accounting, auditing, and financial reporting standards, and there may be less public information about issuers' operations in such markets.

Hedging Transaction Risk - investments in financial instruments such as forward contracts, options, commodities and interest rate swaps, caps and floors, other derivatives, and other investment techniques are commonly utilized by investment funds to hedge against fluctuations in the relative values of their portfolio positions because of changes in currency exchange rates, interest rates, and the equity markets or sectors thereof. Any hedging against a decline in portfolio positions' value does not eliminate fluctuations in portfolio positions' values or prevent losses if such positions decline but establishes other positions designed to gain from those same developments, thus moderating the portfolio positions' decline value. Such hedging transactions also limit the opportunity for gain if the portfolio positions' value increases.

Horizon & Longevity Risk - The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments you were expecting to hold for the long term. You may lose money if you must sell when the markets are down. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for retired people or those nearing retirement.

Inflation & Interest Rate Risk - *S*ecurity prices and portfolio returns will likely vary in response to inflation and interest rate changes. Inflation causes the value of future dollars to be worth less and may reduce the

purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many fixed-income investments to decline.

Investment Activities - investment activities involve a significant degree of risk. The performance of any investment is subject to numerous factors that are neither within the control of nor predictable by Integrated. As further detailed within this section, decisions made for client accounts are subject to various market, currency, competitive, economic, political, technological, and business risks, and a wide range of other conditions - including pandemics or acts of terrorism or war, which may affect investments in general or specific industries or companies. The securities markets may be volatile, and market conditions may move unpredictably or behave outside the range of expectations, adversely affecting a client's ability to realize profits or resulting in material loss. Client and Integrated investment decisions will not always be profitable.

Lack of Registration Risk - funds, private placements, or LP interests have neither been registered under the Securities Act, securities, or "blue sky" laws of any state and, therefore, are subject to transfer restrictions and legislative changes or court rulings may impact the value of investments or the securities' claim on the issuer's assets and finances.

Leverage Risk - leverage requires the pledging of assets as collateral, and margin calls or changes in margin requirements could result in the need to pledge additional collateral or liquidate account holdings, requiring the account to close positions at substantial losses not otherwise be realized. There can be an increase in the risk of loss and volatility for accounts that use leverage by engaging in short sales, entering swaps and other derivatives contracts, or different leveraging strategies.

Limited Partnerships Risk - a limited partnership is a financial affiliation with at least one general partner and several limited partners. The partnership invests in a venture, such as real estate development or oil exploration, for financial gain. The general partner runs the business and has management authority and unlimited liability. And, in the event of bankruptcy, it is responsible for all debts not paid or discharged. The limited partners have no management authority, and their liability is limited to the amount of their capital commitment. Profits are divided between general and limited partners according to an arrangement formed at the creation of the partnership. The range of risks depends on the nature of the partnership and is disclosed in the offering documents if privately placed. Publicly traded limited partnerships have similar risk attributes to equities. However, like privately placed limited partnerships, their tax treatment differs from the equities' tax regime. Investors should consult with their tax adviser regarding their tax treatment.

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

Long-Term Trading Risk - long-term trading is designed to capture return and risk market rates. Due to its nature, the long-term investment strategy can expose clients to risks that typically surface at multiple intervals when they own the investments. These risks include but are not limited to inflation (purchasing power) risk, interest-rate risk, economic risk, market risk, and political/regulatory risk.

Managed Futures Funds Risk - a managed futures mutual fund invests in other funds. The underlying funds will typically employ various actively managed futures strategies that will trade various derivative instruments, including (i) options, (ii) futures, (iii) forwards, or (iv) spot contracts, each of which may be tied to (i) commodities, (ii) financial indices and instruments, (iii) foreign currencies, or (iv) equity indices. Managed futures strategies involve substantial risks that differ from traditional mutual funds. Each underlying fund is subject to specific risks, depending on the fund's nature. These risks include liquidity, sector, foreign currency, fixed-income securities, commodities, and other derivatives. Investing in underlying funds could affect the timing, amount, and character of distributions to you and, therefore, increase the amount of taxes you pay. Each underlying fund is subject to investment advisory and other expenses, including potential performance fees. An investor's cost of investing in a managed futures fund will be higher than investing directly in underlying funds and may be higher than other mutual funds that invest directly in stocks and bonds. Investors will indirectly bear fees and expenses charged by the

underlying funds and the fund's direct fees and expenses. Each underlying fund will operate independently and pay management and performance-based fees to each manager. The underlying funds will pay various management fees from assets and performance fees of each underlying fund's returns. There could be periods when fees are paid to one or more underlying fund managers even though the fund has lost the period.

Margin Risk - securities purchased on margin in a client's account are a firm's collateral for a client's loan. If the account securities decline in value, so does the value of the collateral supporting loan, and, as a result, the firm can act by issuing a margin call or selling securities or other assets in any of the accounts the investor may hold with the member, to maintain the required equity in the account. Understanding the risks involved in trading securities on margin is essential. These risks include but are not limited to losing more funds than deposited in the margin account, the firm forcing the sale of securities or other assets in the account(s) or selling securities or other assets without contacting the investor, or the investor not being entitled to choose which securities or other assets in their account(s) can be liquidated or sold to meet a margin call. Further, a firm can increase its "house" maintenance margin requirements without providing an advance written notice, without entitlement to an extension of time on the margin call.

Market Risk - market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the investment value regardless of the issuer's operational success or financial condition. The price of a security, option, bond, or mutual fund can drop due to tangible and intangible events and situations. External factors cause this risk, independent of a security's underlying circumstances. The adviser cannot guarantee that it will accurately predict market, price, or interest rate movements or risks.

Material Non-Public Information Risk - because of their responsibilities in connection with other adviser activities, individual advisory Associates may occasionally acquire confidential or material non-public information or be restricted from initiating transactions in specific securities. The adviser will not be free to act upon any such information. Due to these restrictions, the Adviser may be unable to initiate a transaction that it otherwise might have started and may not be able to sell an investment it otherwise might have sold.

Money Market Funds - a money market fund is technically a security. The fund managers attempt to keep the share price constant at $1/share. However, the share price is not guaranteed to stay at $1/share. You can lose some or all of your principal if the share price decreases. The U.S. Securities and Exchange Commission ("SEC") notes that "While investor losses in money market funds have been rare, they are possible." In return for this risk, you should earn a greater return on your cash than you would expect from a Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next, money market fund rates are variable. In other words, you do not know how much you will earn on your investment next month. The rate could go up or go down. If it goes up, that may result in a positive outcome. However, if it goes down and you earn less than expected, you may need more cash. A final risk you are taking with money market funds is inflation. Because money market funds are considered safer than other investments like stocks, long-term average returns on money market funds tend to be less than long-term average returns on riskier investments. Over long periods, inflation can eat away at your returns.

Municipal Securities Risks - municipal securities, while generally thought of as safe, can have significant risks associated with them, including, but not limited to: the creditworthiness of the governmental entity that issues the bond, the stability of the revenue stream that is used to pay the interest to the bondholders, when the bond is due to mature, and, whether or not the bond can be "called" before maturity. When a bond is called, it may not be possible to replace it with one of equal character paying the same amount of interest or yield to maturity. Municipal securities are backed by either the full faith and credit of the issuer or by revenue generated by a specific project - like a toll road or parking garage for which the securities were issued. The latter type of securities could quickly lose value or become virtually worthless if the expected project revenue does not meet expectations.

Mutual Funds & Exchange Traded Funds - mutual funds and exchange-traded funds ("ETF") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small-cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock, and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no-load" and charge no fee to buy into, or sell out of, the fund, other mutual funds do charge such fees, which can also reduce returns. Mutual funds can also be "closed-end" or "open-end." So-called "open-end" mutual funds continue to allow in new investors indefinitely, whereas "closed-end" funds have a fixed number of shares to sell, limiting their availability to new investors. ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of its Underlying Index or another benchmark, which may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their Underlying Indices or benchmarks daily, mathematical compounding may prevent the ETF from correlating with performance of its benchmark. In addition, an ETF may not have investment exposure to all of the securities included in its Underlying Index, or its weighting of investment exposure to such securities may vary from that of the Underlying Index. Some ETFs may invest in securities or financial instruments that are not included in the Underlying Index but are expected to yield similar performance.

Non-U.S.Investment Risk - investment in non-U.S. issuers or securities principally traded outside the United States may involve certain unique risks due to economic, political, and legal developments, including but not limited to favorable or unfavorable changes in currency exchange rates, exchange control regulations, expropriation of assets or nationalization, risks relating to political, social and economic developments abroad, as well as risks resulting from the differences between the regulations to which U.S. and foreign issuers and markets are subject and the imposition of withholding taxes on dividend or interest payments.

Options Contracts Risks - options are complex securities that involve risks and are not suitable for everyone. Options trading can be speculative and carry a substantial risk of loss. It is generally recommended that you only invest in options with risk capital. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an underlying asset at a specific price on or before a certain date (the "expiration date"). The two types of options are calls and puts. A call gives the holder the right to buy an asset at a certain price within a specific period. Calls are similar to having a long position on a stock. Buyers of calls hope the stock will increase substantially before the option expires. A put gives the holder the right to sell an asset at a certain price within a specific period. Puts are very similar to having a short position on a stock. Buyers of puts hope that the stock price will fall before the option expires. Selling options is more complicated and can be even riskier. Option buyers and sellers should be aware of the option trading risks associated with their investment(s).

Political & Legislative Risk - companies face a complex set of laws and circumstances in each country in which they operate. The political and legal environment can change rapidly and without warning, with significant impact, especially for companies operating outside of the U.S. or those conducting a substantial amount of their business outside the U.S.

Portfolio Turnover Risk - an account's investment strategy may require active portfolio trading. As a result, turnover and brokerage commission expenses may significantly exceed those of other investment entities of comparable size.

Private Investment Risk - investments in private funds, including debt or equity investments in operating and holding companies, investment funds, joint ventures, royalty streams, commodities, physical assets,

and other similar types of investments, are highly illiquid and long-term. A portfolio's ability to transfer or dispose of private investments is expected to be highly restricted. The ability to withdraw funds from LP interests is usually restricted following the withdrawal provisions contained in an Offering Memorandum. In addition, substantial withdrawals by investors within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, possibly reducing the value of the fund's assets or disrupting the fund's investment strategy.

Private Placement Risks- a private placement (non-public offering) is an illiquid security sold to qualified investors and not publicly traded or registered with the Securities and Exchange Commission. Private placements generally carry a higher degree of risk due to this illiquidity. Most securities acquired in a private placement will be restricted and must be held for an extended time and, therefore, cannot be easily sold. The range of risks depends on the nature of the partnership and is disclosed in the offering documents.

Public Information Accuracy Risk - an adviser can select investments, in part, based on information and data filed by issuers with various government regulators or other sources. Even if they evaluate all such information and data or seek independent corroboration when it's considered appropriate and reasonably available, the Adviser cannot confirm its completeness, genuineness, or accuracy. In some cases, complete and accurate information is not available.

Real Estate Risks - real estate is increasingly being used as part of a long-term core strategy due to increased market efficiency and increasing concerns about the future long-term variability of stock and bond returns. Real estate is known for its ability to serve as a portfolio diversifier and inflation hedge. However, the asset class still bears a considerable amount of market risk. Real estate has shown itself to be very cyclical, somewhat mirroring the ups and downs of the overall economy. In addition to employment and demographic changes, real estate is also influenced by changes in interest rates and the credit markets, which affect the demand and supply of capital and, thus, real estate values. Along with changes in market fundamentals, investors wishing to add real estate as part of their core investment portfolios need to look for property concentrations by area or property type. Because property returns are directly affected by local market basics, real estate portfolios that are too heavily concentrated in one area or property type can lose their risk mitigation attributes and bear additional risk by being too influenced by local or sector market changes.

Real Estate Investment Trusts Risk - a real estate investment trust ("REIT") is a corporate entity that invests in real estate and/or engages in real estate financing. A REIT reduces or eliminates corporate income taxes. REITs can be publicly or privately held. Public REITs may be listed on public stock exchanges. REITs are required to declare 90% of their taxable income as dividends, but they actually pay dividends out of funds from operations, so cash flow has to be strong, or the REIT must either dip into reserves, borrow to pay dividends or distribute them in stock (which causes dilution). After 2012, the IRS stopped permitting stock dividends. Most REITs must refinance or erase large balloon debts periodically. The credit markets are no longer frozen, but banks are demanding and getting harsher terms to re-extend REIT debt. Some REITs may be forced to make secondary stock offerings to repay debt, leading to additional dilution of the stockholders. Fluctuations in the real estate market can affect the REIT's value and dividends. REITs have specific risks, including valuation due to cash flows, dividends paid in stock rather than cash, and debt payment resulting in the dilution of shares.

Recommendation of Particular Types of Securities Risk - we may advise on other investments as appropriate for each client's customized needs and risk tolerance. Each security type has its unique set of risks, and it would be impossible to list all the specific risks of every investment type here. Even within the same type of investment, risks can vary widely. However, the higher the anticipated investment return, the greater the risk of associated loss.

Reinvestment Risk is the risk that future investment proceeds must be reinvested at a potentially lower return rate. Reinvestment Risk primarily relates to fixed-income securities.

Reliance on Management & Key Personnel Risk - occurs when investors have no right or power to participate in a firm's management. Investors must be willing to entrust all management aspects to a

company's management and key personnel. The investment performance of individual portfolios depends mainly on the skill of key personnel of a firm and including its sub-advisors, as applicable. If key staff were to leave the firm, the firm might not find equally desirable replacements, and the accounts' performance could be adversely affected.

Securities Futures Contracts - (on tangibles and intangibles) a futures contract is a standardized, transferable, exchange-traded contract requiring delivery of a commodity, bond, currency, or stock index specified price on a selected specified price future date. Unlike options the holder may or may not choose to exercise, futures contracts must purchase the underlying asset at a set future date. The holder of a futures contract must have sold it by that date or be prepared to pay for and take delivery of the underlying asset. Material risks can include but are not limited to futures contracts that have a margin requirement that must be settled daily, there is a risk that the market for a particular futures contract may become illiquid, and the market price for a particular commodity or underlying asset might move against the investor requiring that the investor sell futures contracts at a loss.

Short-Sales Risk - short sales can, in certain circumstances, increase the impact of adverse price movements on the portfolios. A short sale involves the risk of a theoretically unlimited increase in the market price of the particular investment sold short, resulting in an inability to cover the short position and a theoretically unlimited loss. There can be no assurance that securities necessary to cover a short position will be available for purchase.

Small & Medium Cap Company Risk - securities of companies with small and medium market capitalizations are often more volatile and less liquid than larger companies' investments. Small and medium-cap companies may face a higher risk of business failure, increasing the client's portfolio's volatility. While smaller companies generally have the potential for rapid growth, they often involve higher risks because they may lack the management experience, financial resources, product diversification, and competitive strength of larger companies. In addition, in many instances, trading frequency and volume may be substantially less than is typical of larger companies. As a result, the securities of smaller companies may be subject to broader price fluctuations.

Stocks - there are numerous ways of measuring the risk of equity securities, also known simply as "equities" or "stock." In very broad terms, the value of a stock depends on the company's financial health issuing it. However, stock prices can be affected by many other factors, including but not limited to the class of stock, such as preferred or common, the health of the issuing company's market sector, and the economy's overall health. In general, larger, better-established companies ("large cap") tend to be safer than smaller start-up companies ("small cap"), but the sheer size of an issuer is not, by itself, an indicator of the safety of the investment.

Stock Funds - although a stock fund's value can rise and fall quickly (and dramatically) over the short term, stocks have performed better over the long term than other types of investments—including corporate bonds, government bonds, and treasury securities. Overall, "market risk" poses the most significant potential danger for investors in stock funds. Stock prices can fluctuate for various reasons, such as the economy's overall strength of demand for products or services.

Stock Market Risk - the market value of stocks will fluctuate with market conditions. While stocks have historically outperformed other asset classes over the long term, they tend to fluctuate over the short term because of factors affecting individual companies, industries, or the securities market. The past performance of investments is no guarantee of future results.

Strategy Restrictions Risk - individual institutions may be restricted from directly utilizing some investment strategies the Adviser may engage. Such institutions, including entities subject to ERISA, should consult their advisors, counsel, and accountants to determine what restrictions apply and whether certain investments are appropriate.

Strategy Risk - an adviser's investment strategies and techniques may not work as intended.

Structured Products Risk - a structured product, also known as a market-linked product, is generally a pre-packaged investment strategy based on derivatives, such as a single security, a basket of securities, options,

indices, commodities, debt issuances, and/or foreign currencies, and to a lesser extent, swaps. Structured products are usually issued by investment banks or affiliates thereof. They have a fixed maturity and have two components: a note and a derivative. A derivative component is often an option. The note provides periodic interest payments to the investor at a predetermined rate, and the derivative component provides for the payment at maturity. Some products use the derivative component as a put option written by the investor that gives the buyer of the put option the right to sell the security or securities at a predetermined price to the investor. Other products use the derivative component to provide for a call option written by the investor that gives the buyer the right to buy the security or securities from the investor at a predetermined price. A feature of some structured products is a "principal guarantee" function, which offers protection of the principal if held to maturity. However, these products are not always Federal Deposit Insurance Corporation insured; the issuer may only insure them and thus have the potential for loss of principal in the case of a liquidity crisis or other solvency problems with the issuing company. Investing in structured products involves many risks, including but not limited to fluctuations in the price, level or yield of underlying instruments, interest rates, currency values and credit quality; substantial loss of principal; limits on participation in any appreciation of the underlying instrument; limited liquidity; credit risk of the issuer; conflicts of interest; and, other events that are difficult to predict.

Supervision of Trading Operations Risk - an adviser, with assistance from its brokerage and clearing firms, intends to supervise, and monitor trading activity in the portfolio accounts to ensure compliance with firm and client objectives. However, despite their efforts, there is a risk of unauthorized or otherwise inappropriate trading activity in portfolio accounts. Depending on the nature of the investment management service selected by a client and the securities used to implement the investment strategy, clients can be exposed to risks specific to the securities in their respective investment portfolios.

Systematic Risks - these are risks related to a broad universe of investments. These risks are also known as non-diversifiable risks, as diversification within the system will not reduce risk if the system loses value.

Trading Limitation Risk - for all securities, instruments, or assets listed on an exchange, including options listed on a public exchange, the exchange has the right to suspend or limit trading under certain circumstances. Such suspensions or limits could render specific strategies challenging to complete or continue, subjecting the Adviser to loss. Such a suspension could make it impossible for an adviser to liquidate positions and expose the Adviser to potential losses.

Turnover Risk - at times, the strategy may have a higher portfolio turnover rate than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect an account's performance.

Undervalued Securities Risk - identifying investment opportunities in undervalued securities is complex, and there are no assurances that such opportunities will be successfully recognized or acquired. While undervalued securities can sometimes offer above-average capital appreciation opportunities, these investments involve high financial risk and can result in substantial losses. Returns generated may not compensate for the business and financial risks assumed.

Unsystematic Risks - these are risks uniquely related to a specific investment. Also known as "diversifiable risks," theoretically, diversifying different investments may reduce unsystematic risks significantly.

Warrants - a warrant is a derivative (security that derives its price from one or more underlying assets) that confers the right, but not the obligation, to buy or sell a security – typically an equity – at a specific price before the expiration. The price at which the underlying security can be bought or sold is the exercise or strike price. Warrants that confer the right to buy a security are called warrants; those that confer the right to sell are known as put warrants. Warrants are in many ways similar to options. The main difference between warrants and options is that warrants are issued and guaranteed by the issuing company, whereas options are traded on an exchange and are not issued by the company. Also, the lifetime of a warrant is often measured in years, while the lifetime of a typical option is measured in months. Warrants do not pay dividends or come with voting rights.

Withdrawal of Capital Risks - an Offering Memorandum's withdrawal provisions usually restrict the ability to withdraw funds from the funds, private placement, or LP interests. Investors' substantial withdrawals within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, reducing the value of the fund's assets and disrupting the fund's investment strategy.

Risks of Specific Securities Utilized

While Integrated and/or Adviser seeks investment strategies that do not involve significant or unusual risk beyond the general domestic and international equity markets, in some instances, methods that hold a higher risk of capital loss may be utilized. While all investing involves risk, using such strategies is a material risk of loss. Clients are advised that investing in securities involves the risk of losing the entire principal amount invested, including any gains - they should not invest unless they can bear these losses.

Digital Assets & Bitcoin - Integrated and/or Adviser may provide advice regarding digital assets, including cryptocurrencies such as Bitcoin. Digital assets are issued or transferred using distributed ledger or blockchain technology and may include virtual currencies, coins, tokens, or related investment vehicles. These assets are not backed by any central authority, government, or tangible assets; their value is determined by market supply and demand, adoption, and participant sentiment. Investments in digital assets and Bitcoin are highly speculative and subject to significant price volatility, regulatory uncertainty, and unique risks not present in traditional securities or currencies. Regulatory oversight of digital assets is evolving, and investors may not benefit from the protections applicable to registered securities or commodity products. Clients should carefully consider these risks and consult with their Adviser Representative before investing in digital assets or Bitcoin.

Options Contracts - options are complex securities that involve risks and are not suitable for everyone. Option trading can be speculative in nature and carry substantial risk of loss. It is generally recommended that you only invest in options with risk capital. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an underlying asset at a specific price on or before a certain date (the "expiration date"). The two types of options are calls and puts: A call gives the holder the right to buy an asset at a certain price within a specific period of time. Calls are similar to having a long position on a stock. Buyers of calls hope the stock will increase substantially before the option expires. A put gives the holder the right to sell an asset at a certain price within a specific period of time. Puts are very similar to having a short position on a stock. Buyers of puts hope that the stock price will fall before the option expires. Selling options is more complicated and can be even riskier.

The option trading risks about options buyers are:

- Risk of losing your entire investment in a relatively short period of time.
- The risk of losing your entire investment increases if, as expiration nears, the stock is below the strike price of the call (for a call option) or if the stock is higher than the strike price of the put (for a put option).
- European-style options that do not have secondary markets on which to sell the options before expiration can only realize their value upon expiration.
- Specific exercise provisions of a specific option contract may create risks.
- Regulatory agencies may impose exercise restrictions, which stops you from realizing value.

The option trading risks for options sellers are:

- Options sold may be exercised at any time before expiration.
- Covered Call traders forgo the right to profit when the underlying stock rises above the strike price of the call options sold and continue to risk a loss due to a decline in the underlying stock.
- Writers of Naked Calls risk unlimited losses if the underlying stock rises.
- Writers of Naked Puts risk substantial losses if the underlying stock drops.

- Writers of naked positions run margin risks if the position goes into significant losses. Such risks may include liquidation by the broker.
- Writers of call options could lose more money than a short seller of that stock could on the same rise on that underlying stock. This is an example of how leverage in options can work against the options trader.
- Writers of Naked Calls are obligated to deliver shares of the underlying stock if those call options are exercised.
- Call options can be exercised outside of market hours such that the writer of those options cannot perform effective remedy actions.
- Writers of stock options are obligated under the options that they sell even if a trading market is not available or if they are unable to perform a closing transaction.
- The value of the underlying stock may surge or decline unexpectedly, leading to automatic exercises.

Other option trading risks are:

- The complexity of some option strategies is a significant risk on its own.
- Option trading exchanges or markets and options contracts are always open to changes.
- Options markets have the right to halt the trading of any options, thus preventing investors from realizing value.
- Risk of erroneous reporting of exercise value.
- If an options brokerage firm goes insolvent, investors trading through that firm may be affected.
- Internationally traded options have special risks due to timing across borders.

Risks not specific to options trading include market, sector, and individual stock risks. Option trading risks are closely related to stock risks, as stock options are a derivative of stocks.

Futures - futures are financial contracts obligating the buyer to purchase an asset (or the seller to sell an asset), such as a physical commodity or a financial instrument, at a predetermined future date and price. The primary difference between options and futures is that options give the holder the *right* to buy or sell the underlying asset at expiration, while the holder of a futures contract is *obligated* to fulfill the terms of their contract. Buyers and sellers in the futures market primarily enter into futures contracts to hedge risk or speculate rather than to exchange physical goods. Futures are not only for speculating. They may be used for hedging or may be a more efficient instrument to trade than the underlying asset.

Neither Integrated nor the Adviser represent or guarantee that the services provided or any analysis methods provided can or will predict future results, successfully identify market tops or bottoms, or insulate investors from losses due to market corrections or declines. There is no guarantee of client account future performance or any level of performance, the success of any investment decision or strategy used, overall account management, or that any investment mix or projected or actual performance shown will lead to expected results or perform in any predictable manner. Past performance is not indicative of future results. The investment decisions made for client accounts are subject to various market, currency, economic, political, and business risks (including many above) and will not always be profitable. The outcome(s) described and any strategies or investments discussed may not be suitable for all investors. Further, there can be no assurance that advisory services will result in any particular result, tax, or legal consequence.

Investing also risks missing out on more favorable returns that could be achieved by investing in alternate securities or commodities. Any above investment strategies may lead to a loss of investments, especially if the markets move against the client. Past performance is not indicative of future results. The outcomes described and any strategies or investments discussed may not suit all investors, and there can be no assurance that advisory services will result in any particular result, tax, or legal consequence. Clients should expect their account value and returns to fluctuate

within a wide range, like the overall stock and bond market fluctuations. C*lients are advised that investors could lose money over short or even long periods and investing in securities involves the risk of losing the entire principal amount invested, including any gains. Clients should not invest unless they can bear these losses.*

Artificial Intelligence Risk
We may utilize artificial intelligence ("AI") in certain aspects of our business operations to enhance operational efficiency and support client services. Our use of AI primarily focuses on automating administrative and client service-related tasks, such as meeting preparation, meeting notes, CRM updates, task management, and meeting recap notes. We believe this technology helps reduce administrative time, streamline client engagement, and improve the overall client experience.

It is important to note that AI models are highly complex, and their outputs may be incomplete, incorrect, or biased. While AI is intended to enhance our operations, its use presents risks, including potential inaccuracies, errors in decision-making, and the management challenges of implementing the technology effectively. Additionally, using AI could pose risks to the protection of client or proprietary information. These risks include the potential exposure of confidential information to unauthorized recipients, violations of data privacy rights, or other data leakage events. (For example, in the case of generative AI, confidential information—such as material non-public information or personally identifiable information—input into an AI application could become part of a dataset that is accessible to other users or AI applications, potentially compromising confidentiality.) Further, the regulatory landscape surrounding AI is rapidly evolving, which may require adjustments to our approach in adopting and implementing AI technologies. Moreover, using AI could lead to litigation and regulatory risk exposure.

To mitigate these risks, we implement stringent data protection protocols, including encryption and access controls, to safeguard client and proprietary information. We continually assess and monitor the performance of AI technologies, ensuring that they are used in a manner consistent with our fiduciary duties and regulatory requirements. Our staff is trained to handle sensitive data responsibly, and we engage with trusted third-party vendors who adhere to industry best practices for data security and compliance.

Further, additional risks may also be disclosed for different Integrated advisory groups.

Before acting on any analysis, advice, or recommendation, clients should consult with their legal counsel, tax, or other investment professionals, as necessary, to aid in due diligence as proper for their situation and decide the suitability of the risk associated with any investment. Clients are encouraged to carefully refer to all disclosure documents and direct any questions regarding risks, fees, and costs to their Adviser Representative.

Item 9 – Disciplinary Information

Registered investment advisers such as Integrated are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of the investment adviser or the integrity of its management.

On September 9, 2024, the SEC announced a settlement with Integrated Advisors Network, LLC for violations of the Marketing Rule under the Advisers Act and paid a civil penalty of $325,000. The firm settled the charges without admitting or denying the SEC's findings. Certain Adviser Representatives of Integrated may also have disciplinary actions or disclosures related to alleged violations of securities regulations, rules, or statutory provisions by federal or state regulatory agencies.

Clients and prospective clients may review current disclosure documents for Integrated and its Adviser Representatives on the SEC's Investment Adviser Public Disclosure ("IAPD") website at www.adviserinfo.sec.gov.

To search for information about the firm, enter "Integrated Advisors Network, LLC" or CRD #171991. To review information about individual Adviser Representatives, use their name or CRD number in the search function.

Copies of disclosure documents are also available by contacting Integrated at 855.729.4222 or by visiting www.integratedadvisorsnetwork.com.

Item 10 – Other Financial Industry Activities and Affiliations

Integrated offers services through their network of IARs. IARs may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. The client should understand that the business are legal entities of the IAR and not of Integrated. The IARs are under the supervision of Integrated, and the advisory services of the IAR are provided through Integrated. Integrated has the arrangement described above with the IARs of EPP.

Integrated is an independent registered investment adviser that provides only investment advisory services. The firm does not engage in any other business activities, offer services other than those described herein, or maintain any relationship or arrangement material to our advisory business with any of the following entities:

1. broker-dealer, municipal securities dealer, government securities dealer or broker,
2. investment company or other pooled investment vehicle *(including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)*,
3. other investment adviser or financial planner,
4. futures commission merchant, commodity pool operator, or commodity trading adviser,
5. banking or thrift institution,
6. accountant or accounting firm,
7. a lawyer or law firm,
8. insurance company or agency,
9. pension consultant,
10. real estate broker or dealer, and
11. sponsor or syndicator of limited partnerships.

Designations
Integrated Associates can hold various other designations in connection with the approved outside business activities, separate from their role with Integrated. Integrated does not solicit clients to utilize any services offered by Associates in this capacity. Advisers' recommendations or compensation for such designation services are separate from Integrated's advisory services and fees.

Promoter Relationships
Integrated has entered a promoter relationship with a qualified individual who is paid to refer clients to the Adviser, which can result in the provision of investment advisory services. Integrated ensures any promoters used are licensed when required and otherwise qualified to provide investment advice. Unlicensed promoters may only provide impersonal investment advice by recommending our services and not comment on using the Adviser's services or portfolio construction. The terms of all promoter arrangements are defined by a contract between the promoter and Integrated which sets forth the term of the Agreement and form of compensation to the promoter, which is a percentage of the advisory fees received from referred clients.

Referral arrangements inherently give rise to potential conflicts of interest, particularly when the person recommending an Adviser receives an economic benefit, as the payment received could incentivize the promoter's referral. Accordingly, promoters are required to disclose to referred clients, in writing, (1) whether they are a client

or a non-client, (2) that they will be compensated for the referral, (3) the material conflicts of interest arising from the relationship and/or compensation arrangement, and (4) all material terms of the arrangement, including a description of the compensation to be provided for the referral.

Third-Party Money Managers
Through its Managed Account Solutions ("MAS") Program services, Integrated will direct to outside money managers. Integrated will be compensated via a fee share from those clients who utilize such services. Before selecting any outside manager, Integrated will review the manager to ensure they fit the Adviser's models' criteria and conduct initial background due diligence. Referred managers are required to be registered with an appropriate regulatory body and meet specific criteria before being included as a potential referral for clients. Fees shared will not exceed any limit imposed by any regulatory agency.

Other Business Relationships
Integrated uses third-party resources to help run its business and provide services to its clients, mostly back-office related. Integrated sources these professionals acting in a client's best interest with fiduciary responsibility while focusing on finding the highest value-add providers to service clients. While the Adviser has developed a network of professionals - accountants, lawyers, and otherwise, neither Integrated nor its Associates receive compensation for such use or referrals. Outside of the information referenced herein, neither the adviser nor its management persons have any other material relationships or conflicts of interest with other financial industry participants.

While not engaged in any business activities other than those disclosed herein, certain of Integrated's Associates may sell additional products or provide services outside their roles with the Adviser.

Other Financial Affiliations
On occasion, the Adviser (a related person) may act as a consultant to government, public and private entities concerning their pension and profit-sharing plans. In this capacity the Advisor provides general investment advice about the merits and risks of the investment alternatives available. The plan fiduciary is free to seek independent advice about the appropriateness of any investment for the plan.

The Advisor acts, when hired, as a consultant to government, public, and private entities concerning their pension and profit shared plans, primarily participant education.

Conflicts of Interest
Making clients aware of other financial activities, affiliations, designations, relationships, and services presents a conflict of interest since Integrated Associates may have a financial incentive to submit advisory clients to specific companies or services over others due to compensation received in connection with the transaction rather than client need. Integrated addresses this conflict of interest by requiring Associates to always act in each client's best interests when making such recommendations and fully disclose such relationships before the transaction. If offering clients advice or products outside of Integrated, Associates satisfy this obligation by advising and disclosing the nature of the transaction or relationship, their role and involvement in the transaction, and any compensation to be paid and received before transaction execution. When acting in this capacity, the firm's policy is that Associates communicate clearly to prospective or existing clients that they are not acting on behalf of Integrated, the investment adviser or under any Integrated Investment Management Agreement.

Clients are not obligated to act upon any recommendations received, implement any recommended transaction(s) through the Adviser, or purchase any additional products or services offered. The ultimate decision to accept any recommendation and retain products or services remains at the client's sole discretion.

Additional details of how Integrated mitigates conflicts of interest can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics, which is available for review free of charge to any client or prospective client upon request.

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

Code of Ethics
Integrated has adopted a Code of Ethics which establishes standards of conduct for its supervised persons. The Code of Ethics includes general requirements that such supervised persons comply with their fiduciary obligations to clients and applicable securities laws, and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest and confidentiality of client information. It requires supervised persons to report their personal securities transactions and holdings quarterly to the Integrated's Compliance Officer and requires the Compliance Officer to review those reports. It also requires supervised persons to report any violations of the Code of Ethics promptly to Integrated's Compliance Officer. Each supervised person of Integrated receives a copy of the Code of Ethics and any amendments to it and must acknowledge in writing having received the materials. Annually, each supervised person must certify that he or she complied with the Code of Ethics during that year. Clients and prospective clients may obtain a copy of Integrated's Code of Ethics by contacting the Compliance Officer of Integrated Advisors Network.

Participation or Interest in Client Transactions
Under Integrated's Code of Ethics, the Adviser and its managers, members, officers, and employees may invest personally in securities of the same classes as are purchased for clients and may own securities of the issuers whose securities are subsequently purchased for clients. If an issue is purchased or sold for clients and any of the Adviser, managers, members, officers and employees on the same day purchase or sell the same security, either the clients and the Adviser, managers, members, officers or employees shall receive or pay the same price or the clients shall receive a more favorable price. The Adviser and its managers, members, officers and employee may also buy or sell specific securities for their own accounts based on personal investment considerations, which the Adviser does not deem appropriate to buy or sell for clients.

Participation or Interest in Client Transactions – Pooled Investment Vehicles
Integrated and its advisory associates may recommend investments in pooled investment vehicles in which a supervised person has a financial interest. This includes circumstances where a supervised person serves as the sponsor, investment manager, general partner, managing member, or in a similar role with respect to the pooled investment vehicle.

As a result, the supervised person may receive compensation or other economic benefits, such as management fees, in connection with client investments in the pooled investment vehicle. This presents a conflict of interest because the supervised person has an incentive to recommend the pooled investment vehicle over other investment options that do not provide the same financial benefit.

This conflict is addressed by providing full and fair disclosure to clients and requiring adherence to fiduciary duty to act in the client's best interest.

Personal Trading
Integrated and its advisory Associates may buy or sell securities that we recommend to clients or securities that clients have already invested before or after, suggesting them to clients - thus potentially profiting from the recommendations provided. Similarly, our securities orders could be combined with client orders to purchase securities ("aggregated trading"). A conflict of interest exists with these practices because it allows trading ahead of clients and the possible receipt of more favorable prices than a client would receive.

To eliminate such conflicts and ensure clients receive preferential treatment, safeguard the equitable treatment of all client orders, and confirm such trading does not affect the markets, Integrated has instituted within its Code of Ethics a trading policy consisting of personal trading and pre-clearance procedures for Associate personal account transactions and a transaction reporting system to monitor policy compliance. Integrated's policy prohibits the firm, its Associates, or any related person from participating in trading that may be detrimental to any advisory client.

Associates must disclose, pre-clear, and report specific trades and maintain compliance with the firm's policies and procedures to safeguard that no Associate receives preferential treatment over advisory clients or affects the markets. Integrated performs an Access Person trade review quarterly, annually, and as needed to verify Associate compliance with the firm's trading policies and procedures and confirm no conflicts have occurred.

As part of this oversight, Integrated also prohibits insider trading and has implemented additional procedures to monitor Associate observation of the Adviser's insider trading policy. Associates may buy or sell specific security for their accounts based on personal investment considerations, which the Adviser does not deem appropriate to buy or sell for clients. In all cases, transactions are affected based on the client's best interests.

Additional details of how Integrated mitigates conflicts of interest can be found in the Firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics. Integrated's Code is available for review free of charge to any client or prospective client upon request.

Aggregated Trading
Our Firm or persons associated with our Firm may buy or sell securities for you at the same time we or persons associated with our Firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("aggregated trading"). A conflict of interest exists in such cases because we can trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, our policy is that neither our Firm nor persons associated with our Firm shall have priority over your account in the purchase or sale of securities.

Trade Errors
If a trading error occurs in your account, our policy is to restore our client's account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

Item 12 – Brokerage Practices

Preferred Custodians & Brokers-Dealers
Neither Integrated nor the Adviser maintains custody of the assets managed on our client's behalf. Client assets are required to be held in an account at a "qualified custodian," generally a broker-dealer or bank. Clients will decide on their custodian during Investment Management Agreement execution and enter into a separate broker-dealer/custodian client account agreement directly with the custodian of their choice.

While Integrated works with multiple custodians and will employ several FINRA-registered broker-dealers, after appropriate due diligence and careful consideration of the brokerage practices disclosed within this section, the Adviser has selected several it will typically recommend as its preferred qualified custodians, including but not limited to **Schwab** (Charles Schwab & Co., Inc. or "Schwab"), and **Fidelity** (Fidelity Clearing & Custody Solutions,® providing clearing, custody, or other brokerage services through National Financial Services, LLC or Fidelity Brokerage Services LLC, together with all affiliates, "Fidelity"), each an unaffiliated, SEC-registered broker-dealer, Members FINRA/SIPC.

Factors Used to Select & Recommend Custodians & Broker-Dealers
Integrated seeks to select and recommend a custodian who will hold client assets and execute transactions on terms most advantageous to other available providers and their services. While the Adviser has designated **Schwab**, and **Fidelity** as its preferred custodians, it will occasionally review other custodians to determine their compensation's reasonableness. In studying the topic and selecting a custodian, the firm will make a good faith determination that the amount of the commission charged is reasonable given the value of the brokerage and research services received. The analysis will vary and may include a review of any combination of the following:

- the combination of transaction execution services along with asset custody services - generally without a separate fee for custody,
- the capability to execute, clear, and settle trades - buy and sell securities for a client's account,
- ability to facilitate transfers and payments to and from accounts - wire transfers, check requests, bill payments, etc.,
- competitive trading commissions costs,
- reporting tools, including cost basis and 1099 reports facilitating tax management strategies,
- personal money management tools such as electronic fund transfer capabilities, dividend reinvestment programs, and electronic communication delivery capabilities,
- financial stability to ensure individual accounts, including primary and backup account insurance,
- the breadth of investment products made available - stocks, bonds, mutual funds, ETFs, etc.,
- the availability of investment research and tools that assist us in making investment decisions,
- customer service levels and quality of services,
- the competitiveness of the price of those services, such as commission rates, margin interest rates, other fees, etc., and the willingness to negotiate them,
- the reputation, financial strength, and stability of the provider,
- the custodian's prior service to our clients and us, and
- as discussed below, the availability of other products and services that benefit us.

Custodial Support Services
Custodians serve independent investment advisory firms, providing advisers and their client's access to institutional brokerage – trading, custody, reporting, and related services – many of which are not typically available to retail customers. Custodial support services are generally available unsolicited; advisory firms do not have to request them. These various support services help the adviser manage or administer client accounts and manage and grow the advisory business. The adviser offers these services at no charge if qualifying amounts of client account assets are maintained with the custodian. (Please contact us directly for current qualifying amount numbers.)

Below is a description of some standard support services Integrated can receive from our preferred qualified custodians:

Services That Benefit You
Custodial services include access to various institutional investment products, securities transaction execution, and client assets custody. The investment products available include some the adviser might not otherwise have access to or some that would require a significantly higher minimum initial investment by our clients. Services available are subject to change at the discretion of each custodian.

Services That Will Not Always Directly Benefit You
Custodians make other products and services available to Integrated that benefit us but do not directly benefit our clients or their accounts. These products and services assist Integrated with managing and administering client accounts. They include investment research, both a custodian's own and that of third parties, which can be used to service all, some or a substantial number of our client accounts and software and other technology that:

- provides access to client account data (such as duplicate trade confirmations and account statements),
- facilitates trade execution and allocates aggregated trade orders for multiple client accounts,
- includes pricing and other market data,
- facilitate the payment of our fees from our clients' accounts, and
- assists with back-office functions, recordkeeping, and client reporting.

Services that Generally Benefit Only Us
Custodians also offer other services to help us further manage and develop our business enterprise. These services can include:

- educational conferences and events,
- technology, compliance, legal, and business consulting,
- publications and conferences on practice management and business succession, and
- access to employee benefits providers, human capital consultants, and insurance providers.

Custodians provide some of the above services themselves. In other cases, they will arrange for third-party vendors to deliver the services. Custodians can also discount or waive their fees for some of these services or pay all or a part of a third party's costs.

Custody & Brokerage Costs
Integrated custodians generally do not charge the firm's clients' custodial accounts separately for their services. They are compensated by charging clients commissions or other fees on their trades or settling into the custodial accounts. Custodians will charge clients a percentage of the dollar amount of assets in the account for some custodial client accounts instead of commissions. Custodian commission rates and asset-based fees applicable to client accounts are negotiated based on Integrated's commitment to maintaining client assets in accounts at the custodian. This commitment benefits clients because clients' commission rates and asset-based fees are generally lower than if Integrated had not committed. In addition to commissions, or asset-based fees, custodians charge a flat dollar amount as a "trade away" fee for each trade the firm executes by a different broker-dealer, where the securities bought or the funds from the securities sold are deposited (settled) into a custodial account. These fees are in addition to the commissions or compensation clients pay the executing broker-dealer. (For additional details, please refer to each custodian's specific "Fee Schedule.")

Soft Dollars
An investment adviser receives a custodian's soft dollar benefits when receiving research or other products and services in exchange for client securities transactions or maintaining account balances with the custodian. Our preferred qualified custodians will offer various services to us, including custody of client securities, trade execution, clearance and settlement of transactions, platform systems access, duplicate client statements, research-related products and tools, access to the trading desk, and block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts), the ability to direct debit advisory fees directly from client accounts, access to an electronic communications network for order entry and account information, access to no-transaction-fee mutual funds and individual, institutional money managers, and the use of overnight courier services. Receipt of these economic benefits creates a conflict of interest that could directly or indirectly influence Integrated to recommend a custodian to clients for custody and brokerage services, as we receive an advantage but do not have to produce or pay for the research, products, or services; custody services are paid for as part of the client's fee.

Brokerage and research services provided by broker-dealers may include, among other things, effecting securities transactions and performing services incidental to it (such as clearance, settlement, and custody) and providing information regarding the economy, industries, sectors of securities, individual companies, statistical data, taxation, political developments, legal developments, technical market action, pricing and appraisal services, credit analysis, risk measurement analysis, and performance analysis. Such research services can be received in written reports, telephone conversations, personal meetings with security analysts and individual company management, and attending conferences. Research services may be proprietary - research produced by the broker's staff or third-party - originating from a party independent from the broker providing the execution services.

A conflict of interest exists in making a reasonable good-faith allocation between research services and non-research services because Integrated allocates the costs of such services and benefits between those that primarily benefit us and those that mainly help clients. Certain client accounts may benefit from the research services, which do not pay commissions to the broker-dealer. Receiving brokerage and research services from any broker executing transactions for Integrated's clients will not reduce the adviser's customary and usual research activities. The value of such information is indeterminable in Integrated's view. Nevertheless, the receipt of such research may be deemed to be the receipt of an economic benefit and, although customary, may be considered to create a conflict of interest between Integrated and its clients, as services received from our custodians benefit Integrated because the firm does not have to produce or pay for them if a required minimum of client assets is maintained in accounts at each custodian. This required minimum can give Integrated an incentive to recommend that our clients maintain their accounts with a specific custodian based on our interest in receiving custodial services that benefit our business, rather than based on a client's interest in receiving the best value in services and the most favorable execution of their transactions.

In some cases, Integrated may receive non-research administrative or accounting services and research benefits from the broker-dealers' services. When this happens, Integrated will make a good-faith allocation between the non-research and research portions of the services received and pay Integrated money ("hard dollars") for the non-research part.

Beneficial Interest in Custodial Services

Client transactions and the compensation charged by our custodians might not be the lowest compensation Integrated might otherwise be able to negotiate; clients may pay commissions, markups, or markdowns higher than those other broker-dealers in return for soft dollar benefits (also known as "paying-up"). Subject to Section 28(e), Integrated may pay a broker-dealer a brokerage commission more than another broker might have charged for effecting the same transaction recognizing the value of the brokerage and research services the broker provides. Because we believe it is imperative to our investment decision-making process to access this type of research and brokerage, in circumstances where we feel the execution is comparable, we may place specific trades with a particular broker-dealer providing brokerage and research services to the firm. Broker-dealers' research services may be used in servicing any or all of our clients and can be used in connection with clients other than those making commissions to a broker-dealer, as permitted by Section 28(e).

Only a few possible firms meet Integrated's sourcing criteria for providing our clients with a reliable and satisfactory custodial platform. Integrated's preferred qualified custodians offer similar soft dollar programs, and as such, we mitigate conflicts of interest by not considering this factor in our selection of appropriate custodians. While we could have the incentive to cause clients to engage in more securities transactions that would otherwise be optimal to generate brokerage compensation with which to acquire such products and services, based on Integrated's interest in receiving the research or other products or services, rather than on our client's interests in obtaining the most favorable execution, this conflict is eliminated by having a quantitative investment process that creates trades only when the investment model signals the appropriateness of the transaction. Additional transactions are not made. Furthermore, the clients receive greater access to advanced research and portfolio management tools that improve their service - soft dollar benefits are used to service all client accounts, not only those paid for the benefits.

Given the client assets under management, we do not believe that maintaining at least the required minimum of those assets per custodian to avoid paying each quarterly service fee presents a material conflict of interest, as we have confidence our preferred qualified custodian selection is in the best interests of our clients. The scope, quality, and price of the services we receive support the belief that our custodian(s) services do not only benefit only us.

Custodial Statements

Clients will receive – at a minimum - quarterly account statements directly from the account custodian who maintains their investment assets. Integrated statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of individual securities.

Integrated urges clients to promptly review any statements they receive directly from their custodian or otherwise upon receipt to ensure account transaction accuracy. Clients should also compare their account(s) ' investment performance against the appropriate benchmark as applicable to the type of investments held in the account and any periodic report or information from us. The reports received from Integrated may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of particular securities.

(See Item 13 - Review of Accounts for additional details.)

Best Execution

Integrated acts on its duty to seek "best execution." As a matter of policy and practice, Integrated conducts initial and ongoing due diligence policies, procedures, and practices regarding soft dollars, best execution, and directed brokerage. Integrated seeks to ensure compliance with the client's written Investment Management Agreement (and IPS, if applicable to the type of account opened) and observe best practices. Still, a client may pay a higher commission than another custodian might charge to affect the same transaction when it is determined, in good faith, that the commission is reasonable given the value of the brokerage and research services received. In seeking best execution, the determinative factor *is not the lowest cost possible* but whether the transaction represents the best qualitative execution, taking into consideration the complete range of services available, including, among others, the value of research provided, execution capability, financial strength, the commission rates, and responsiveness. While Integrated will seek competitive rates, they may not necessarily obtain the lowest commission rates for client transactions.

Directed Brokerage

Sometimes, a client may direct Adviser in writing to use another broker-dealer/custodian to execute some or all transactions for the client's account. The client will negotiate terms and arrangements for the account with the custodian; neither Integrated nor the Adviser will seek better execution services, better prices, or aggregate client transactions for execution through other custodians with orders for other accounts managed by the adviser. As a result, the client may not achieve the most favorable execution of client transactions; directed brokerage may cost the client money. The client may pay higher commissions or other transaction costs or greater spreads, may not be able to aggregate orders to reduce transaction costs, or may receive less favorable prices on transactions for the account than would otherwise be the case had the client used the adviser's recommended custodian(s). Subject to its duty of best execution, Integrated may decline a client's request to direct brokerage if, at our discretion, such directed brokerage arrangements would result in additional operational difficulties.

Special Considerations for ERISA Clients

A retirement or ERISA Plan client may direct all or part of portfolio transactions for its account through a specific custodian to obtain goods or services on behalf of the Plan. Such direction is permitted provided that the products and services offered are reasonable expenses of the plan incurred in the ordinary course of its business. Otherwise, it would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the Plan. Integrated does arrange for the execution of securities transactions for 401k Plans as a part of this service. Trades are executed directly through employee Plan participation.

Investment Allocation & Trade Aggregation Policy

Our Firm or persons associated with our Firm may buy or sell securities for you while we or persons associated with our Firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("aggregated trading"). In such cases, a conflict of interest exists because we can trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, our policy is that neither our Firm nor persons associated with our Firm shall have priority over your account in the purchase or sale of securities. Integrated's allocation and aggregation processes require

fair and equitable treatment of all client orders. *(See Item 11: Code of Ethics, Participation or Interest In Client Transactions & Personal Trading.)*

Client Participation In Transactions
Adviser makes investment decisions, and trades client accounts in aggregation, particularly when clients have similar objectives. We will seek consistency in our investment approach for all accounts with similar investment goals, strategies, and restrictions. *(See Item 11: Code of Ethics, Participation or Interest In Client Transactions & Personal Trading.)*

Trading Errors
Even with the best efforts and controls, trade errors may happen. If a trade is placed for a client's account, which causes a breach of any regulatory, contractual, investment objective or restriction parameters ("trade error"), such trade error will be immediately reported internally for prompt review, direction, and action to ensure that the client is not disadvantaged. If a trading error occurs in a client's account, Integrated's policy is that its clients' interests always come first. Trade errors will be fixed promptly and efficiently upon discovery to help minimize damages to restore the client's account to the position it should have been in had the trading error not occurred.

Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. Generally, the client will be reimbursed for any loss incurred due to an Integrated or Adviser trade error. Gains from the trade error will either remain with the client or accumulate in an error account to offset error losses. In all circumstances involving our trade errors, clients will be "made whole." In cases where trade errors result from the client's inaccurate instructions, the trading error will remain the client's financial responsibility.

Integrated's Chief Compliance Officer is available to address any questions a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

Item 13 – Review of Accounts

No less than annually, as indicated herein and within each client's executed Advisory Agreement, client accounts are reviewed by the Investment Adviser Representative responsible for the account. Integrated's investment professionals will meet with investment management and supervisory services, ERISA - retirement and employee benefit plan benefit services, and Wrap Fee Program services clients to evaluate their accounts and will discuss, at a minimum, the client's investment objectives and financial situation to verify the suitability of investments, financial plan, and portfolio exposures to ensure the advisory services provided to clients are consistent with investment needs and objectives. More frequent reviews are triggered by material market, economic or political events, client requests, or changes in the client's financial situation, such as retirement, termination of employment, a physical move, or inheritance. Changes in tax laws, new investment information, and other changes in the client's financial or personal situation can also prompt a review. Secondary reviews are conducted randomly by a member of Senior Management and/or the CCO.

Integrated recommends financial planning and consulting services clients meet annually, at a minimum, to discuss any needed adjustments to the client's plan. Follow-up interviews are typically made to evaluate and collect client financial data to determine changes in their individual and financial circumstances, including but not limited to a marriage, divorce, birth, death, inheritance, lawsuit, retirement, job loss or disability. Other reviews can be conducted upon client request.

Each of the above reviews is conducted as part of Integrated's contracted services; clients are not assessed additional fees for the assessments.

Hourly and fixed fee consulting services clients do not customarily receive follow-up reviews. Reviews are conducted upon client request.

Managed Account Solutions (MAS) program services client accounts will undergo reviews according to the referred manager's internal procedures, as described within the account manager's Program Agreement and other account opening documents, to safeguard portfolios, allocations, and activities consistent with client objectives and risk parameters. Clients should consult their TPM's Program Agreement for exact details.

Account establishment is not required for educational seminars and workshop services clients.

Clients do not receive regular additional reviews beyond the services contracted in the Investment Management Agreement or as required under Rule 206(4)-2 of the Adviser's Act. Additional reports can be provided on an ad hoc basis.

Client Reports

Regular Reports

At the time of account inception, investment management and supervisory services, ERISA - retirement and employee plan benefit services, and Wrap Fee Program services clients will direct their custodian to send them statements at least quarterly. Custodial quarterly reports will describe all activity in the account during the preceding quarter, including holdings, account transactions, contributions, withdrawals, fees and expenses, and the beginning and ending account value of the period. Statements may also include performance, other pertinent, appropriate information, and documents necessary for tax preparation. Statements and reports are sent to the address provided by the client to Integrated and the client's custodian or a different address to which the client may request they be sent in writing.

After the initial report delivery and completion of services, Integrated financial planning and consulting services clients will receive reports summarizing Integrated analysis and conclusions as requested by the client or otherwise agreed to in writing.

According to the referred third-party manager's Program Agreement, accounts managed by Integrated's managed account solutions program services will generally receive reports directly from their referred third-party Program manager, including relevant account and market-related information. Each month clients participating in this service will receive either a written statement or electronic notice via established secure online access from their Program custodian alerting them to statement availability and describing all account activity. Clients should consult their Program Agreement for exact details.

Clients do not receive regular additional reviews beyond the services contracted in the Advisory or Program Agreement or as required under Rule 206(4)-2 of the Adviser's Act. Additional or more frequent reports can be provided according to Integrated Adviser Representative practices or ad hoc.

As noted previously, Integrated urges clients to promptly review any statements they receive directly from their custodian or otherwise upon receipt to ensure account transaction accuracy. Clients should also compare their account(s) ' investment performance against the appropriate benchmark as applicable to the type of investments held in the account and any periodic report or information from us. The reports received from Integrated may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of particular securities.

Integrated cannot guarantee the accuracy or completeness of any report or any other information provided to the client or Adviser by the custodian or another service provider to the client. Integrated encourages clients to ask questions about their assets' custody, safety, security, or any statements received and report inconsistencies. If a client believes there are any inaccuracies or discrepancies in any reports received, whether from their custodian or Adviser directly, or if they do not understand the information in any report, document or statement received, they should promptly, *and in all cases before the next statement cycle*, report any items of concern to Adviser or Integrated. Unless the client indicates otherwise, by promptly notifying Integrated in writing of concerns regarding

statements received, investments Adviser or Integrated makes in line with their stated investment objectives or on their behalf shall be deemed to conform with the client's investment objectives. Any verbal communications, inquiries, or concerns about their account statements should be re-confirmed in writing.

Item 14 – Client Referrals and Other Compensation

Client Referrals
Integrated receives client referrals from current clients, estate planning attorneys, accountants, employees, personal friends and other similar sources. The Adviser does not compensate for these referrals.

Third-Party Referrals
Integrated has entered into several agreements whereby, after appropriate due diligence, it retains the ability to select, recommend, and provide access to certain independent third-party investment advisers with whom it has entered an agreement to make their services available to guide and/or administer clients' or prospective clients' accounts. When referring clients for the services of such outside third-party managers ("TPMs"), Integrated will only refer clients for which it has reasonable grounds for believing the services of the approved TPM are suitable and appropriate and then only to TPMs registered with the Securities and Exchange Commission ("SEC") or with the applicable state(s) who comply with all applicable securities, investment adviser regulations and laws, and Advisers Act Rules. Integrated will only refer those clients to asset managers if it believes it is in their best interest according to the client's financial circumstances and investment objectives.

Integrated is compensated by the referred advisers who receive these referrals via a fee share arrangement between 15% and 50%. Shared fees will not exceed any limit imposed by any regulatory agency. Either party's written notice may terminate the Agreement between the Adviser and the referred third party. These relationships are disclosed in the contract between the Adviser and each third-party adviser and the client or prospective client. At the time of any such activities, Adviser Representatives will disclose such referral arrangements to affected clients, in writing, (1) whether they are a client or a non-client, (2) that they will be compensated for the referral, (3) the material conflicts of interest arising from the relationship and/or compensation arrangement, and (4) all material terms of the arrangement, including a description of the compensation to be provided for the referral and other such disclosures as may be required by the referred manager or state in which the referral takes place.

Integrated does not have the authority to accept client(s) on behalf of an outside referred manager. The referred TPM has no responsibility to accept any prospective client referred by Integrated. Any specific advice will be delivered to the client by the referred TPM, not Integrated. The referred managers to whom Integrated recommends clients provide the Adviser with an economic benefit for prospective clients. Although Integrated is incentivized to recommend clients to referred managers, its primary responsibility is ensuring its suitability for referred clients.

Integrated is under no obligation to continue referrals to any referred investment manager's services.

Other Compensation
Outside of the disclosures made herein, neither Integrated nor the Adviser compensates any other individual or firm for client referrals or receive compensation from another third party to provide investment advice.

Conflicts of Interest
The receipt of compensation by Integrated and its Associates directly or indirectly as described herein, presents a conflict of interest. Participating in these activities for compensation or other benefits may incentivize Integrated or an Associate to recommend products to clients based on the payment, compensation, or benefit received rather than client needs. Further, the objectivity of the advice rendered to advisory clients could be biased. Integrated addresses such conflicts of interest by requiring Associates to disclose any such activity fully, the compensation received, and the relationship. Associates satisfy the requirement by revealing to clients the nature of the transaction or relationship, their role, and any compensation paid to them by the brokerage, insurance, or other firms with which

they are affiliated. Integrated makes no assurance that the products or the products of another entity are offered at the lowest available cost.

Clients are under no obligation to act upon any Associate's recommendations or affect any transactions through the Associate should they decide to follow the suggestions received. Additional details of how Integrated mitigates interest conflicts can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics. Integrated's Code is available for review for free to any client or prospective client upon request.

Item 15 - Custody

Custodial Practices
Integrated typically does not accept physical custody of a client's securities. Clients will keep all account assets with the custodian of their choosing governed by a separate written brokerage and custodial account agreement between them and an independent and separate qualified custodian who will take possession of all account cash, securities, and other assets. Account checks, funds, wire transfers, and securities will be delivered between the client and the custodian of the record. Neither Integrated nor the Adviser is authorized to withdraw money, securities, or other property from any client custodial account except as authorized in writing by the client and permitted by the qualified custodian (e.g., deduction of advisory fees and, if applicable, client directed transfers between accounts held in the client's name). However, Integrated is deemed to have custody of certain client assets solely because one or more of its Investment Adviser Representatives engage in certain activities, such as offering a pooled investment vehicle to certain advisory clients. As a result of this arrangement, the Investment Adviser Representative, or affiliated entity, may serve in a role such as general partner, managing member, or investment manager to the pooled investment vehicle, which gives rise to custody under applicable regulations. Additional information regarding this pooled investment vehicle and related conflicts of interest is disclosed in other sections of this Brochure as applicable.

Integrated is provided with the authority to seek deduction of its fees from a client's custodial accounts. This process generally is more efficient for both the client and the Adviser. The client will directly provide written limited authorization instructions - either on the qualified custodian's form or separately, to their custodian and request the custodian provide a "transfer of funds" notice to them at their address of record after each advisory fee payment transfer occurs.

Third-Party Transfers
If Integrated is granted the authority to effect transactions other than trading within an account, it will be deemed to have custody, as such authorization permits it to withdraw funds from the client's account. Integrated requires the client to complete and sign the appropriate Standing Letter of Authorization ("SLOA") or other required documentation when facilitating transfers or distributions. Integrated's policy ensures it complies with the SEC's conditions outlined in their No-Action Letter of February 21, 2017, intended to protect client assets in such situations.

The Adviser will require:

1. the client provides an instruction to the qualified custodian in writing, which includes the client's signature, the third-party's name, and either the third-party's address or the third-party's account number at a custodian to which the transfer should be directed,
2. the client authorizes Integrated, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time,
3. the client's custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer,

4. the client can terminate or change the instruction to the client's custodian,
5. Integrated has no authority or power to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction,
6. Integrated maintains records showing that the third party is not a related party of the Adviser or located at the same address as the Adviser, and
7. in writing, the client's custodian sends the client an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Currently, Integrated is not subject to an annual surprise audit.

Third-party management program services clients will follow the custody and SLOA procedures of the Program manager. Clients should refer to the third-party manager's Program Agreement for exact details.

Item 16 – Investment Discretion

Account Management Style
Integrated advisory services are offered either on a discretionary or non-discretionary basis. Details of the relationship are fully disclosed before any advisory relationship commences, and each client's executed Investment Management Agreement reflects complete information for the account management style.

Discretionary Authority
Under discretionary account management authority, Adviser will execute securities transactions for clients without obtaining specific client consent before each transaction. Discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell,
- determine the amount of security to buy or sell, and
- determine the timing of when to buy or sell.

For this type of management style, clients will provide discretionary management style authority via written authorization granting Adviser complete and exclusive discretion to manage all investments, reinvestments, and other transactions for their account as Integrated deems appropriate in furtherance of their investment risk profile and IPS, with such changes as the client and their Adviser Representative may agree to from time to time - collectively, the "Investment Guidelines."

Discretionary authority is limited to investments within a client's managed accounts. Clients may impose restrictions on investing in particular securities or types or limit authority by providing written instructions. They may also amend/change such limitations by providing written instructions. Clients will sign a "Limited Power of Attorney" as a stand-alone document or as part of the account opening paperwork through their custodian, and Adviser will only be required to maintain or solicit clients' consent for trades made on positions explicitly discussed during the introductory interview, such as inherited stock that the client would like to hold on to for sentimental reasons or as otherwise specified.

In all cases, the discretionary authority will be exercised consistent with the stated investment objectives for the particular client account and remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in written notice to the Adviser.

Non-Discretionary Authority
Some clients may engage their Adviser Representative to manage securities on a non-discretionary account management authority. Non-discretionary account management authority requires clients to initiate or pre-approve investment transactions in their accounts before they occur. Clients may decide not to invest in securities or types

of securities and refuse to approve securities transactions. Clients will execute all documents required by Integrated or their custodian to establish the account trading authorization, and Integrated will recommend and direct the investment and reinvestment of securities, cash, and financial instruments held in the client's accounts as deemed appropriate in furtherance of the client's investment guidelines, with such changes as the client and their Adviser Representative may agree to from time to time. Under this management style, Integrated must receive approval from the client before placing any trades in the client's account. As a result, until Adviser reaches the client, no transactions will be placed in the client's account(s).

Similar to discretionary authority, the non-discretionary authority will remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in a written notice to the Adviser.

For both account management styles, if clients object to any investment decision, a mutually agreed-upon decision will be made and documented if necessary. It is always preferred that the client and Adviser engage in discussions to resolve any potential opinion differences. However, if the client repeatedly acts inconsistently with the jointly agreed upon investment objectives, Integrated or Adviser reserves the right to cancel the client's Agreement after written notice. Similarly, the client reserves the right to cancel their Agreement with the Adviser according to the Agreement provisions if they so desire.

Once an investment portfolio is constructed, Adviser will provide ongoing supervision and rebalancing of the portfolio as changes in market conditions and client circumstances may require. Integrated seeks to undertake minimal trading in client accounts to keep transaction fees, other expenses, and tax consequences associated with trading to nominal levels.

Managed account solutions program ("MAS") services client accounts will typically be managed on a discretionary basis with limited trading authorization according to the Program Agreement executed with the referred manager. Clients should consult their Program Agreement

Item 17 – Voting Client Securities

Proxy Voting

Neither Integrated nor the Adviser will ask for or accept voting authority for client securities. Clients will receive proxy material directly from the security issuer or their custodian and maintain the responsibility for exercising their right to vote proxies. Integrated is not obligated to forward copies of class action notices to clients or agents. For accounts subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), the plan fiduciary holds plan account proxy voting authority and responsibility. Proxy voting for plans governed by ERISA must conform to the plan document. If the investment manager is listed as the fiduciary responsible for voting proxies, the obligation will be designated to another fiduciary and reflected in the plan document.

While Adviser may assist a client with their proxy questions, it shall not be deemed to have proxy voting authority solely because of providing client information about a particular proxy vote in either of the above situations; it is the client's obligation to vote their proxy. Clients should contact the security issuer before making any final proxy voting decisions.

Class Action Suits, Claims, Bankruptcies & Other Legal Actions & Proceedings

A class action is a procedural device used in litigation to determine the rights and remedies for many people whose cases involve common questions of law and fact. Class action suits often arise against companies that publicly issue securities, including those recommended by investment advisors to clients.

Integrated has no obligation to advise, determine if securities held by the client are subject to a pending or resolved class-action lawsuit, or act for the client in these legal proceedings involving securities currently or previously held by the account or securities issuers. The Adviser has no duty to evaluate a client's eligibility or submit a claim to

participate in the proceeds of a securities class action settlement, verdict, or obligation to forward copies of notices received to clients or their agents.

It is the client's responsibility to respond to class action suits, claims, bankruptcies, and other legal actions/proceedings involving securities purchased or held in their account and/or to initiate litigation to recover damages on behalf of clients who may have been injured as a result of actions, misconduct, or negligence by the corporate management of issuers whose securities they hold. Neither Integrated nor the Adviser will advise or act for the client in these legal proceedings involving securities held or previously held by the account or the issuers of these securities.

Neither Integrated nor the Adviser provide legal advice or engage in any activity that might be deemed to constitute the practice of law or accountancy and is not obligated to forward copies of class action notices received to clients or their agents.

Item 18 – Financial Information

Balance Sheet
Adviser does not require or solicit prepayment of more than $1,200 in fees per client, six months or more in advance, and therefore does not need to include a balance sheet with this brochure.

Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients
Neither Integrated, its management, nor the Adviser has any financial conditions that will likely impair its ability to meet contractual commitments to investors. Nor has it been involved in an award or otherwise found liable in an arbitration claim alleging damages in excess of $2,500 or any investment or investment-related activity concerning fraud, false statements or omissions, theft, embezzlement or the other wrongful taking of property, bribery, forgery, counterfeiting or extortion, dishonest, unfair or unethical practices, or found liable in a civil, self-regulatory organization or administrative proceeding involving investment or investment-related activity involving the preceding. Integrated has no additional financial circumstances to report.

Bankruptcy Petitions in The Previous Ten Years
Integrated has no financial impairment that will preclude it from meeting contractual client commitments. The Adviser meets all net capital requirements to which it is subject and has not been the subject of a bankruptcy petition in the last ten years.