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This brochure is dated May 13, 2026.

Clarity Financial, LLC (hereinafter referred to as RIA Advisors, the Adviser, our, and/or we) is registered with the Securities and Exchange Commission (SEC) as an investment advisor doing business as RIA Advisors. Registration of an investment advisor does not signify or imply any level of skill or training.

This brochure provides information about the qualifications and business practices of RIA Advisors. If you have any questions about the contents of this brochure, please contact us at 832-940-7288 or michole@riaadvisors.com. 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 RIA Advisors also is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 - MATERIAL CHANGES

Please note that there are the following "material changes" contained to this Brochure since our last annual amendment filing on February 6, 2025:

- The firm updated its ownership, adding Accelerated Wealth as an owner. (Item 4)
- The firm added additional risk factors relevant to its business. (Item 8)
- The firm updated its Client Referral disclosure. (Item 14)
- The firm added custody via Standing Letters of Authorization (SLOA). (Item 15)
- Michole Fields has been appointed to serve as Chief Compliance Officer for RIA Advisors. References to the CCO and certain contact information in this brochure have been updated to reflect this change.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Michole Fields, CCO, at 832-940-7288 or michole@riaadvisors.com.

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ITEM 4 - DESCRIPTION OF OUR ADVISORY BUSINESS

RIA Advisors has operated as an investment adviser since 2009. As of December 31, 2025, RIA Advisors had $1,840,574,021 in client assets under management.

Clarity Financial, LLC (RIA Advisors) is a wholly owned subsidiary of Clarity Financial Holding Company, LLC. . Lance Roberts, Richard Rosso, Vigil Capital, Inc. and JCF AWP Holdco II LLC are indirect owners of Clarity Financial, LLC.

Asset Management

RIA Advisors primarily provides fee-based investment advisory services. Our main business is "managing investment advisory accounts." Specifically, this service describes:

A) Determining what your current financial situation is and what you want to accomplish with your investments over time;
B) Developing a plan that is tailored to your situation;
C) Buying and selling investments on your behalf to accomplish the life goals you have.

RIA Advisors may also provide ongoing advice on assets held away at custodians with which RIA Advisors does not have a relationship. This includes direct management of 401ks, 403bs, 529 plans, and other assets where RIA Advisors has discretion and may leverage an Order Management System to implement allocation or rebalancing strategies on behalf of the client. The client securely logs into the order management system and allows RIA Advisors to manage accounts without taking custody of assets. RIA Advisors regularly reviews the current holdings and available investment options in these accounts, monitors the accounts, rebalances and implements RIA Advisors' strategies as necessary. In limited circumstances, RIA Advisors provides ongoing advice for non-discretionary, held-away accounts.

Financial Planning

RIA Advisors will provide a financial planning services to certain clients either as a component of asset management services or pursuant to a written financial planning agreement. Services are offered in several areas of a client's financial situation, depending on their goals and objectives.

RIA Advisors will generally create a financial plan covering the following areas, depending on the client's needs:

A) Fundamentals-Budgeting, Net Worth Statement, and Cash Flow Analysis;
B) Investment Planning-Determine risk tolerance, create investment strategy for each goal, provide recommendations on company retirement plan;
C) Risk Analysis-Insurance review of all policies covering Life, Health, Property, and Casualty to ensure adequate coverage at competitive prices;
D) Income Tax Planning-Review overall tax strategy as it pertains to small business, investment vehicles, and account tax status;

E) Estate Planning-Review will and make sure account registration reflects strategy contained in will. Discuss life planning events and create estate strategy around those events.

Specifically, RIA Advisors offers three different categories of financial planning services:

1) RIA Goal Horizons – A modular, goal specific plan to help answer one question of the client's choosing (How to maximize Social Security, save for a college education, etc.)
2) RIA Comprehensive Strategy – A comprehensive financial plan designed to be an ongoing roadmap to pursue financial needs, wants, and wishes. The strategy is customized based on our study of inflation, market returns and healthcare trends.
3) RIA Custom – An individually designed plan customized to the request(s) of the client.

Subadviser Services

RIA Advisors may also act as a subadviser to advisers unaffiliated with RIA Advisors. These third party advisers would outsource portfolio management services to RIA Advisors. This relationship will be memorialized in each contract between RIA Advisors and the third party advisor.

Plan Services

RIA Advisors will provide tax-qualified employee retirement plans ("Client") with continuous and regular supervisory or management services as set forth below in connection with the securities, cash and or other investments (the "Account Assets") held from time to time in the Account. RIA Advisors shall provide such services to Client, on a non-discretionary basis, and in accordance with the objectives as heretofore specified by Client, and in accordance with the Investment Policy Statement of the Plan ("IPS"). Additionally, RIA Advisors shall make recommendations, consistent with the IPS, as to diversified menu of investment funds to be offered to Plan Participants and beneficiaries covered by the Plan. From time to time, Client and RIA Advisors may amend, modify, or revise the below services as needed to reflect, on a prospective basis, changes in the description of services. Services to be provided:

A) Creation of customized Investment Policy Statement- Creation of due diligence procedures for adding or removing an investment from platform;
B) Annual review of Investment Policy Statement;
C) Creation of Education Policy Statement-decide the content, method and frequency of distribution to plan participants;
D) Annual review of Education Policy Statement-Review for potential refinement or updating of material;
E) Annual review of QDIA to ensure compliance with DOL and ERISA standards;
F) Plan design consultations as needed to keep up with industry changes;

G) Comprehensive service provider review annually-cost benefit analysis of all service providers including RIA Advisors. Review of cost to ensure competitive pricing compared to industry;
H) Annual SAFE review- Self-Assessment of Fiduciary Excellence (SAFE) and Consultant's Assessment of Fiduciary Excellence (CAFE). SAFE is a review of understanding of fiduciary care a form of a self-audit;
I) Review of Fidelity Bond-Should have policy that allows incremental increases as the plan grows. If not will provide annual assessment to see if more coverage is needed;
J) Annual testing results of plan- Goal is to have 80% employee participation and will recommend strategies to reach goal;
K) Quarterly review of plan- Review investments on platform, confirmation of annual notices sent to participants, review changes of retirement plan contribution limits and ensure TPA has necessary information for filing;
L) Continual Fiduciary education of 401k committee;
M) Continual Employee education- will work in partnership with plan service provider to maintain continuity;
N) One on one participant consultations in person or over the phone;
O) One on one consultation with terminated employees to provide education around the choices they have.

ERISA Fiduciary

The Adviser provides advisory services, which include providing retirement Plan Sponsors or other plan fiduciaries ("Plan Sponsors") investment advisory and management services by assisting plans in establishing and/or maintaining a consistent and ongoing documented process of prudent oversight and due diligence. The Adviser provides services to clients that sponsor a retirement plan that is qualified under the Internal Revenue Code of 1986, as amended (the "IRC") and/or subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). Services may include benchmarking, plan design strategies, analysis, fiduciary consulting and oversight, plan level investment advice and investment fund selection and monitoring services, and some employee education services. In regard to fund selection, the Adviser employs the fi360's research and analytical analysis to score mutual funds as part of its selection process.

The Adviser does not act as, and has not agreed to assume the duties of, a Plan trustee or the "Plan Administrator," as defined under section 3(16) of ERISA nor as trustee as described by SEC Rule 206(4)-2. The Adviser has no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, to provide participant disclosures or communications, to ensure contributions are timely received by the Plan or to exercise any other action with respect to the management, administration or any other aspect of the Plan.

The Adviser's services are offered to assist plan fiduciaries as they carry out their investment related responsibilities and these services should not substitute for or diminish the careful deliberation and determination of plan fiduciaries, after appropriate consultation with their other professional advisers and the review of relevant plan documentation.

As a fiduciary, we have duties of care and of loyalty to you and are subject to obligations imposed on us by the federal and state securities laws. As a result, you have certain rights that you cannot waive or limit by contract. Nothing in our agreement with you should be interpreted as a limitation of our obligations under the federal and state securities laws or as a waiver of any non-waivable rights you possess.

Non-Discretionary 3(21) Fiduciary Services

When the Adviser performs "3(21) Fiduciary Services," the Adviser will act as a co-fiduciary "investment adviser" that provides "investment advice" as defined under Section 3(21) of ERISA. Under this arrangement, the Adviser is appointed by the plan sponsor or trustee to determine a recommended lineup of investments to be included in the Plan. These recommendations are presented to the Plan Sponsor, who has the ultimate responsibility to accept or reject the recommendation. The Adviser will not have any further responsibility to communicate instructions to any third-party, including the custodian, and/or third-party administrator. The Adviser will not communicate directly with the recordkeeper regarding administrative and recordkeeping matters arising under the Adviser's investment advisory agreement with the Plan Sponsor, or more generally about the recordkeeper's services to the Plan.

The Adviser will provide the Plan Sponsor with a sample investment policy statement. Each retirement Plan Sponsor should adopt a final investment policy statement ("IPS") which serves as a guide for the Adviser's investment advisory services. The Adviser offers the following 3(21) services:

- Investment screening
- The selection of replacement funds to which existing Plan balances may be transferred
- Assisting clients to finalize a Plan's investment lineup of funds available for investment by Plan participants and used for other administrative purposes under the Plan
- Assisting clients with electing a "qualified default investment alternative" as defined in section 404(c)(5) of ERISA
- Quarterly plan review meetings – including review of Investment Funds

In the Adviser's capacity as a 3(21) plan fiduciary, they will conduct research to determine appropriate investment selections and allocations and to project potential ranges of returns and market values over various time periods and using various cash flows to assist the Plan Sponsor in determining the appropriate investment options for the retirement plan.

The data used to select the investment options is based on estimated, forward-looking performance of various asset classes and subclasses to create our forward-looking capital markets assumptions (e.g., expected return, expected standard deviation, correlation, etc.). Past performance and the return estimates of the asset classes and the indices that correspond to these asset classes may not be representative of actual future performance. Actual results could differ, based on various factors including the expenses associated with the management of the portfolio, the portfolio's securities versus the securities comprising the various indices and general market conditions. Before a specific investment is selected, other factors such as economic trends, which may influence the choice of investments and risk tolerance, should be considered. The Adviser has the responsibility and authority to recommend the investment line up including evaluating investment managers and mutual fund companies, individual mutual funds, and money market funds which may be retained or replaced. The Plan Sponsor has the responsibility and authority to make the final decision regarding what investments to include and when to add or exclude a specific security.

Wrap Program
Adviser does not participate in any wrap fee programs.

ITEM 5 - FEES AND COMPENSATION

Asset Management

For asset management RIA Advisors is compensated by advisory fees that are based on a percentage of assets under advisory management. The maximum percentages charged, based on assets under management, are set out on our fee schedule as follows:

Net Asset Value	Annualized Fee
$0.00 - $2,000,000	1.25%
$2,000,001 - $4,000,000	1.00%
$4,000,001 +	0.90%

The Advisory Fee will be based on the Net Asset Value of the assets under management in the Account, including cash and accrued interest. The "Net Asset Value" of the Account shall mean the current value of the Account on the last business day of the respective quarterly period. Fees are calculated by multiplying the Net Asset Value of the account by the relevant percent and dividing such product by 365 days then multiplying product by days contained within current quarter. Accounts opened in mid-quarter will be assessed a pro-rated management fee. Normally, fees are payable one-time fee paid in advance, but the customer can negotiate the payment of fees in arrears. Fees may be deducted from client's account(s) within ten (10) days following the end of the month or quarter for which said fees will be incurred. All advisory fees are based on bundled pricing. Fees are withdrawn directly from the client's accounts with client's written authorization or may be invoiced and billed directly to the client; clients may select the method in which they are billed payable via cash, check, or wire. Invoiced fees will be paid via online payment processing. Currently RIA Advisers utilizes PayPal.

Any client charged a quarterly fee in advance will be given a pro-rata refund of fees, if services are terminated prior to the end of the quarter billed.

Fees are calculated on an incremental basis and are subject to change with 30 days written notice. Notwithstanding the above, based upon pre-existing relationships, assets under management and other factors relevant to an engagement, the actual fees charged can be less than those set out above. Fees are withdrawn directly from client account with client written authorization & Invoiced and payable via cash, check, or wire. Fees are paid quarterly and in advance.

Either party can terminate at any time by giving thirty (30) days prior written notice of such termination to the other party. If the Account is to be liquidated as the result of a termination notice, the parties understand that the process of liquidation can take up to five (5) trading days following the date RIA Advisors received the liquidation request.

Transaction Costs: Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients generally incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

The above fee schedule includes RIA Advisors' held-away account services through the Pontera a third-party online platform for direct management of 401ks, 403bs, 529 plans, and other assets for which RIA Advisors does not have custody and are held at custodians other than those RIA Advisors recommends. RIA Advisors is not affiliated with the platform in any way and receives no compensation from them for using their platform. A link will be provided to the client allowing them to connect an account(s) to the platform. Once client account(s) is connected to the platform, RIA Advisors will review the current account allocations. When deemed necessary, RIA Advisors will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. Fees are based on the assets within these accounts according to the valuation of the accounts at the close of the quarter as valued by the account custodian. RIA Advisors strongly encourages Client to confirm the market values for accuracy against Client's custodian statements.

<u>Securities Backed Line of Credit:</u> For certain clients, RIA Advisors will recommend and can facilitate the establishment of Securities Backed Line of Credit (SBLOC) / Non-Purpose Loans through a third-party bank. An SBLOC is a bank line of credit collateralized by the assets of the managed account. An SBLOC enables clients to access non-purpose credit that is secured by that client's brokerage and/or advisory portfolio. The maximum amount of the credit given depends on the lending value of the portfolio. Securities Backed Lending creates additional risks for managed account clients including, but not limited to being subject to a collateral call due to a drop in the account's value attributable to downward market movement, market volatility and credit exposure. All these can lead to collateral shortfalls and cause the bank which has extended the credit, to ask the managed account client for additional collateral or can cause the liquidation of existing collateral to satisfy the collateral shortfall. Such a circumstance can result in the failure to reach investment goals. Any securities-based lending fees and interest are separate and in addition to any fees paid pursuant to the RIA Advisors investment

management agreement. These types of loans are not suitable for all investors and carry a number of other risks (please refer to Item 8 below for further details on risks). Clients should not obtain such a loan or line of credit without fully understanding the benefits and risks.

There also is a conflict of interest between RIA Advisors and a client implementing a SBLOC, mainly due to the fact that the proceeds a client receives from an SBLOC can be used in place of the client having to withdraw assets from their account managed by the Firm. Therefore, the Firm continues to receive fees on the securities in the account even though they are used as collateral. To address this conflict, RIA Advisors provides disclosures to clients, mainly through delivery of this Form ADV Part 2A, and has implemented policies and procedures to help ensure that all recommendations being provided to clients are suitable and the clients are aware of all material risks and conflicts. For further information about these types of loans, please refer to the Investor Bulletin issued by the SEC at https://www.sec.gov/oiea/investor-alerts-bulletins/sbloc.html

ERISA 3(21) Fees

The standard fee schedules for the Non-Discretionary 3(21) Fiduciary Services program is as follows:

Net Asset Value	Annualized Fee
0-$500,000	.75%
$500,001-$1,000,000	.65%
$1,000,001-$2,000,000	.55%
$2,000,001-$3,000,000	.45%
$3,000,001 and Over	negotiable

ERISA 3(38) Fees

The standard fee schedules for the Discretionary 3(38) Fiduciary Services program is as follows:

Beginning Value	Ending Value	Annualized Fee
$0.00	$500,000.00	0.75%
$500,001.00	$1,000,000.00	0.65%
$1,000,001.00	$2,000,000.00	0.55%
$2,000,001.00	$3,000,000.00	0.45%
$3,000,001.00	Or Higher	negotiable

You may also incur fees related to your use of outside service providers including third-party administrators and record keepers. The fee schedule for each outside service provider varies dramatically from service provider to service provider. The service provider's fees will also vary from plan to plan as each plan's structure and characteristics are different from the next.

We believe our services help plan sponsors and plan fiduciaries meet their fiduciary duty to the plan and its participants. As a part of our services, we review the fees of service providers and the transparency of their fees. We will assist the plan sponsors with a review of service providers including the third-party administrator, daily record keeper, and custodian to ensure that their services, along with ours, remain competitive to alternatives that are available. Fee are withdrawn directly from client account with client written authorization & Invoiced and payable via cash, check, or wire. Fees are paid quarterly and in advance.

Financial Planning

Client agrees to pay RIA Advisors:

RIA Goal Horizons –$400 one-time fee paid in advance.

RIA Comprehensive Strategy –$5,000 one-time fee paid in advance.

RIA Custom: An individually designed plan and fee (one-time/monthly/annually)

Fees are invoiced and payable via online payment processing. Currently RIA Advisers utilizes PayPal. Clients do not have to pay a financial planning fee.

Subadviser Services Fees

RIA Advisors may also act as a subadviser to unaffiliated third party advisers and RIA Advisors would receive a share of the fees collected from the third party adviser's client. The fees charged are negotiable and will not exceed any limit imposed by any regulatory agency. This relationship will be memorialized in each contract between RIA Advisors and the third party adviser. Subadviser fees may be withdrawn from client's accounts or clients may be invoiced for such fees, as disclosed in each contract between RIA Advisors and the applicable third party adviser.

Plan Services

RIA Advisors' compensation for managing the Account shall be at the percentage per annum of the "Net Asset Value" (defined below) of the Account as follows:

Net Asset Value	Annualized Fee
$0-$500,000	0.75%
$500,001-$1,000,000	0.65%
$1,000,001-$2,000,000	0.55%
$2,000,000-$3,000,000	0.45%
$3,000,001 and over	Negotiable

The Adviser reserves the right to negotiate all fees for all services at its discretion based on prior relationships, nature of service provided, etc.

ITEM 6 – PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

RIA Advisors does not charge performance-based fees and does not engage in side by side management.

ITEM 7 - TYPES OF CLIENTS

RIA Advisors provides advisory services to individuals, high net worth individuals, charitable organizations and to small businesses, such as sole proprietorships, partnerships, and small corporations.

Additionally, the Adviser provides investment advisory services to the following types of clients:

- Tax-qualified retirement plans (both defined benefit and defined contribution) that are intended to receive favorable tax-treatment under section 401(a) or 403(b) of the IRC
- Non-qualified executive deferred compensation plans
- Other types of retirement plan types as may be introduced to the Programs.

The Adviser requires a $15,000 account minimum, waivable at its discretion.

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS

RIA Advisors will rely on standard industry methods of analysis. This includes fundamental analysis, which seeks to buy investments that have a correlated reward to risk potential. It also includes technical analysis, which looks for pricing patterns that indicate potentially advantageous times to buy or sell securities. Our analysis can encompass value investing, which seeks to buy securities that are priced lower than the financial data underlying the securities indicate is their actual worth.

RIA Advisors will use business-oriented media sources and other publicly available sources of information to gather information on securities.

Investment strategies will be based on client needs. RIA Advisors can formulate strategies for clients desiring growth of the investments, current income, tax advantages, or preservation of their assets.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

Market Risk. Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of Client investments. This is also referred to as systemic risk.

Private Placements. Private Placements carry a substantial risk as they are largely unregulated offerings not subject to securities laws.

Equity (stock) Market Risk. Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If Client held common stock, or common stock equivalents, of any given issuer, client would generally be exposed to greater risk than if Client held preferred stocks and debt obligations of the issuer.

Mutual Funds. Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond (fixed income) nature or stock (equity) nature, or a mix of multiple underlying security types.

Exchange Traded Funds (ETFs) Risk. An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Because ETFs use "authorized participants" (APs) as agents to facilitate creations or redemptions (primary market), there is a risk that an AP decides to no longer participate for a particular ETF; however, that risk is mitigated by the fact that other APs can step in to fill the vacancy of the withdrawing AP [an ETF typically has multiple APs] and ETF transactions predominantly take place in the secondary market without need for an AP. Like other liquid securities, ETF pricing changes throughout the trading day and there can be no guarantee that an ETF is purchased at the optimal time in terms of market movements. Moreover, due to market fluctuations, ETF brokerage costs, differing demand and characteristics of underlying securities, and other factors, the price of an ETF can be lower that the aggregate market price of its cash and component individual securities (net asset value – NAV). An ETF is subject to the same market risks as those of its underlying individual securities, and also has internal expenses that can lower investment returns.

In addition to the risks discussed above, clients should consider the following risks:

- Financial Market Volatility. Financial markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Different sectors of the market can react differently to these developments.
- Foreign Exposure. Mutual funds and ETFs which are invested in foreign markets can be more volatile than the U.S. market due to increased risks of adverse issuer, political, regulatory, market, or economic developments and can perform differently from the U.S. market.
- Concentration Risk. A fund may be exposed to a particular sector, region, product, or industry that experiences volatility.
- Manager Risk. A fund manager's investment process, techniques, and analysis may not produce the desired results.
- Leverage. A fund or company in which a fund holds shares may utilize borrowed capital to augment the potential for return thereby concomitantly increasing exposure to debt.
- Layering of Expenses and Fees. Mutual funds and ETFs are subject to fees and expenses that are paid by an investor which are in addition to our advisory fees.
- Liquidity. Although typically associated with micro-cap and small-cap stocks or securities, liquidity risks can arise during times of market financial crisis. The risk arises when there is a lack of marketability for a fund's underlying security that cannot be bought or sold quickly enough to prevent or mitigate a loss.

Leverage/Margin Risk. The use of borrowed capital, such as margin, to increase the potential return of an investment may increase the risk of an investment and can magnify the effect of any losses. The use of leverage is a speculative technique and may not be suitable for all investors. Using borrowed money (whether through trading on margin or any other method of borrowing) to finance the purchase of securities involves interest charges and entails greater risk than using cash resources only.

Economic Risk. Economic Risk is the chance that macroeconomic conditions like exchange rates, government regulation, or political stability will affect an investment, usually one in a foreign country.

Political Risk. Political Risk, also known as geopolitical risk, is risk an investment's returns could suffer as a result of political changes or instability in a country. This becomes more of a factor as the time horizon of an investment gets longer. Instability affecting investment returns could stem from a change in government, legislative bodies, other foreign policy makers or military control.

Regulatory Risk. Regulatory Risk is the risk that a change in laws and/or regulations will materially impact a security, business, sector or market. These changes can increase the costs of operating a business, reduce the attractiveness of an investment, or change the competitive landscape, and are made by either the government or a regulatory body.

Liquidity Risk. Liquidity risk stems from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss. It is typically reflected in unusually wide bid-ask spreads or large price movements. Typically, the smaller the size of the security or its issuer, the larger the liquidity risk.

Alternative Investments. Alternative investment products, including real estate investments, notes & debentures, hedge funds and private equity involve a high degree of risk, often engage in leveraging and other speculative investment practices that may increase the risk of investment loss, can be highly illiquid, are not required to provide periodic pricing or valuation information to investors, may involve complex tax structures and delays in distributing important tax information, are not subject to the same regulatory requirements as mutual funds, often charge high fees which may offset any trading profits, and, in many cases, the underlying investments are not transparent and are known only to the investment manager.

Alternative investment performance can be volatile. An investor could lose all or a substantial amount of the investment. Often, alternative investment funds and account managers have total trading authority over their funds or accounts; the use of a single advisor applying generally similar trading programs could mean lack of diversification and, consequently, higher risk. There is often no secondary market for an investor's interest in alternative investments, and none is expected to develop. There may be restrictions on transferring interests in any alternative investment. Alternative investment products often execute a substantial portion of their trades on non-U.S. exchanges. Investing in foreign markets may entail risks that differ from those associated with investments in U.S. markets. Additionally, alternative investments often entail commodity trading, which involves substantial risk of loss.

Modern Portfolio Theory ("MPT"), RIA Advisors applies the tenets of Modern Portfolio Theory ("MPT"), which, in part, states that when investing, risk must be considered as well as return. We attempt to maximize a portfolio's expected return for a given amount of portfolio risk.

Securities Back Line of Credit (SBLOC) Risk. The main risks surrounding SBLOCs include: (i) failure to perform by the lender due to financial instability, (ii) tax consequences and loss of appreciation due to premature sale of the securities used as collateral, (iii) lack of funds to repay the loan, and (iv) high cost and high interest rate charges

All investments involve risk of loss. RIA Advisors will always attempt to manage the risk of loss and avoid permanent declines or reduction in value of the clients' original investment, but there is no guarantee that any investment strategy used will not result in loss of some or all of the investment. Investing in securities involves risk of loss that clients should be prepared to bear.

Cybersecurity Risk. The computer systems, networks and devices used by RIA Advisors (and service providers to us and our clients) to carry out routine business operations employ a variety of protections designed to prevent damage or interruptions from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks, or devices potentially can be breached. A client could be negatively impacted because of a cybersecurity breach.

Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. Cybersecurity breaches may cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information.

Similar adverse consequences could result from cybersecurity breaches affecting issuers of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, and other financial institutions; and other parties. In addition, substantial costs may be incurred by these entities to prevent any cybersecurity breaches in the future.

ITEM 9 - DISCIPLINARY INFORMATION

RIA Advisors does not have any disciplinary items to disclose to our customers.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

RIA Advisors is affiliated by common ownership with RIA Global Research, LLC (dba SimpleVisor), an SEC-registered investment adviser. RIA Advisors and SimpleVisor share Supervised Persons and, with respect to certain Supervised Persons, also share office space.

RIA Advisors is affiliated by common ownership with Alora Consulting, LLC, a firm that offers insurance products to RIA Advisors' customers and other persons. Alora Consulting, LLC offers general lines of Life, Health, Accident, Property, and Casualty Insurance.

RIA Advisors is affiliated by common ownership with RIA Insurance Agency, LLC, a firm that offers insurance products to RIA Advisors' customers and other persons. RIA Insurance Agency, LLC offers general lines of Life, Health, Accident, Property, and Casualty Insurance

All Investment Adviser Representatives of RIA Advisors are also insurance agents with Alora Consulting, LLC and/or RIA Insurance Agency, LLC. To the extent insurance products are purchased thorough our advisors by advisory clients, our advisors will be paid a commission. This creates a conflict of interest as there is an incentive for our representatives to recommend insurance products based on the compensation received, rather than on the client's needs. Notwithstanding such conflict of interest, RIA Advisors manages this conflict of interest by monitoring the suitability of such insurance products as a portion of the client's investment needs, by utilizing insurance products only where it is in the client's best interest, and after consultation with the client regarding the insurance products, which consultation includes the disclosure of such potential conflicts in accordance with our fiduciary duty as the client's adviser.

RIA Advisors is affiliated by common ownership with RIA Global Research, LLC, an online automated investment adviser offering automated, online investment advisory and portfolio management services on a continuing basis to retail clients through www.simpleadvisor.com. RIA Advisors will refer clients to RIA Global Research, LLC and clients should be aware that this is a conflict of interest due to the affiliation by common ownership. RIA Advisors always acts in the best interest of the client and clients always have the right to decide whether or not to utilize the services of RIA Global Research, LLC.

ITEM 11 - CODE OF ETHICS, PARTICIPATION IN CLIENTS TRANSACTIONS AND PERSONAL TRADING

RIA Advisors has prepared a firm wide Code of Ethics for our investment professionals; the Code emphasizes the obligations of our firm and its employees to act in the best interests of our clients in providing investment advice. The Code of Ethics also specifies conduct prohibited by RIA Advisors. Violations of the Code are cause for disciplinary action. The Code also requires vigorous enforcement of the Code. A full and complete copy of the Code of Ethics will be provided to our clients and to prospective clients at their request.

RIA Advisors will not normally participate in client transactions. The investments that we recommend will normally be:

- mutual funds or ETFs operated by unrelated fund managers;
- widely traded equities or bonds;
- money market funds; or
- other broadly traded investments in which RIA Advisors or its affiliates have no financial interest.

Recommending that a client invest in an entity that an RIA Advisors employee has a material (more than 1%) interest will be absolutely prohibited.

There can be rare circumstances in which a cross trade happens (this is where one customer buys or sells a security that another customer owns or is acquiring); any cross trades will be executed by the clearing firm or other custodial entity and take place at prevailing market prices. RIA Advisors will be limited in any potential cross trading involving customer securities.

RIA Advisors employee trading will be monitored and recorded. Our Code of Ethics prohibits trading ahead of a customer order or using any other scheme to obtain a better price on securities than the price a customer would pay when we have a customer ratification of an order in hand.

ERISA Conflicts of Interest

We act in a fiduciary capacity as required by SEC and state Regulations. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We also adhere to the fiduciary standards of ERISA for all ERISA accounts. We adhere to the Impartial Conduct Standards which includes the "best interest" standard, reasonable compensation and no misrepresentation of information. We have policies and procedures in place to monitor our adherence to our fiduciary obligation. We strive to do what is in the best interests of all the accounts we advise.

ITEM 12 - BROKERAGE PRACTICES

RIA Advisors has custodial and trade execution arrangements in place with unaffiliated firms, including Fidelity (CRD# 7784) and Pershing (CRD# 36671) (collectively referred to herein sometimes as ("Custodians").

RIA Advisors can suggest which Custodian the client should use at the beginning of the advisory relationship, but the decision for which broker to execute trades and act as custodian of assets rests with the client. RIA Advisors will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodians.

Aggregation of orders. The client assets under direct management of RIA Advisors are managed in accordance with a specific strategy and customized for each individual client. It can be advantageous if RIA Advisors aggregates orders for purchases or sales of securities. If that is done, all clients would receive the same price, typically an average price, on the securities purchased in an aggregate order. Trades are reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy.

Trade Errors. Trade errors are generally corrected through the use of a "trade error" account or similar account at the client's custodian. Gains and losses resulting from trade errors settled in the Fidelity error account are netted and reset at the end of each quarter. RIA Advisors is responsible for covering any losses, while gains are "donated" and not kept by RIA Advisors. Conflicts of interest in maintaining a trade correction account are mitigated by RIA Advisors' policies and procedures designed to identify and resolve trade errors promptly, and the requirement that Fidelity approve the trade error correction.

As it relates to ERISA Plan business, the Adviser's model does not involve transactional business and, consequently, the Adviser does not currently engage brokers in any transactional capacity.

Best Execution

As a fiduciary, RIA Advisors must seek best execution for client transactions, which includes consideration of a client's total costs or proceeds and the quality of broker-dealer services. Ultimately the determinative factor in our best execution analysis is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution for the managed account.

To address its best execution obligation, RIA Advisors (i) maintains best execution policies and procedures designed to address our current business; (ii) monitors qualitative factors related to our Custodians including execution capability, financial responsibility and responsiveness of the execution performance; and (iii) conducts ongoing due diligence of the Custodian's execution to verify that that prices received were favorable under prevailing market conditions.

Additionally, with respect to mutual funds, the duty to seek the most favorable terms reasonably available under the circumstances gives rise to the recognition by RIA Advisors that the management of overall investment expenses requires a balance between choosing the most appropriate share class investment for a client portfolio that offers no loads, transaction fees or commissions and using a vehicle with a low annual expense ratio. However, in managing the client portfolio assets, RIA Advisors will balance the benefits of investing in mutual funds that are considered "no-load, no transaction fee" at the Custodian, as opposed to using a fund with a transaction fee or commission but which carries a much lower annual operating expense ratio.

Research and Other Soft Dollar Benefits
Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. RIA Advisors does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, RIA Advisors receives certain economic benefits from the Custodians. Please see Item 14 below.

RIA Advisors does not receive any compensation from any third party in connection with the recommendation for establishing an account.

ITEM 13 - REVIEW OF ACCOUNTS

It is RIA Advisors' policy to formally review each customer account at least once a year and, in most cases, the review will be done each quarter. RIA Advisors will review for investment performance, conformance with the client's portfolio model, and accuracy of charges assessed to the client. Clients will generally receive monthly reports from the custodian detailing their individual assets and all activity in the client's account, unless the client requests a more frequent basis. Some less active accounts receive quarterly reports from the custodian.

Any items needing follow-up will be documented and brought to the attention of the customer, if necessary. RIA Advisors' customers may request an account review at any time.

Reviews will be done by Connie Mack, Managing Member.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

As noted in Item 12 above, RIA Advisors does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, RIA Advisors receives certain economic benefits from the Custodians.

RIA Advisors has established the institutional relationships with the Custodians to assist in managing client accounts. Access to the respective Custodian platforms are provided at no charge to RIA Advisors The Custodian platforms include brokerage, custody, administrative support, recordkeeping, technology, and related services designed to support registered investment advisors like RIA Advisors. These services are intended to serve the best interests of clients.

<u>Participation in Institutional Advisor Platform (Fidelity)</u>
RIA Advisors has established an institutional relationship with Fidelity to assist in managing client accounts. As part of the arrangement, Fidelity also makes available to RIA Advisors, at no additional charge, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies. RIA Advisors may also receive additional services and support from Fidelity. As a result of receiving such services for no additional cost, RIA Advisors has an incentive to continue to use or expand the use of Fidelity's services. RIA Advisors examined this potential conflict of interest when it chose to enter into the relationship with Fidelity and has determined that the relationship is in the best interests of clients and satisfies its client obligations, including its duty to seek best execution. Please see Item 12 above.

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

Client Referrals

RIA Advisors has arrangements in place with certain third parties, called promoters, under which such promoters refer clients to us in exchange for a percentage of the advisory fees we collect from such referred clients. Such compensation creates an incentive for the promoters to refer clients to RIA Advisors, which is a conflict of interest for the promoters. Rule 206(4)-1 under the Advisers Act addresses this conflict of interest by, among other things, requiring disclosure of whether the promoter is a client or a non-client and a description of the material conflicts of interest and material terms of the compensation arrangement with the promoter. Accordingly, RIA Advisors requires promoters to disclose to referred clients, in writing: whether the promoter is a client or a non-client; that the promoter will be compensated for the referral; the material conflicts of interest arising from the relationship and/or compensation arrangement; and the material terms of the compensation arrangement, including a description of the compensation to be provided for the referral.

ITEM 15 – CUSTODY

RIA Advisors is will be deemed to have limited custody of client accounts when it deducts fees from client accounts. All Clients must place their assets with a "qualified custodian." All client assets, in direct management situations, will be held at Fidelity, Pershing, or other qualified custodians with whom we have such arrangements, if the client accepts our recommendation to use brokers with whom we have an existing business arrangement. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

Custody is also disclosed in Form ADV because RIA Advisors has authority to transfer money from client account(s), which constitutes a standing letter of authorization (SLOA). Accordingly, RIA Advisors will follow the safeguards specified by the SEC rather than undergo an annual audit.

If the client does not accept RIA Advisors' recommendation for a broker, the client will be advised to select their own custodial broker with whom to place their account. The client will also be told that in this case, they will have the responsibility for executing any investment advice; in other words, the client will need to place buy or sell orders with their own broker to receive the full benefit of our investment advice.

Any requests for fund withdrawals must be directed to the broker holding the client's funds.

RIA Advisors does not collect advance fees of $1,200 or more for services to be performed six months or more in the future.

ERISA

If authorized by the Plan Sponsor, the Adviser has the ability to debit fees directly from the Plan Sponsor's bank account through the submission of a billing file to the plan custodian, however, the Adviser does not have authority to possess or take actual custody of clients' funds or securities. Plan Sponsors and plan participants should receive at least quarterly statements from the recordkeeper, and Plan Sponsors and participants should carefully review such statements.

ITEM 16 - INVESTMENT DISCRETION

RIA Advisors normally manages client accounts on a discretionary basis. In order to receive full discretionary authority, Client must grant RIA Advisors limited power of attorney over Client account or authorize RIA Advisors to act on your behalf, in which case we will buy or sell securities in your account at our sole discretion without your prior approval of each trade. Client may impose reasonable limitations on this discretionary authority by notifying us in writing. Clients can request that the account be managed on a non-discretionary basis, whereby RIA Advisors will be required to contact the Client prior to implementing changes in the Client Account. Due to market conditions, this can impair

RIA Advisors' ability to make rapid changes in a customer's account should market conditions warrant quick changes of allocations and investments. All accounts, whether they are managed with discretion or without, are frequently, but no less than annually, reviewed for performance, compliance with the investment plan, and adherence to any special instructions given to us by the account owner.

ERISA

As further described in Item 4 above, under 3(21) Fiduciary Services, the Adviser exercises limited discretion over Plan assets in that it makes investment recommendations to Plan Sponsors, but the Plan Sponsor may or may not implement the recommendation(s).

In performing discretionary management services, the Adviser is acting as an "investment manager" (as that term is defined in Section 3(38) of ERISA) and as a fiduciary to the Plan and shall act *with* the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

ITEM 17 - VOTING CLIENT SECURITIES

RIA Advisors does not vote proxies and or provide any advice or inducement to clients on any proxy vote. For clients with accounts that are directly managed by RIA Advisors, client equity securities will be held at another custodial institution. Our clients will have a brokerage account at the other institution that will forward proxies to clients or vote proxies in accordance with rules covering voting of proxies for securities not held in street name.

ITEM 18 - FINANCIAL INFORMATION

In May, 2020, Adviser was the recipient of a Paycheck Protection Program loan, in the amount of $133,500.00. These funds were used exclusively for employee payroll.

We are required to provide you with certain financial information or disclosures about financial condition which would impede our ability to provide the advisory services described herein. RIA Advisors has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.