

Form ADV Part 2A: Firm Brochure

Item 1 – Cover Page

Fiduciary Capital, Inc.

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Date of Disclosure Brochure: April 13, 2026

This disclosure brochure provides information about the qualifications and business practices of Fiduciary Capital, Inc. (also referred to as we, us and Fiduciary Capital throughout this disclosure brochure). If you have any questions about the contents of this disclosure brochure, please contact Will South at 770-249-7424. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Fiduciary Capital is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for Fiduciary Capital or our firm's CRD number 126178.

*Registration as an investment adviser does not imply a certain level of skill or training.

Item 2 – Material Changes

Since the last annual updating amendment filed in March 2025, the Firm has experienced no material changes to its business or this brochure.

We will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after our firm's fiscal year ends. Our firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time, we will also offer or provide a copy of the most current disclosure brochure. We will provide other ongoing disclosure information about material changes as they occur and update this form within thirty (30) days of their occurrence.

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Item 4 – Advisory Business

Fiduciary Capital is an investment adviser registered with the States of Georgia, Arizona, Texas, Florida and South Carolina and is an S-Corporation formed under the laws of the State of Georgia.

- James (Beau) Henderson, Jr. has been President and an owner of Fiduciary Capital since February 2016. Beau owns 100% of Fiduciary Capital. Full details of Beau's education and business background are provided at Item 19 of this Disclosure Brochure.
- Fiduciary Capital was registered as an investment adviser from February 1998 until December 2015, August 2016 to December 2017, and then re-applied for registration in October 2018.

Introduction

The investment advisory services of Fiduciary Capital are provided to you through an appropriately registered and qualified individual who is an investment adviser representative of Fiduciary Capital (referred to as your investment adviser representative throughout this brochure).

Description of Advisory Services

The following are descriptions of the primary advisory services of Fiduciary Capital. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Fiduciary Capital before we can provide you the services described below.

Asset Management Services – Fiduciary Capital offers asset management services, which involves Fiduciary Capital providing you with continuous and ongoing supervision over your specified accounts.

You must appoint our firm as your investment adviser of record on specified accounts (collectively, the "Account") held at Altruist Financial LLC ("Altruist"). Please refer to Item 12 – Brokerage Practices for more information about our arrangement with Altruist. The Account consists only of separate account(s) held by Altruist as qualified custodian(s) under your name. Altruist will maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

For certain clients, accounts may be held at Charles Schwab & Co., Inc. ("Schwab") with Brookstone Capital Management LLC serving as the investment adviser. Our role includes opening the account with Brookstone, directing the account strategy and communicating with the client on an ongoing basis.

The Account is managed by us based on your financial situation, investment objectives and risk tolerance. We actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

Our services are provided on a discretionary basis. When services are provided on a discretionary basis, we will make changes to your account without consulting you prior to each trade. Please refer to Item 16 of this brochure for more information.

We will need to obtain certain information from you to determine your financial situation and investment objectives. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, we will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. We are always reasonably available to consult with you relative to the status of your Account. You have the ability to impose reasonable

restrictions on the management of your accounts, including the ability to instruct us not to purchase certain securities.

Financial Planning and Financial Consulting Services—We offer and are available to consult with clients about their general financial situation and discuss financial planning issues when you do not need a written financial plan. Topics that can be discussed include but are not limited to the following:

- **Goal Planning:** Establishing and setting reasonably designed investment and financial goals.
- **Cash Flow Analysis & Budgeting:** Establishing and setting budgeting projections, general budget strategies and analysis of your current cash flow.
- **Investment Planning:** Fiduciary Capital will review the current investment programs with regard to the overall asset allocation currently established (mix of stock, bonds and cash).
- **Risk Management:** Fiduciary Capital will conduct a review of a client's current insurance programs to determine if the appropriate amount of coverage is in place.
- **Estate Planning:** Fiduciary Capital will review the entire estate of a future client, including any future inheritances, to determine if an estate planning attorney referral is needed in the event that a relationship does not exist. For less complex estate planning needs, we have entered into an agreement with Wealth.com to offer qualified clients access to Wealth.com as part of our bundled planning offering. All estate planning advice will be offered through the referred attorneys or Wealth.com. Fiduciary Capital does not give any legal advice.
- **Retirement Planning:** Encompasses all of the above with the addition of an expected amount of income a client may generate from all asset sources available.

Conflicts of Interest—When we provide financial planning services as part of our Asset Management Services fee, we may recommend investments that align with our financial planning recommendations. This creates a conflict of interest, as Fiduciary Capital earns advisory fees if you choose to implement these recommendations through our Asset Management Services.

- You are under no obligation to act upon our recommendations and may choose to implement them independently. Clients who only engage us for financial planning services also have the option to implement recommendations independently of Fiduciary Capital.
- We may manage investments for other clients and may provide them advice or take actions that differ from the advice provided to you. Fiduciary Capital strives to allocate investment opportunities equitably and consistent with the best interests of all clients.

Limits Advice to Certain Types of Investments

Fiduciary Capital provides investment advice on the following types of investments:

- Exchange Traded Funds (ETFs)
- Mutual Funds
- Exchange-listed Equity Securities
- US Government Securities and other Fixed Income Securities
- Real Estate
- Precious Metals

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations. (Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)

Tailor Advisory Services to Individual Needs of Clients

Fiduciary Capital’s advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

Client Assets Managed by Fiduciary Capital

As of December 31, 2025, Fiduciary Capital is in the process of transitioning clients from the Referrals to Third-Party Money Managers service to direct Asset Management Services. A total of approximately \$67,774,594 in client assets is now held at Altruist Financial LLC, our primary custodian while approximately \$2,850,000 in assets remain under the Referrals to Third-Party Money Managers service at Charles Schwab & Co., Inc. (“Schwab”), with Brookstone Capital Management LLC serving as the investment adviser.

Item 5 – Fees and Compensation

In addition to the information provided in Item 4 – Advisory Business, this section provides additional details regarding our firm’s services along with descriptions of each service’s fees and compensation arrangements. It should be noted that lower fees for comparable services may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Fiduciary Capital.

Asset Management Services

Fiduciary Capital requires a minimum account balance of \$250,000. However, we reserve the right to waive this minimum at our discretion. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees charged for our Asset Management Services are charged based on a percentage of assets under management, billed in arrears (at the end of the billing period) on a monthly calendar basis and calculated based on the fair market value of your account as of the last business day of the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services commenced in the middle of the billing period, then the prorated fee for that billing period will be billed in arrears at the end of that billing period. The Adviser will not pro rate for deposits and withdrawals in the account during the billing period.

For accounts managed directly by Fiduciary Capital at Altruist, fees are calculated as follows:

Assets Under Management	Fee
\$0 - \$250,000	1.50%
\$250,001 - \$1,000,000	1.25%
\$1,000,001 - \$2,000,000	1.00%
\$2,000,001 - \$3,000,000	0.90%
\$3,000,001+	0.85%

Example Fee Calculation \$300,000 AUM

\$250,000 x 1.50%/12	=	\$312.50
\$ 49,999 x 1.25%/12	=	<u>\$ 52.08</u>
TOTAL FEE FOR MONTH	=	\$364.58

For accounts managed at Charles Schwab & Co., Inc. ("Schwab") under the Referrals to Third-Party Money Managers service with Brookstone Capital Management LLC as the investment adviser of record, a flat fee of 1.5% is charged. This fee is billed in arrears based on the assets under management and is deducted directly by Brookstone Capital Management. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services commenced in the middle of the billing period, then the prorated fee for that billing period will be billed in arrears at the end of that billing period.

The fees shown above are annual fees and may be negotiable based upon certain circumstances. No increase in the annual fee shall be effective without prior written notification. Fiduciary Capital believes the advisory fees are reasonable considering the fees charged by other investment advisers offering similar services/programs.

Neither our fees nor those of Brookstone include brokerage commissions, transaction fees, and other related costs and expenses. You will incur certain charges imposed by custodians, third-party investment companies and other third parties. These include 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.

Mutual funds, money market funds and exchange-traded funds (ETFs) also charge internal management fees, which are disclosed in the fund's prospectus. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Certain strategies offered by us may involve investment in mutual funds and/or ETFs. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as "12(b)(1) fees." These 12(b)(1) fees come from fund assets, and thus indirectly from clients' assets. We do not receive any compensation from these fees. All of these fees are in addition to the management fee you pay us. You should review all fees charged to fully understand the total amount of fees you will pay. The Client acknowledges that trading costs will be assessed to the Client according to the agreements made with the Custodian(s) and other third parties as applicable.

The Client can terminate the relationship without penalty within the first five (5) days after the signing of this Agreement. After the initial five (5) days, this Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record. If client terminates the agreement, Fiduciary Capital will not charge the client fees for the month in which the termination occurs. For clients utilizing Brookstone, if a client terminates during a billing period, Brookstone will charge them a prorated advisory fee based upon the days the money was managed during the period.

The investment advisory fees will be deducted from your account and paid directly to our firm by the qualified custodian(s) of your account. You will authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to our firm. Our firm will send you a billing statement prior to time that fee deduction instruction is sent to the qualified custodian(s) of your account. The billing statement will detail the formula used to calculate the fee, the assets under management and the time period covered. See Item 15 – Custody for more details.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted. Brokerage expenses and/or transaction ticket fees charged by the qualified custodian are billed directly to you by the qualified custodian. Fiduciary Capital does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, you may incur certain charges imposed by third parties other than Fiduciary Capital in connection with investments made through your account including, but not limited to, internal mutual fund fees and expenses; surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by Fiduciary Capital are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Financial Planning and Financial Consulting Services

Our clients may pay a one-time fee for financial planning services. Clients who retain the firm solely for financial planning or financial consultation will be charged fees based on the nature of the services being provided, who is providing the services and the complexity of the client's circumstances. Financial planning fees are generally calculated and charged on a flat fee basis from \$1,200 to \$7,500 per engagement. We provide you with an exact fee quote before you authorize us to begin our work. The specific financial planning fee being charged to the client will be set forth and identified in the financial planning agreement between us and each client and will be payable at the time of delivery of the Financial Plan. Adviser does not charge any setup fees or termination fees. Financial planning fees are billed separately with invoices mailed to the address of record.

Client can terminate the relationship without penalty within the first five (5) days after the signing of this Agreement. After the initial five (5) days, this Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record. If a client terminates financial planning services after we have begun the work but before completion, the client will not be charged a fee.

Your financial professional will update your financial plan upon request or when your objectives or financial situation change. If a financial plan is updated, the fee will be dependent on the nature of the update. Again, this fee will be set forth and identified in an agreement between you and the firm.

Estate Planning & Tax Preparation Fees – Fiduciary Capital charges a coordination fee of \$750.00 to \$2,000.00 to administer the Wealth.com software that provides estate planning services to clients of the Firm. Fiduciary Capital may cover or reimburse estate planning tax preparation fees for select clients through Wealth.com based on assets under management (AUM) or other criteria. Eligibility and coverage amounts are determined at the Firm's discretion and will be disclosed to qualifying clients.

Social Security Optimization Services – Social Security Optimization services are offered separately through The RichLife Resource, LLC, an affiliated but distinct entity. These services are not provided by Fiduciary Capital and are available for a fee of \$497.00. The fee may be waived at the discretion of The RichLife Resource, LLC. Clients are under no obligation to engage The RichLife Resource, LLC for these services, and the decision to do so is entirely separate from their relationship with Fiduciary Capital.

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

Performance-based fees are defined as fees based on a share of capital gains or capital appreciation of the assets held in a client's account. Item 6 is not applicable to this Disclosure Brochure because we do not charge or accept performance-based fees.

Item 7 – Types of Clients

Fiduciary Capital generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals

You are required to execute a written agreement with Fiduciary Capital specifying the particular advisory services in order to establish a client arrangement with Fiduciary Capital.

Minimum Investment Amounts Required

Fiduciary Capital does not require a minimum to open an account. However, clients with less than \$250,000 in assets under management (AUM) may be charged financial planning fees based on the scope and complexity of services provided. These fees will be disclosed and agreed upon prior to engagement.

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

Methods of Analysis

Fiduciary Capital uses Fundamental analysis when formulating investment advice. This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Investment Strategies

Fiduciary Capital primarily follows an actively managed, long-term investment strategy which means we generally select investments to be held for a term of at least six to twelve months. The risk associated with long-term investing is that we do not actively change our positions when there are short-term periods of fluctuation and volatility. This is because we strive to select investments based on anticipated results for longer periods rather than short-term swings in the market. Because we do not manage accounts for short-term benefits, our managed accounts may not take advantage of short-term price fluctuations compared to a market-timer or short-swing investor.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment

loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- 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.
- 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 you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

Item 9 – Disciplinary Information

Item 9 is not applicable to this Disclosure Brochure because there are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

Fiduciary Capital is **not** and does **not** have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, an 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), another investment adviser or financial planner, a futures

commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

Insurance Services

You may work with one or more of our personnel in their separate capacity as an insurance agent through our affiliated company RichLife Advisors, LLC. When acting in their separate capacity as insurance agents, Fiduciary Capital personnel may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. As such, Fiduciary Capital personnel in their separate capacity as an insurance agent may suggest that you implement recommendations by purchasing disability insurance, life insurance, annuities, or other insurance products.

Beau Henderson currently spends the majority (over 50%) of his time on insurance activities. Please refer to Item 5 – Fees and Compensation and Item 14 – Client Referrals and Other Compensation for more details.

RichLife Advisors, LLC utilizes the services of a third-party insurance marketing organization ("IMO") to select the appropriate product. The IMO may also offer special incentive compensation while our investment adviser representatives act in their separate capacity as insurance agents, if they meet certain overall sales goals by placing annuities and/or other insurance products through the IMO. A client could perceive that the receipt of commissions and additional incentive compensation itself creates a conflict of interest and may affect our independent judgment. However, this conflict is mitigated by the fact that we have a fiduciary responsibility to place the best interest of the client first and clients are not required to purchase any insurance products through us in our separate capacity as insurance agents. The purpose of the IMO is to assist us to find the insurance company that best fits the client's situation.

Estate Planning Services

The Firm has entered into an agreement with Wealth.com to provide clients with access to Estate Planning services through Wealth.com and its affiliated network of Estate Planning Attorneys. Neither Fiduciary Capital nor its associated persons provide tax or legal advice through this arrangement as all such advice is provided by Wealth.com or the attorneys. When referring clients to Wealth.com for estate planning, Fiduciary Capital acts in a separate outside business capacity that is not part of our investment advisory services. Wealth.com is an independent third-party platform, and RichLife and Fiduciary Capital are not affiliated with Wealth.com and do not oversee, supervise, or guarantee the accuracy of any estate planning activities, output, or services offered through Wealth.com. Fiduciary Capital charges a coordination fee for administering and utilizing the software.

Brookstone Capital Management LLC

Fiduciary Capital may recommend Brookstone Capital Management LLC (Brookstone) to clients. If you select Brookstone to manage all or a portion of your assets, Brookstone will pay us a portion of the fees you are charged. Please refer to Items 4 and 5 for full details regarding the programs, fees, conflicts of interest and materials arrangements when Fiduciary Capital selects other investment advisers.

Social Security Services

Fiduciary Capital offers **Social Security Optimization services** through its affiliated company, **The RichLife Resource, LLC**. These services include, but are not limited to:

- Personalized analyses of Social Security claiming strategies
- Income optimization scenarios
- Timing recommendations tailored to individual retirement goals

These services are **provided separately from Fiduciary Capital's investment advisory services** and are offered as part of The RichLife Resource, LLC's educational resources. Fees for Social Security Optimization services may apply, as disclosed in **Item 5 – Fees and Compensation**.

Michael Koch is the Managing Director and Owner of DNM Consulting, a Compliance Consulting Firm providing services to RIAs and BDs. In that capacity, he receives compensation for duties related to consulting services that may require him to be registered with one or more of the client companies including the Adviser and Counterweight Private Wealth, an RIA domiciled in North Carolina. No conflicts exist between these duties and his serving as the CCO for the Adviser.

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

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Fiduciary Capital has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Fiduciary Capital's Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Fiduciary Capital requires its supervised persons to consistently act in your best interest in all advisory activities. Fiduciary Capital imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Fiduciary Capital. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Fiduciary Capital or supervised persons of the firm may buy or sell for their personal accounts, investments identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of Fiduciary Capital that all persons supervised in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. As is required by our internal procedures manual, Fiduciary Capital and its supervised persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, supervised persons). Any supervised person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

Fiduciary Capital requires that you establish brokerage accounts with Altruist through their Institutional Platform. Clients should understand that not all investment advisors require the use of a particular

broker/dealer or custodian. Some investment advisors allow their clients to select whichever broker/dealer the client decides. By requiring clients to use a particular broker/dealer, Fiduciary Capital may not achieve the most favorable execution of client transactions and the practice requiring the use of specific broker/dealers may cost clients more money than if the client used a different broker/dealer or custodian. However, for compliance and operational efficiencies, Fiduciary Capital has decided to require our clients to use broker/dealers and other qualified custodians determined by Fiduciary Capital.

Some clients may choose to maintain accounts at Charles Schwab & Co., Inc. ("Schwab") under the Referrals to Third-Party Money Managers service with Brookstone Capital Management LLC as the investment adviser of record. These accounts are not directly managed by Fiduciary Capital.

Altruist is a member of FINRA/SIPC. Altruist is an independent (and unaffiliated) SEC- registered broker-dealer and is recommended by Fiduciary Capital to maintain custody of clients' assets and to effect trades for their accounts.

At least annually, we will review alternative custodians in the marketplace for comparison to the currently used custodian, evaluating criteria such as overall expertise, cost competitiveness, and financial condition

Fiduciary Capital is independently owned and operated and not affiliated with Altruist.

The primary factor in suggesting a broker/dealer or custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any broker/dealer and money manager suggested by Fiduciary Capital must be efficient, seamless, and straight-forward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker/dealer.

For clients with accounts at Schwab, custodial services, execution quality, and associated fees are governed by Schwab's relationship with Brookstone Capital Management LLC.

Altruist provides us with access to their institutional trading and custody services, which are typically not available to retail investors. These soft dollar benefits and services generally are available to independent investment advisors at no charge to them so long as the independent investment advisors maintain a minimum amount of assets with the custodian.

Altruist does not charge separately for custody but is compensated by account holders through commissions or other transaction-related fees for securities trades that are executed by recommended money managers through the custodian or that settle into a custodian account.

These benefits include, but are not necessarily limited to: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk; access to block trading which provides the ability to aggregate securities transactions and allocate the appropriate shares to client accounts; the ability to have investment advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; and access to mutual funds that generally require significantly higher minimum initial investments or are generally only available to institutional investors.

Altruist also makes available to us other products and services that benefit our firm but may not benefit clients' accounts. Some of these other products and services assist us in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); provide research, pricing information and other market data; facilitate payment of the firm's fees from its clients' accounts; and assist with back-office functions; record keeping and client reporting. Many of these services generally may be used to service all

or a substantial number of our accounts, including accounts not maintained at a recommended custodian. Fiduciary Capital is also providing other services intended to help our firm manage and further develop our business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. Please see the disclosure under Item 14 below. We do not receive client referrals from Altruist.

Handling Trade Errors

Fiduciary Capital has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of Fiduciary Capital to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction.

Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by Fiduciary Capital if the error is caused by Fiduciary Capital. If the error is caused by the broker-dealer, the broker-dealer is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. Fiduciary Capital may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons). Fiduciary Capital will never benefit or profit from trade errors.

Block Trading Policy

Investment advisors may elect to purchase or sell the same securities for several clients at approximately the same time when they believe such action may prove advantageous to clients. This process is referred to as aggregating orders, batch trading or block trading. Fiduciary Capital does **not** engage in block trading.

Fiduciary Capital currently implements trades on an individual client basis and does not engage in block trading as a general practice. However, we recognize that in certain scenarios, such as when updating our investment models, block trading may be advantageous for our clients. Therefore, we may elect to utilize block trading in the future when it aligns with our clients' best interests and can achieve more favorable execution.

It should be noted that implementing trades on a block or aggregate basis may be less expensive for client accounts; however, it is our trading policy is to implement all client orders on an individual basis. Therefore, we do not aggregate or "block" client transactions. Considering the types of investments we hold in advisory client accounts, we do not believe clients are hindered in any way because we trade accounts individually. This is because we develop individualized investment strategies for clients and holdings will vary. Our strategies are primarily developed for the long-term and minor differences in price execution are not material to our overall investment strategy.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Managed accounts are reviewed at least quarterly. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and objectives review and making a change if strategy and objectives have changed. Reviews are conducted by Beau Henderson and Will South, investment adviser representatives of Fiduciary Capital, with reviews performed in accordance with your investment goals and objectives.

Statements and Reports

For our asset management services, you are provided with transaction confirmation notices and regular monthly account statements in writing directly from the qualified custodian (Altruist or Schwab, as applicable). Additionally, Fiduciary Capital may provide position reports to you annually and upon request. You are encouraged to always compare any reports or statements provided by us against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

Fiduciary Capital does not directly or indirectly compensate any person for client referrals.

As disclosed under Item 12 above, Fiduciary Capital participates in Altruist's institutional program. There is no direct link between Fiduciary Capital's participation in the program and the investment advice we give to clients, although we receive economic soft dollar benefits and services that are typically not available to Altruist retail investors through our participation in the program.

These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Fiduciary Capital by third-party vendors. Altruist may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by Altruist through the program may benefit Fiduciary Capital but may not benefit your accounts. These products or services may assist Fiduciary Capital in managing and administering Client accounts, including accounts not maintained at Altruist. Other services made available by Altruist are intended to help Fiduciary Capital manage and further develop its business enterprise. The benefits received by Fiduciary Capital or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to Altruist. As part of its fiduciary duties to clients, we endeavor at all times to put clients' interests first. You should be aware, however, that the receipt of economic benefits by Fiduciary Capital or our related persons in and of itself creates a potential conflict of interest and may indirectly influence Fiduciary Capital's choice of Altruist for custody and brokerage services.

As disclosed above in Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, Fiduciary Capital receives economic benefit from Brookstone Capital Management ("BCM") for providing investment advice or other advisory services to our clients. We will be compensated by BCM from the advisory fees collected from the clients we refer to BCM to manage. This may cause a conflict of interest since we receive this compensation for referring clients to BCM. In order to mitigate this conflict of interest, we require all IARs to inform the client that they are under no obligation to implement our recommendation to engage BCM and that they may be able to receive similar services for a lower fee elsewhere.

Beau Henderson, acting in his separate capacity as an insurance agent, receives commissions and other incentive awards for the recommendation/sale of annuities and other insurance products. While our supervised persons endeavor at all times to put the interest of the clients first as a part of the firm's fiduciary duty, clients should be aware that the receipt of commission and additional compensation itself creates a conflict of interest and may impact the insurance products they select when making recommendations.

We may from time to time receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors.

Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as client appreciation events, advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for which sales have been made or for which it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients.

Item 15 – Custody

Custody, as it applies to investment advisers, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Fiduciary Capital is deemed to have custody of client funds and securities whenever Fiduciary Capital is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody Fiduciary Capital will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Fiduciary Capital is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained.

Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least monthly. Clients should carefully review those statements and are urged to compare the statements against reports received from Fiduciary Capital. When clients have questions about their account statements, they should contact Fiduciary Capital or the qualified custodian preparing the statement.

When fees are deducted from an account, Fiduciary Capital is responsible for calculating the fee and delivering instructions to the custodian. At the same time Fiduciary Capital instructs the custodian to deduct fees from your account; Fiduciary Capital will send you an invoice itemizing the fee. Itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Item 16 – Investment Discretion

When providing asset management services, Fiduciary Capital maintains trading authorization over your Account and provide management services on a **discretionary** basis. When discretionary authority is granted, we will have the authority to determine the type of securities, the amount of securities that can be bought or sold and the broker or dealer to be used for your portfolio without obtaining your consent for each transaction. However, it is the policy of Fiduciary Capital to consult with you prior to making significant changes in the account even when discretionary trading authority is granted.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to Fiduciary Capital so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Item 17 – Voting Client Securities

Fiduciary Capital does not vote proxies on behalf of Clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in Account.

You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. If you have questions regarding such proxies, you should contact your qualified custodian or transfer agent as Fiduciary Capital will not provide you instructions on how to vote proxies.

Item 18 – Financial Information

This Item 18 is not applicable to this brochure. Fiduciary Capital does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, Fiduciary Capital has not been the subject of a bankruptcy petition at any time.

Item 19 – Requirements for State-Registered Advisers

Executive Officers and Management Personnel

James “Beau” Henderson, Jr. President and Owner. Please see his ADV Part 2B.

Michael Koch, Chief Compliance Officer. Please see his ADV Part 2B.

Other Business Activities

See Item 10 – Other Financial Industry Activities and Affiliations.

No Performance Based Fees

As previously disclosed in Item 6, Fiduciary Capital does not charge or accept performance-based fees.

No Arbitrations

Neither Fiduciary Capital nor any of its associated persons have been the subject of any client arbitrations or similar legal disputes.

No Arrangement with Issuer of Securities

Neither Fiduciary Capital nor its management persons have any relationship or arrangement with any issuer of securities.

Form ADV Part 2B: Brochure Supplement

Item 1 – Cover Page

James D. Henderson, Jr.

Fiduciary Capital, Inc.

351 Jesse Jewell Parkway SW, Suite 301

Gainesville, Georgia 30501

770-249-7424

Date of Supplement: March 25, 2026

This brochure supplement provides information about James D. Henderson, Jr. that supplements the Fiduciary Capital, Inc. (“Fiduciary Capital, Inc.”) disclosure brochure. You should have received a copy of that brochure. Please contact Will South at 770-249-7424 if you did not receive Fiduciary Capital, Inc.’s brochure or if you have any questions about the contents of this supplement.

Additional information about James D. Henderson, Jr. is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

James “Beau” Henderson, Jr.

Year of Birth: 1976

CRD # 4526982

Post Secondary Educational Background:

- University of Georgia, Bachelors in Psychology, 2003
- Chicago School of Professional Psychology, Masters in Behavioral Economics, Dates Attended: 01/2016 to 07/2016

Business Background:

- Fiduciary Capital, Inc., Investment Adviser Representative, 04/2024 to Present
- Fiduciary Capital, Inc., President & Owner, 02/2016 to Present
- RichLife Advisors, LLC, Owner & Insurance Agent, 03/2006 to Present

Item 3 – Disciplinary Information

James Henderson has no legal or disciplinary events to report.

Item 4 – Other Business Activities

James Henderson is currently the Owner and an Insurance Agent of RichLife Advisors, LLC, an affiliated company of Fiduciary Capital, Inc. In that capacity, he receives compensation for sales related to insurance products and services provided by RichLife Advisors, LLC.

James Henderson is currently the Owner of The Richlife Resource, LLC, an educational company that provides general financial information and resources, including Social Security Optimization Services. In that capacity, he may receive compensation for educational materials, courses, or other resources provided by RichLife Resource, LLC. The RichLife Resource, LLC, operates independently from Fiduciary Capital Inc. and RichLife Advisors LLC, which offer investment advisory and insurance services, respectively, though all entities are affiliated under common ownership.

Item 5 – Additional Compensation

In his capacity as the President/Owner and as an Investment Adviser Representative of Fiduciary Capital, Inc., James Henderson receives compensation related to the advisory services offered and fees described in the firm’s Disclosure Brochure. He receives no other compensation in connection with investment advisory services provided through Fiduciary Capital, Inc.

Item 6 – Supervision

Michael Koch is the Chief Compliance Officer of Fiduciary Capital, Inc. He is responsible for overseeing and enforcing the firm’s compliance programs that have been established to monitor and supervise the activities and services provided by the firm and its representatives. Michael Koch can be contacted at Michael@RichLifeAdvisors.com.

Item 7 – Requirements for State-Registered Advisers

James Henderson has not been involved in an arbitration award and has not been found liable in an arbitration claim alleging damages in excess of \$2,500. He has not been involved in any award or found liable in any civil, self-regulatory organization, or administrative proceeding. James Henderson filed for personal bankruptcy protection in 2010 that was discharged on October 6, 2010.

Form ADV Part 2B: Brochure Supplement

Item 1 – Cover Page

William South CFP®

Fiduciary Capital, Inc.

351 Jesse Jewel Parkway, Suite 301

Gainesville, Georgia 30501

770-249-7424

Date of Supplement: March 25, 2026

This brochure supplement provides information about William South that supplements the Fiduciary Capital, Inc. (“Fiduciary Capital, Inc.”) disclosure brochure. You should have received a copy of that brochure. Please contact Will South at 770-249-7424 if you did not receive Fiduciary Capital, Inc.’s brochure or if you have any questions about the contents of this supplement.

Additional information about William South is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

William South CFP®

Year of Birth 1999

CRD # 7703698

Post Secondary Educational Background:

- American College, Bryn Mawr, PA – Certified Financial Planner (CFP®) – **12/2025**
- University of North Georgia, Bachelor of Business Administration, Finance – 08/2018 to 05/2022
- Truett McConnell University, Kinesiology, attended 08/2017 – 05/2018 (no degree conferred)

Minimum Designation Requirements

Certified Financial Planner (CFP)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP(with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 62,000 individuals have obtained CFP® certification in the United States. To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

Prerequisites/Experience: Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year)

Educational Requirements: Complete an advanced college level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning.

Examination Type: Pass the comprehensive CFP® Certification Examination. The examination, which consists of two 3-hour sessions separated by a 40-minute break, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances.

Ethics: Agree to be bound by CFP Board's Standards of Professional/Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

Continuing Education/Experience Requirements: Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct to maintain competence and keep up with developments in the financial planning field.

Ethics: Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Business Background:

- Fiduciary Capital, Inc., Investment Adviser Representative, 03/2023 to Present
- Fiduciary Capital, Inc., Chief Compliance Officer, 04/2023 to October 2024
- RichLife Advisors, LLC, Financial Advisor, 05/2022 to Present
- RichLife Advisors, LLC, Intern, 09/2021 to 05/2022
- Screaming Eagle Aerial Adventures, Tour Guide, 05/2019 – 09/2021

Item 3 – Disciplinary Information

William South has no legal or disciplinary events to report.

Item 4 – Other Business Activities

William South is currently a financial advisor for RichLife Advisors, LLC, an affiliated company of Fiduciary Capital, Inc. In that capacity, he receives compensation for duties related to insurance services provided by RichLife Advisors, LLC.

Item 5 – Additional Compensation

William South receives no additional compensation for providing advisory services other than advisory fees described in Item 5 of the firm's Disclosure Brochure.

Item 6 – Supervision

Michael Koch is the Chief Compliance Officer of Fiduciary Capital, Inc. He is responsible for overseeing and enforcing the firm's compliance programs that have been established to monitor and supervise the activities and services provided by the firm and its representatives. Michael Koch can be contacted at Michael@RichLifeAdvisors.com.

Item 7 – Requirements for State-Registered Advisers

William South has not been involved in an arbitration award and has not been found liable in an arbitration claim alleging damages in excess of \$2,500. He has not been involved in any award or found liable in any civil, self-regulatory organization, or administrative proceeding. William South has not filed or been a party of a bankruptcy.

Customer Privacy Policy Notice

RICHLIFE ADVISORS, LLC
PRIVACY POLICY
UPDATED: March 10, 2025

INTRODUCTION

The following Privacy Policy governs the online information collection practices of RichLife Advisors, LLC d/b/a "richlifeadvisors.com" ("we" or "us"). Specifically, it outlines the types of information that we gather about you while you are using the richlifeadvisors.com website (the "Site"), and the ways in which we use this information. This Privacy Policy, including our children's privacy statement, does not apply to any information you may provide to us or that we may collect offline or through other means, including on any other website operated by us or by a third party.

Please read this Privacy Policy carefully. By visiting and using the Site, you agree that your use of our Site, and any dispute over privacy, is governed by this Privacy Policy. Because the Web is an evolving medium, we may need to change our Privacy Policy at some point in the future, in which case we'll post the changes to this Privacy Policy on this website and update the Effective Date of the policy to reflect the date of the changes. If we make material changes to how we treat your personal information, we will notify you by email to the address provided or through a notice on our website's homepage. By continuing to use the Site after we post any such changes, you accept the Privacy Policy as modified.

HOW WE COLLECT AND USE INFORMATION

We may process the following categories of personal data about you:

Communication Data

This includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting, or any other communication that you send us. We process this data for the purposes of communicating with you, for record-keeping, and for the establishment, pursuance, or defense of legal claims. Our lawful ground for this processing is our legitimate interests, which in this case are to reply to communications sent to us, to keep records, and to establish, pursue, or defend legal claims.

Examples include:

- **Blogs and Forums:** We may provide an opportunity for you to post information to blogs, forums, or other public areas on the Site. By doing so, you consent to the posting of any Personal Information that you provide. You should be aware that such Personal Information can be read, collected, or used by other visitors to these public areas. We have no control over how these visitors use your Personal Information.
- **Inquiries** If you send us a comment or question or make an inquiry to customer support, we will retain the information that you provide to us for the purpose of responding to you, as well as for improving our services.

Customer Data

This includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details, and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

Examples include:

- **Registration:** When you register on the Site, such as to subscribe to a newsletter, request information, or access a product, you will be asked to provide certain Personal Information, which we will use to fulfill your request.

- **Surveys:** We may ask you to complete surveys or opinion polls from time to time. We only use the information we collect from surveys in an aggregate manner, not in individually identifiable form. Specific comments may be anonymized or shared only with explicit consent.

User Data

This includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services

Technical Data

This includes details about your use of the Site, such as your IP address, browser type, login data, navigation paths, and time spent on pages. The source of this data is from our analytics tracking system.

Examples include:

- **Web Logs:** We may maintain logs of basic information, such as your IP address and browser type, to improve the Site and ensure security.
- **Cookies and Tracking Technologies:** We use cookies, web beacons, and similar technologies to improve your experience, track website usage, and deliver targeted advertisements. Cookies are small text files stored in your browser to retain your preferences, while web beacons track your activity across websites. Flash Cookies store information differently and are used to enhance your experience. You can manage cookies through your browser settings and through the “Cookie Settings” link in the website footer. This tool allows you to opt-in or opt-out of non-essential cookies in compliance with applicable privacy laws.

We use third-party service providers, including but not limited to analytics, artificial intelligence (AI)-driven business insights, marketing automation, and automated meeting transcription. These tools may analyze user interactions, automate data processing, and generate insights for internal decision-making, client service enhancements, and compliance monitoring.

Marketing Data

This includes data about your preferences for receiving marketing communications from us and your interactions with these communications.

Examples include:

- **Email Linking:** If you click on links in our emails, we may associate your email address with the pages you visit or purchases made.
- **Visitors:** Visitors who do not register or interact with the Site may only have data collected through web logs or cookies.

Use of Data:

- We may use **Customer Data, User Data, Technical Data, and Marketing Data** to deliver relevant website content and advertisements (e.g., Facebook ads or display ads) and to measure the effectiveness of these campaigns.

Our lawful basis for processing data through these technologies is either:

1. **Legitimate Interests:** To improve and grow our business.
2. **Consent:** For marketing communications and user preferences.

Sensitive Data

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offenses.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at info@richlifeadvisors.com and please use the

subject line: "Data Request." In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law. We do not carry out automated decision making or any type of automated profiling.

HOW WE COLLECT YOUR PERSONAL DATA

- **Direct Interactions:** You may provide data directly to us, such as by filling out forms on our site or sending us emails.
- **Automated Technologies:** Certain data may be collected automatically as you interact with our website, using cookies, web beacons, and similar technologies. Please see our Cookie Policy for more details about these technologies.
- **Third Parties:** We may receive data from third parties, such as analytics providers (e.g., Google or Microsoft Clarity), advertising networks (e.g., Facebook or LinkedIn), providers of technical or payment services, or public databases.
- **Social Media Features:** The Site may include features like the Facebook "Like" button or a "Share" button, which may collect your IP address and track pages you visit on our Site. Cookies may also be set to enable these features. Your interactions with these features are governed by the privacy policies of the respective providers.
- **Meeting Transcriptions:** If you participate in meetings, webinars, or calls recorded for transcription purposes, we may use AI-powered tools to transcribe and analyze these recordings for internal use. All data collected through this process will be handled in compliance with this Privacy Policy and applicable laws. **We do not use AI tools to make automated investment decisions on your behalf.**

MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business). Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

We may use cookies or similar technologies to help us tailor marketing communications to your preferences. If you wish to opt out of targeted advertising, you can do so by adjusting your browser settings or using tools provided by third-party networks such as Facebook or Google. You can adjust your browser settings to reject cookies or notify you when a cookie is placed. Disabling cookies may impact site functionality.

You can ask us or third parties to stop sending you marketing messages at any time by clicking the 1-click unsubscribe button at the bottom of our emails or by sending us an email at info@richlifeadvisors.com.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

If you wish to opt out of automated data analysis, AI-generated insights, or transcription services, please contact us at info@richlifeadvisors.com with the subject line 'Data Processing Opt-Out.' While we will honor requests for future processing, please note that previously processed data may remain in de-identified or aggregated formats for compliance and analytics purposes.

HOW WE USE YOUR INFORMATION

Here is how we may use your information and data:

- **Communicating with You.** We may use information that we collect from you for the purpose of communicating with you and responding to your inquiries. Those communications could, for example, take the form of service updates, promotions for products or services that we or one of our marketing partners provide, or e-newsletters.
- **Service Providers:** We may contract with third-party service providers (e.g., analytics providers or advertising platforms) to perform certain functions for us, such as processing payments, delivering advertisements, or providing website analytics. These providers are contractually obligated to maintain the confidentiality of your data and not to use it for purposes other than those specified by

us.

- **Business Transfers:** If we were to transfer all or substantially all of our assets to another company, one of the assets we would likely include in the transfer is our database of Personal Information.
- **Disclosures for Legal Reasons:** We will disclose Personal Information when we are required to do so by law, regulation or securities exchange requirement, for example, in response to a court order or subpoena. We also may disclose such information in response to a law enforcement agency's request or when we believe such disclosure is appropriate to protect our legal rights or to safeguard anyone's property or safety.

CHILDREN'S PRIVACY

This Site is not intended for children under 13, and we do not knowingly collect their data. If you believe we have collected information about a child under 13, please contact us immediately at info@richlifeadvisors.com, and we will delete the data.

HOW WE SHARE INFORMATION – AND WHY

We work with reputable third-party service providers to store, manage, and process client data to deliver the best possible services. These providers are contractually obligated to maintain confidentiality, implement robust security measures, and use your data solely for the purposes we specify. Below is an overview of how and why your data may be shared:

Third-Party Service Providers

We collaborate with trusted third-party providers to support our business operations, including:

- **Client Relationship Management (CRM) and Communication** – Tools used to manage client interactions, records, and service delivery.
- **Marketing & Automation** – Platforms that facilitate email campaigns, digital advertising, and personalized client outreach.
- **Analytics & Website Tracking** – Technologies that help us analyze website traffic, improve user experience, and measure marketing effectiveness.
- **AI-Assisted Services** – Tools that assist with meeting transcription, data insights, and workflow automation.
- **Personalized Client Engagement** – Services that facilitate personalized gifting (e.g., birthday or anniversary gifts) and other relationship-enhancing initiatives.
- **Financial Reporting & Compliance** – Platforms that support financial analysis, regulatory compliance, and operational reporting.

These providers are contractually obligated to maintain confidentiality and use your data solely for the purposes specified by us. They **do not have independent rights to use your data** beyond the services they provide.

If you have any concerns regarding how these third-party services process your information, you may contact us at info@richlifeadvisors.com for further details or to request data opt-out options where applicable.

Other Sharing Situations

We may share your personal data strictly for business and compliance purposes with the following entities:

- **Professional Advisors:** Including lawyers, accountants, and auditors for compliance or legal purposes.
- **Government Bodies:** When required to comply with legal or regulatory obligations.
- **Interactive Features:** If you choose to post data in public forums (e.g., comments or surveys), it may be visible to other users.
- **Business Transfers:** If part of our business is sold or merged, client data may be included in the

transfer.

- **With Your Consent:** For any purpose disclosed at the time of sharing or with your explicit agreement.

DATA SECURITY

We implement robust security measures to protect your personal data from accidental loss, unauthorized access, alteration, disclosure, or destruction. These measures include:

- Limiting access to personal data to authorized employees, agents, and contractors with a legitimate business need.
- Utilizing encryption, secure storage systems, and regular system reviews to safeguard information.
- Developing procedures to promptly notify affected parties and regulators in the event of a suspected breach.

Please be aware that data transmitted over the Internet is not completely secure. While we strive to protect your data, any transmission is at your own risk. We encourage you to keep passwords confidential and immediately notify us of any unauthorized access.

DATA RETENTION:

We retain your personal data for only as long as necessary to fulfill contractual, legal, and regulatory requirements. Anonymized, aggregated data may be retained indefinitely for research, analytics, and business intelligence purposes, without personal identifiers

While we retain your personal data only as necessary to fulfill our services, some third-party service providers may retain anonymized, aggregated versions of this data beyond our direct control. If you request data deletion, we will take reasonable steps to ensure third-party service providers process your request in accordance with applicable laws.

YOUR LEGAL RIGHTS

Under data protection laws, you have the following rights concerning your personal data:

- **Access:** Request access to your personal data and receive a copy of the information we hold about you.
- **Correction:** Request corrections to any inaccurate or incomplete data.
- **Erasure:** Request deletion of your data where there is no lawful reason for its continued processing.
- **Restriction:** Request limitations on the processing of your personal data under certain circumstances.
- **Portability:** Request to transfer your data to a third party in a structured, commonly used, and machine-readable format.
- **Objection:** Object to the processing of your personal data where we are relying on legitimate interests as the legal basis.
- **Withdraw Consent:** If processing is based on your consent, you have the right to withdraw it at any time.

You can read more about your rights at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

To exercise any of the rights above, please email us at info@richlifeadvisors.com.

- **Fees:** You will not be charged a fee to access your personal data or exercise other rights unless your request is unfounded, repetitive, or excessive, in which case we may charge a reasonable fee or refuse to comply.
- **Identity Verification:** To protect your data, we may need to verify your identity before fulfilling your request. Additional information may be requested to process your inquiry efficiently.
- **Response Time:** We aim to respond to all legitimate requests within one month. However, if your request is particularly complex or if you have submitted multiple requests, it may take longer. In such cases, we will notify you and keep you updated on the progress.

If you are not satisfied with how we handle your personal data or a request related to your rights, you have

the right to lodge a complaint with the **Information Commissioner's Office (ICO)**, the supervisory authority for data protection in the United Kingdom. However, we encourage you to contact us first to resolve any concerns.

California Residents: While we are not subject to the California Consumer Privacy Act (CCPA), we are committed to respecting privacy rights. If you are a California resident and have concerns about how your data is used, please contact us at info@richlifeadvisors.com.

International Visitors: This website is designed for users in the United States. If you are visiting from outside the U.S., including the European Economic Area (EEA) or the United Kingdom (UK), please be aware that your information will be processed under U.S. data protection laws, which may not provide the same level of privacy protection as those in your home country.

THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins, and applications. We do not control these websites or their privacy practices. Please review their privacy policies before providing personal information.

ACCESSIBILITY

We are committed to ensuring that our website is accessible to all users, including those with disabilities. For more information on our accessibility efforts or to request accommodations, please refer to our [Accessibility Statement](#).

CHANGES TO THIS POLICY

We may update this policy from time to time. Material changes will be communicated via email or prominently displayed on our homepage.

CONTACT INFORMATION

We are committed to adhering to our privacy policy and applicable laws and to making your online experience secure and valuable. If you have a question, request, complaint, dispute or concern related to this privacy policy, you may contact:

Email: info@richlifeadvisors.com

Mail: 351 Jesse Jewell Pkwy, Suite 301 Gainesville, GA 30501