

# **Eudaimonia Partners, LLC**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: January 8, 2021**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Eudaimonia Partners, LLC (“Eudaimonia” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (877) 843-1411.

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

Additional information about Eudaimonia and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 283884.

**Eudaimonia Partners, LLC  
1791 Bypass Road, Winchester, TN 37398  
Phone: (877) 843-1411 \* Fax: (931) 962-4783**

## Item 2 – Material Changes

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

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

### Material Changes

The Disclosure Brochure was redrafted to streamline disclosures. The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor no longer has registered representatives of Compass Securities Corporation or Uhlmann Price Securities, LLC.
- The Advisor has added disclosures regarding the receipt of a loan from the U.S. Small Business Administration under the Paycheck Protection Program. Please see Item 18 for more information.
- The Advisor offers Betterment Institutional Platform Services, please see Items 4 and 5 for more information.
- The Advisor offers Consulting and Retirement Plan Advisory Services, please see Items 4 and 5 for more information.
- The Advisor has added disclosures about platform fees and its mutual fund share class selection and conversion practices. Please see Item 5 for more information.

### Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 283884. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (877) 843-1411.

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## Item 4 – Advisory Services

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### **A. Firm Information**

Eudaimonia Partners, LLC (“Eudaimonia” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission. The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the State of Tennessee. Eudaimonia was founded in 2016 and is principally owned by John Goodson (Managing Principal) through a holding company Eudaimonia Group LLC (“Eudaimonia Group”).

In addition to our Eudaimonia name, we also conduct business under the Phoenix Asset Advisors, LLC, Goodson Wealth Management, Family Fortune Financial, LLC, Canopy Asset Management, LLC, Glenwood Financial Partners, Assetwise Financial Group, Ardor Wealth Management, LLC, University Planning Partners, Elite Wealth Management, LLC, John Shao Portfolio Management and Strong Tower Wealth Management.

### **B. Advisory Services Offered**

Eudaimonia offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and charitable organizations (each referred to as a “Client”).

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

#### Wealth Management Services

Eudaimonia may provide Clients with wealth management services, which generally includes a broad range of comprehensive financial planning and consulting services in connection with discretionary and non-discretionary management of investment portfolios. These services are described below.

#### Investment Management Services

Eudaimonia provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and non-discretionary investment management and related advisory services. Eudaimonia works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Eudaimonia will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client’s legacy investments and based on portfolio fit and/or tax considerations.

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

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

At no time will Eudaimonia accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

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### Financial Planning Services

Eudaimonia will typically provide a variety of financial planning services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

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

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Eudaimonia may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

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

### Consulting Services

Eudaimonia provides consulting services will involve rendering a financial consultation based on the Client's goals and objectives. This consulting may encompass an analysis of the client's financial information, which may include items such as the client's current assets, income, investments, liabilities, short and long-term capital and liquidity needs, risk tolerance and short and long-term financial goals and objectives.

A financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For consulting engagements, the Advisor may or may not provide a written summary.

Consulting Clients are not obligated to implement any recommendations made by the Advisor may or may not maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

### Betterment Institutional Platform Services

For certain accounts, Eudaimonia may recommend that all or a portion of a Client's investment portfolio be established through Betterment Institutional, a division of Betterment LLC, an online investment management platform serving registered investment advisors (herein "Betterment Institutional" or "Investment Platform"). Betterment Institutional is what is often termed a "robo-advisor", an online wealth management service that provides automated, algorithm-based portfolio management advice. Robo-advisors use technology to deliver similar services as traditional advisors, but generally only offer portfolio management and do not get involved in a Client's personal situation, such as taxes and retirement or estate planning. Eudaimonia chose to affiliate with Betterment Institutional due to the Investment Platform's customized portfolio allocations, automated rebalancing, and competitive fees. Eudaimonia utilizes Betterment Institutional to provide additional diversity, continuous rebalancing, and a rational and balanced approach to the management of smaller accounts, generally lower than the Advisor's required relationship size.

Eudaimonia will have the discretionary authority to instruct Betterment Institutional with respect to portfolio construction, asset allocation and other investment decisions, subject to the limitations described herein. Betterment Institutional will implement the portfolio and be responsible for the discretionary trading of the ETFs in the Client's portfolio, including the purchase and sale of investments and the automatic rebalancing back to targets.

Betterment Institutional utilizes between ten to twelve different ETF's, representing various asset classes for the construction of investment portfolios. As discussed above, Eudaimonia will work with each Client to select/construct a portfolio to meet the needs of the Client. The Client has limited ability to put restrictions on its accounts. The account[s] cannot contain investments that are not included in the Betterment Institutional universe of ETFs and cash equivalents.

Betterment Institutional, under its discretionary authority, will automatically adjust and rebalance the Client's accounts daily based on the drift tolerance established for the positions in the investment portfolio. The Advisor's investment philosophy is long-term, but the Advisor may make such tactical overrides to take advantage of market pricing anomalies or strong market sectors. The Advisor does not actively trade in the Client's account[s] and is also limited to a enter one allocation change per account per trading day through Betterment Institutional, the Client should be aware of these potential disadvantages.

For its services, Betterment Institutional will charge an asset-based fee that is in addition to the Advisor's fee. Betterment Institutional's fee includes the securities transaction fees for all trades. The Advisor will only receive its investment advisory fees as detailed in Item 5.A. below and does not share in any fees earned by Betterment Institutional.

To establish a relationship through Betterment Institutional, the Client will be required to enter into an additional agreement with both Betterment Institutional and the Advisor that defines the terms of the arrangement and fees to both parties. The Advisor will provide the Client with Betterment Institutional's current Form ADV2A – Disclosure Brochure (or a brochure that contains all required disclosures). The Advisor's investment advisory fee is added to the Betterment Institutional platform fee, which also includes securities transaction fees. The Advisor does not share in any fees charged by Betterment Institutional. The Advisor shall only earn its fees as described in Item 5 below. For additional information regarding the brokerage practices for Betterment Institutional accounts, please see Item 12 – Brokerage Practices.

#### Retirement Plan Advisory Services

Eudaimonia provides retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Oversight Services (ERISA 3(21))
- Investment Management Services (ERISA 3(38))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

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

#### Use of Independent Managers and EAM

Eudaimonia will recommend that Clients utilize one or more investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, based on the Client's

needs and objectives. In certain instances, the Client may be required to authorize and enter into an investment management agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures). Eudaimonia will, when appropriate for the Client, utilize our affiliate Eudaimonia Asset Management, LLC ("EAM") as the Independent Manager. Eudaimonia has a contracted sub-advisory relationship with EAM. Use of EAM presents a conflict of interest. Please see item 10 below for more information.

#### Use of Affiliates

When appropriate for a client, we will utilize our affiliate, Eudaimonia Asset Management, LLC ("EAM"), to provide model investment portfolios to our clients. EAM is principally owned by Eudaimonia Group and we have a contracted sub-advisory relationship with EAM. EAM is an investment management firm specializing in the design, delivery, and management of tactical investment strategies that primarily use ETFs for their underlying holdings.

Our use of EAM presents a conflict of interest because clients pay advisory fees to EAM for use of the EAM Models. Please see item 10 for more information.

#### **C. Client Account Management**

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

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

#### **D. Wrap Fee Programs**

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

#### **E. Assets Under Management**

As of December 31, 2019, Eudaimonia manages \$561,861,747 in Client assets, \$539,763,014 of which are managed on a discretionary basis and \$22,098,733 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

#### Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.



## **A. Fees for Advisory Services**

### Wealth Management Services

Investment advisory fees are paid monthly or quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. The Advisor charges a fee of up to 2.00% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee. Certain legacy clients may be billed under a different fee structure.

The investment advisory fee in the first month or quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Eudaimonia will be independently valued by the Custodian. Eudaimonia will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

### Consulting Services

Eudaimonia offers consulting services either for a fee of up to 2.00% or for a fixed fee. Consulting services fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor.

### Betterment Institutional Platform Services

Client accounts implemented through Betterment Institutional will be charged an annual fee of 0.50% which includes the Betterment Institutional wrap fee. The Client authorizes this fee deduction through the investment platform agreement signed by the Client, the Advisor and Betterment Institutional.

### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 2.00% and are billed in advance, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan.

### Use of Independent Managers and EAM

As noted in Item 4, the Advisor will implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. Eudaimonia also utilizes its affiliated registered investment advisor, EAM, and will receive a portion of the platform fee along with the Client's advisory fees. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

## **B. Fee Billing**

### Wealth Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send a notice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective month or quarter. The amount due is calculated by applying the annual rate divided by days in the fiscal year (days) and then multiplied by the days in the billing period to the total assets under management with Eudaimonia at the end of the prior month or quarter. Clients will be



provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Eudaimonia to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Consulting Services

Consulting fees shall be invoiced by the Advisor and are due upon receipt of the invoice on a quarterly basis. The amount due is calculated by applying the annual rate divided by the days in the fiscal year (days) and then multiplied by the days in the billing period to the total assets under management with Eudaimonia at the end of the prior month or quarter.

For fixed fee consulting engagements fees shall be invoiced by the Advisor and are due upon receipt of the invoice.

#### Betterment Institutional Platform Services

The overall fee will be calculated by Betterment Institutional and deducted from the Client's account[s]. The Advisor's portion of the fee is directly remitted to the Advisor's account. Fees are calculated based on the average daily market value of the assets in the Client's accounts for the quarter. Clients will be provided a statement, at least quarterly from MTG, LLC dba Betterment Securities (CRD# 47788 / SEC# 8-51906). Betterment Securities is a broker-dealer affiliate of Betterment Institutional, which serves as both the broker-dealer and custodian for Client accounts at Betterment Institutional. Please see Item 12 – Brokerage Practices.

#### Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

#### Use of Independent Managers and EAM

For Client accounts implemented through an Independent Manager, the Client's overall fees will include Eudaimonia's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager[s], as applicable. In certain instances, the Independent Manager or the Advisor may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s].

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Eudaimonia, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Eudaimonia are separate and distinct from these custody and execution fees.

In addition, all fees paid to Eudaimonia for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Eudaimonia, but would not receive the services provided by Eudaimonia which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Eudaimonia to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

Except in limited circumstances and in addition to Eudaimonia's advisory fees, clients are charged a platform fee for services provided to their advisory accounts, by a third-party advisory service provider[s]. Services include

billing and reporting, and clients' accounts are charged a nominal fee for these services; as well as access to Independent Managers and EAM's models, for which clients' accounts are charged an additional fee.

Eudaimonia generally recommends that clients establish custodial accounts at Charles Schwab & Co., Inc. ("Schwab") or Raymond James Financial, Inc. ("Raymond James," together with Schwab and any other custodian used by clients, the "Custodians"), FINRA-registered broker-dealers and members of SIPC. Custodians may limit the type of mutual funds and mutual fund share classes to those in which the Custodian has negotiated the receipt of 12b-1 and/or other revenue sharing fee payments from the mutual fund issuer or sponsor. As such, a client's investment options may be limited to those mutual funds and/or mutual fund share classes that pay 12b-1 fees and other revenue sharing fee payments, and the client should be aware that we are not selecting from among all mutual funds available in the marketplace when recommending mutual funds to a client. Such fees are deducted from the net asset value of the mutual fund and generally, all things being equal, cause the fund to earn lower rates of return than those mutual funds that do not pay revenue sharing fees. The client is under no obligation to utilize such mutual funds.

Additionally, a client may own a mutual fund share class (whether before or after they become a Eudaimonia client) that is more expensive than comparable share classes that are subsequently made available. We periodically compare clients' mutual fund share class holdings with alternative share classes, and if we are able to, seek to convert the client's holdings to the more favorable class. However, our ability to exchange a client's mutual fund share class with a less expensive share class may be limited by the terms of the Custodians' selling agreements with the mutual fund families or by the Custodians' share class exchange practices and procedures. Clients are encouraged to learn their Custodian's mutual fund share class availability and conversion practices.

Although many factors will influence the type of fund to be used, the client should discuss with their IAR whether a share class from a comparable mutual fund with a more favorable return to investors is available that does not include the payment of any 12b-1 or revenue sharing fees given the client's individual needs and priorities and anticipated transaction costs. In addition, the receipt of such fees can create conflicts of interest in instances the Custodian receives the entirety of the 12b-1 and/or revenue sharing fees and takes the receipt of such fees into consideration in terms of benefits it may elect to provide to us, even though such benefits may or may not benefit some or all of our clients. Please see Item 12 below for additional information.

#### **D. Advance Payment of Fees and Termination**

##### Wealth Management Services

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

##### Consulting Services

Eudaimonia may be compensated for its services in advance of the quarter in which consulting services are rendered. Either party may terminate the consulting agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the consulting agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the project times the agreed-upon hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Client's consulting agreement with the Advisor is non-transferable without the Client's prior consent.

##### Betterment Institutional Platform Services

Fees charged for Betterment Institutional accounts are collected quarterly, after services are provided. The Client may terminate the account[s] with Betterment Institutional at any time by providing advance written notice to the

Advisor and Betterment Institutional. The Advisor will assist the Client with this process upon request. The Client shall be responsible for platform and/or advisory fees up to and including the effective date of termination. The Client may be subject to other terms as provided through the tri-party agreement with Betterment Institutional.

#### Retirement Plan Advisory Services

Eudaimonia is compensated for its services at the beginning of the quarter before advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for retirement plan advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Use of Independent Managers and EAM

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

### **E. Compensation for Sales of Securities**

Certain Advisory Persons are also registered representatives of Purshe Kaplan Sterling Investments ("PKS") and M.S. Howells & Co. ("M.S. Howells"). PKS (CRD No. 357474) and M.S. Howells (CRD No. 104100) are registered broker-dealers, members FINRA, SIPC. In one's separate capacity as a registered representative of PKS and M.S. Howells, the Advisory Person will implement securities transactions under PKS and M.S. Howells and not through Eudaimonia. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Certain Advisory Persons are also licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of the Advisor who are insurance agents have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

Eudaimonia does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

#### Item 7 – Types of Clients

Eudaimonia offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and charitable organizations. The amount of each type of Client is available on Eudaimonia's Form

ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Eudaimonia generally requires a minimum relationship size of \$25,000 to effectively implement its investment process.

When a consolidated client account value in this program falls below \$25,000 in value, the minimum quarterly fee of \$100.00 may be charged. Adviser Clients with assets at or below the minimum account size may pay a higher percentage rate on their annual advisory fees than the fees paid by clients with significantly greater assets under management.

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

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##### **A. Methods of Analysis**

Eudaimonia primarily employs fundamental, technical, cyclical, and charting analysis methods in developing investment strategies for its Clients. Research and analysis from Eudaimonia are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Eudaimonia will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that Eudaimonia is recommending. The risks with cyclical analysis are similar to those of technical analysis.

*Charting analysis* utilizes various market indicators as investment selection criteria. These criteria are generally pricing trends that may indicate movement in the markets. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the technical and charting analysis may lose value and may have negative investment performance. The Advisor monitors these market indicators to determine if adjustments to strategic allocations are appropriate.

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

##### **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Eudaimonia will assist Clients in determining an appropriate

strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

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

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

#### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

#### ETF Risks

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

#### Bond ETFs

Bond ETFs are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

#### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

#### Alternative Investments

The performance of alternative investments (such as limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

#### Real Estate Investment Trusts ("REITs")

Investing in Real Estate Investment Trusts ("REITs") involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For Example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-



liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

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

#### Item 9 – Disciplinary Information

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Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices.

The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 283884.

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

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##### Other Investment Advisor

Through common ownership by John Goodson, Eudaimonia has an affiliation with Eudaimonia Advisors LLC, and Eudaimonia Asset Management, LLC both investment advisory firms that are also registered with the SEC. John Goodson must determine the amount of time to dedicate to the three firms. Eudaimonia Advisors and Eudaimonia Asset Management may engage Eudaimonia as the sub-advisor for some or all client accounts and we utilize EAM's portfolios for some clients' use, for which EAM is compensated by our clients. Eudaimonia always seeks to act in the best interest of the client and clients are in no way required to use the services of any representative of Eudaimonia in connection with such individual's activities outside of Eudaimonia.

##### Bank Affiliation- Tower Community Bank

General Bancshares, Inc., which owns Tower Community Bank ("TCB"), is a minority owner of Eudaimonia Group. The Advisor's supervised persons may refer clients to TCB for banking products and services, and Eudaimonia and/or the Advisor's personnel may be compensated for such referrals. Clients are under no obligation to utilize the products and services of TCB. Similarly, if TCB refers a client to Eudaimonia, the Advisor may compensate TCM for such referral, but that compensation would not increase any client's advisory fees at Eudaimonia.

##### Insurance Agency Affiliations

As noted in Item 5, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Eudaimonia. As an insurance professional, the Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. the Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisory Persons or the Advisor.

##### Broker-Dealer Affiliation

As noted in Item 5, certain Advisory Persons are also registered representatives of PKS and M.S. Howells are registered broker-dealers, members FINRA, SIPC. In one's separate capacity as a registered representative, the Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by the Advisory Person. Neither the Advisor nor the Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative.

## Use of Independent Managers and EAM

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio with one or more Independent Managers. Eudaimonia also utilizes its affiliated registered investment advisor, EAM, for sub-advisory services, including but not limited to, trade execution and the administration of EAM Models for client accounts. EAM manages assets for many clients of Eudaimonia, and the Advisor receives a portion of the platform fee charged when clients utilize EAM models, in addition to the client's advisory fees.

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

### **A. Code of Ethics**

Eudaimonia has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Eudaimonia ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Eudaimonia and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Eudaimonia's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (877) 843-1411.

### **B. Personal Trading with Material Interest**

Eudaimonia allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Eudaimonia does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. Eudaimonia does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

Eudaimonia allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Eudaimonia requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While Eudaimonia allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will Eudaimonia, or any Supervised Person of Eudaimonia, transact in any security to the detriment of any Client.**

## Item 12 – Brokerage Practices

### **A. Recommendation of Custodian[s]**

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

Where Eudaimonia does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian

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recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Eudaimonia. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. As registered representatives of PKS Securities, LLC or M.S. Howells & Co., the Advisor may be limited in using other broker-dealers/custodians as PKS Securities, LLC or M.S. Howells & Co. must approve the use of any outside broker-dealer/custodian. Eudaimonia may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.

Eudaimonia will generally recommend that Clients establish their account[s] at ("Schwab") or Raymond James Financial, Inc. ("Raymond James"), FINRA-registered broker-dealers and members SIPC. Schwab and Raymond James will serve as the Client's "qualified custodian". Eudaimonia maintains an institutional relationship with Schwab and Raymond James, whereby the Advisor receives economic benefits. However, by using a Custodian's services, the Advisor is necessarily limited to the universe of mutual funds with which the Custodian has selling agreements, as well as the Custodian's share class conversion practices. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

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

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

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Eudaimonia will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Eudaimonia will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Eudaimonia will execute its transactions through the Custodian as authorized by the Client.

Eudaimonia may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## Item 13 – Review of Accounts

### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Tonya Smith, Chief Compliance Officer or delegate of Eudaimonia. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

## **B. Causes for Reviews**

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

## **C. Review Reports**

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

### Item 14 – Client Referrals and Other Compensation

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#### **A. Compensation Received by Eudaimonia**

Eudaimonia may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Eudaimonia may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform (Schwab)

Eudaimonia has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Eudaimonia. As a registered investment advisor participating on the Schwab Advisor Services platform, Eudaimonia receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to Eudaimonia that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Eudaimonia believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Participation in Institutional Advisor Platform (Raymond James)

Eudaimonia has established an institutional relationship with Raymond James to assist the Advisor in managing

Client account[s]. Access to the Raymond James platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Raymond James. The software and related systems support may benefit the Advisor, but not its Clients directly. In addition, Raymond James has provided the Advisor with financial support in establishing the Advisor in exchange for transitioning assets to the Raymond James' platform. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

## **B. Client Referrals from Solicitors**

Eudaimonia may engage and compensate unaffiliated third-party referral sources (a "solicitor") for Client referrals. Clients will not pay a higher fee to Eudaimonia as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement.

### Item 15 – Custody

Eudaimonia does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Eudaimonia to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Eudaimonia to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

### Item 16 – Investment Discretion

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

### Item 17 – Voting Client Securities

Eudaimonia does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting. Clients that do not wish to receive proxies from the Custodian may request that the Custodian direct proxies to our attention. However, making this selection does not result in Eudaimonia assuming proxy-voting responsibility.

### Item 18 – Financial Information

In May of 2020, due to economic uncertainty resulting from the Coronavirus Disease 2019 ("COVID-19"), Eudaimonia Group applied for and received a loan from the U.S. Small Business Administration under the Paycheck Protection Program ("PPP Loan") in order to support Eudaimonia's ongoing operations. While the economic impact of COVID-19 on Eudaimonia's ongoing operations have not impaired nor are they anticipated to impair, in any way, Eudaimonia's ability to meet its contractual commitments to clients, receipt of the PPP Loan helped to ensure that certain advisory employees would not need to be furloughed. The proceeds of Eudaimonia Group's PPP Loan are being used in accordance with the PPP Loan's forgiveness guidelines.

Neither Eudaimonia, nor its management, have any adverse financial situations that would reasonably impair the ability of Eudaimonia to meet all obligations to its Clients. Neither Eudaimonia, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Eudaimonia is not required to deliver a balance sheet

along with this Disclosure Brochure as the Advisor does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future.

## Privacy Policy

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Effective: January 8, 2021

### Our Commitment to You

Eudaimonia Partners, LLC ("Eudaimonia" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Eudaimonia (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Eudaimonia does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Eudaimonia does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Eudaimonia or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Eudaimonia does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (877) 843-1411.