

Cardinal Capital Management, Inc.

SEC File Number: 801 – 61764

Form ADV Part 2A – Disclosure Brochure

Dated: December 26, 2023

Contact: DeWayne Osborn, Chief Compliance Officer
1780 Wellington Avenue, Suite 400
Winnipeg, Canada R3H 1B 3
Website: www.cardinal.ca

This Brochure provides information about the qualifications and business practices of Cardinal Capital Management, Inc. (“Cardinal”). If you have any questions about the contents of this Brochure, please contact us at 1-800-310-4664 or dosborn@cardinal.ca. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Cardinal Capital Management, Inc. also is available on the SEC’s website at www.adviserinfo.sec.gov.

References herein to Cardinal Capital Management, Inc. as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

Since the last Annual Amendment filing on December 22, 2022, Cardinal Capital Management Inc.'s Disclosure has not been materially updated. Client accounts previously custodied at TD Ameritrade have been transitioned to Charles Schwab and Co.

Item 3 Table of Contents

Item 1	Cover Page.....	1
Item 2	Material Changes.....	2
Item 3	Table of Contents.....	2
Item 4	Advisory Business	3
Item 5	Fees and Compensation	8
Item 6	Performance-Based Fees and Side-by-Side Management	10
Item 7	Types of Clients.....	10
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss.....	10
Item 9	Disciplinary Information	11
Item 10	Other Financial Industry Activities and Affiliations	11
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	12
Item 12	Brokerage Practices	13
Item 13	Review of Accounts.....	15
Item 14	Client Referrals and Other Compensation	15
Item 15	Custody.....	16
Item 16	Investment Discretion.....	16
Item 17	Voting Client Securities.....	16
Item 18	Financial Information	17

Item 4 **Advisory Business**

- A. Cardinal is a corporation formed on August 14, 1992 in Manitoba, Canada. Cardinal became registered as an Investment Adviser Firm on December 12, 2002. Cardinal is 100% principally owned by Cardinal's employees. Tim Burt and Emily Burt are the firm's largest shareholders, respectively.
- B. As discussed below, Cardinal offers to its clients (individuals, business entities, investment companies, pension and profit sharing plans, trusts, estates and charitable organizations, etc.) investment advisory services. Cardinal also provides financial planning, estate planning, insurance planning, investment and non-investment related consulting services.

INVESTMENT ADVISORY SERVICES

The client can determine to engage Cardinal to provide discretionary and/or non-discretionary investment advisory services on a *fee* basis as discussed at Item 5 below. Cardinal's annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under Cardinal's management.

To commence the investment advisory process, an investment adviser representative will first ascertain each client's investment objectives and then allocate or recommend that the client allocate investment assets consistent with the designated investment objectives. Once allocated, Cardinal provides ongoing monitoring and review of account performance and asset allocation as compared to client investment objectives, and may periodically execute or recommend execution of account transactions based upon such reviews. Before engaging Cardinal to provide investment advisory services, clients are required to enter into an investment advisory agreement with Cardinal setting forth the terms and conditions of the engagement, including termination, describing the scope of services to be provided, and the fee that is due from the client. Once allocated, Cardinal provides ongoing supervision of the accounts.

To the extent specifically requested by a client, Cardinal may provide consultation services to its investment advisory clients on investment and non-investment related matters. Any such consultation services, to the extent rendered, shall not be subject to any separate or additional fee.

MISCELLANEOUS

Limited Consulting/Implementation Services. To the extent requested and engaged by the client to do so. Cardinal provides financial and non-financial planning services to its Canadian investment management clients on investment and non-investment related matters. Financial planning services are generally not made available to clients located in the United States. Services include: estate planning, tax planning, risk management, insurance products and services, and so forth. Cardinal shall not receive any separate or additional fee for any such consultation services. Please Note: Cardinal believes that it is important for the client to address financial planning issues on an ongoing basis. Cardinal's advisory fee, as set forth at Item 5 below, will remain the same regardless of whether or not the client determines to address financial planning issues with Cardinal. Neither Cardinal, nor any of its representatives, serves as an attorney or accountant, and no portion of Cardinal's services should be construed as same. Accordingly, Cardinal does not prepare

legal documents, prepare tax returns, or sell insurance products. To the extent requested by a client, Cardinal may suggest the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agent, etc.), including representatives of Cardinal in their separate censed capacities as discussed below. The client is under no obligation to engage the services of any such professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendations from the Cardinal and or its representatives. **Please Note:** If the client engages any such professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse from and against the engaged professional. At all times, the engaged licensed professional(s), (i.e., attorney, accountant, insurance agent, etc.), and not Cardinal, shall be responsible for the quality and competency of the services provided. **Please Also Note:** It remains the client's responsibility to promptly notify Cardinal if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Cardinal's previous recommendations and/or services.

Retirement Plan Rollovers – No Obligation / Potential for Conflict of Interest. A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If the Cardinal recommends that a client roll over their retirement plan assets into an account to be managed by the Cardinal, such a recommendation creates a conflict of interest if the Cardinal will earn a new (or increase its current) advisory fee as a result of the rollover. To the extent that Cardinal recommends that clients roll over assets from their retirement plan (or an existing IRA) to an IRA managed by Cardinal, then Cardinal represents that it and its investment adviser representatives are fiduciaries under the Employment Retirement Income Security Act of 1974 ("ERISA"), or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. **No client is under any obligation to roll over retirement plan assets to an account managed by Cardinal whether it is from an employer's plan or an existing IRA.**

Non-Discretionary Service Limitations. Clients that determine to engage Cardinal on a non-discretionary investment advisory basis **must be willing to accept** that Cardinal cannot effect any account transactions without obtaining prior consent to such transaction(s) from the client. Thus, in the event that Cardinal would like to make a transaction for a client's account (including in the event of an individual holding or general market correction), and the client is unavailable, Cardinal will be unable to effect the account transaction(s) (as it would for its discretionary clients) **without first obtaining the client's consent.**

Limitations of Sub-Advisor / Separate Account Manager Services. Cardinal also serves as a: (1) sub-advisor to unaffiliated registered investment advisers and (2) privately pooled investment funds. Cardinal also furnishes sub-advisory services as a Trust Bank portfolio manager. Specifically, Cardinal provides portfolio models which are implemented by the Trust Bank. Cardinal also provides subadvisory support to another investment manager through which its pooled investment fund products are made available. With respect to these three types of engagements, the unaffiliated investment advisers that engage Cardinal's sub-advisory services and/or assist their clients in selecting Cardinal as a

separate account manager, maintain both the initial and ongoing day-to-day relationship with the underlying client, including the initial and ongoing determination of client suitability for Cardinal's investment strategies. Cardinal's obligation shall be to manage the client's account consistent with the investment strategy designated by the unaffiliated investment adviser. In addition, for all such engagements, Cardinal does not generally have the ability to choose and/or determine: (1) the custodian and/or broker-dealer for the client's account; (2) whether the services are part of a wrap program or provided on an unbundled basis; or (3) program and/or transaction cost pricing. Therefore, Cardinal is unable to control or confirm best execution for account transactions. Higher fees and transaction costs adversely impact account performance.

Use of Mutual and Exchange Traded Funds: Most mutual funds and exchange traded funds are available directly to the public. Therefore, a prospective client can obtain many of the funds that may be utilized by Cardinal independent of engaging Cardinal as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Cardinal's initial and ongoing investment advisory services. In addition to Cardinal's investment advisory fee described below, and transaction and/or custodial fees discussed below, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

Custodian Charges-Additional Fees. As discussed below at Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Cardinal generally recommends that Charles Schwab & Company, Inc. ("Schwab") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian. While certain custodians, including Schwab, do not currently charge fees on individual equity transactions (including ETFs), others do. When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Cardinal and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "trade-away" fee charged by Schwab). These fees/charges are in addition to Cardinal's investment advisory fee at Item 5 below. Cardinal does not receive any portion of these fees/charges. Please note: Schwab may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically. Please also note: there can be no assurance that Schwab will not change its transaction fee pricing in the future. ANY QUESTIONS: Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective client may have regarding the above.

Portfolio Activity. Cardinal has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Cardinal will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time

when Cardinal determines that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by Cardinal will be profitable or equal any specific performance level(s). Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Please Note: Cash Positions. Cardinal continues to treat cash as an asset class. As such, unless determined to the contrary by Cardinal, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Cardinal's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Cardinal may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Cardinal's advisory fee could exceed the interest paid by the client's money market fund. ANY QUESTIONS: Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective may have regarding the above fee billing practice

Please Note: Socially Responsible Investing Limitations. Socially Responsible Investing involves the incorporation of Environmental, Social and Governance considerations into the investment due diligence process ("ESG"). There are potential limitations associated with allocating a portion of an investment portfolio in ESG securities (i.e., securities that have a mandate to avoid, when possible, investments in such products as alcohol, tobacco, firearms, oil drilling, gambling, etc.). The number of these securities may be limited when compared to those that do not maintain such a mandate. ESG securities could underperform broad market indices. Investors must accept these limitations, including potential for underperformance. Correspondingly, the number of ESG mutual funds and exchange-traded funds are few when compared to those that do not maintain such a mandate. As with any type of investment (including any investment and/or investment strategies recommended and/or undertaken by Cardinal), there can be no assurance that investment in ESG securities or funds will be profitable, or prove successful.

Wrap/Account program services: Cardinal neither sponsors, nor recommends, wrap account programs. Under a wrap program, the wrap program sponsor arranges for the investor participant to receive investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. In the event that Cardinal is engaged to provide investment advisory services as part of an unaffiliated wrap-fee program, Cardinal will be unable to negotiate commissions and/or transaction costs. The program sponsor will determine the broker-dealer through which transactions must be effected, and the amount of transaction fees and/or commissions to be charged to the participant investor accounts. Participation in a wrap program may cost the participant more or less than purchasing such services separately. Higher transaction costs adversely impact account performance.

Cybersecurity Risk. The information technology systems and networks that Cardinal and its third-party service providers use to provide services to Cardinal's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Cardinal's operations and result in the unauthorized acquisition or use of clients' confidential or non-public

personal information. Clients and Cardinal are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Cardinal has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Cardinal does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

Borrowing Against Assets/Risks. A client who has a need to borrow money could determine to do so by using:

- **Margin-**The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money, and uses the assets in the client's brokerage account as collateral; and,
- **Pledged Assets Loan-** In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges investment assets held at the account custodian as collateral.

These above-described collateralized loans are generally utilized because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing account positions and incurring capital gains taxes. However, such loans are not without potential material risk to the client's investment assets. The lender (i.e. custodian, bank, etc.) will have recourse against the client's investment assets in the event of loan default or if the assets fall below a certain level. For this reason, Cardinal does not recommend such borrowing unless it is for specific short-term purposes (i.e. a bridge loan to purchase a new residence). Cardinal does not recommend such borrowing for investment purposes (i.e. to invest borrowed funds in the market). Regardless, if the client was to determine to utilize margin or a pledged assets loan, the following economic benefits would inure to Cardinal:

- by taking the loan rather than liquidating assets in the client's account, Cardinal continues to earn a fee on such Account assets; and,
- if the client invests any portion of the loan proceeds in an account to be managed by Cardinal, Cardinal will receive an advisory fee on the invested amount; and,
- if Cardinal's advisory fee is based upon the higher margined account value, Cardinal will earn a correspondingly higher advisory fee. This could provide Cardinal with a disincentive to encourage the client to discontinue the use of margin.

Please Note: The Client must accept the above risks and potential corresponding consequences associated with the use of margin or a pledged assets loan.

Client Obligations. In performing its services, Cardinal shall not be required to verify any information received from the client or from the client's other professionals, and is

expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify Cardinal if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Cardinal's previous recommendations and/or services.

Disclosure Statement. A copy of Cardinal's written Brochure as set forth on Part 2A of Form ADV and Form CRS shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Management Agreement*.

- C. Cardinal shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Cardinal shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on Cardinal's services. Moreover, it remains each client's responsibility to promptly notify Cardinal if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.
- D. Cardinal licenses a model to a wrap fee manager, but has no other relationship with a wrap fee program.
- E. As of September 30, 2023, Cardinal had \$2,771,092,229 (USD) in assets under management on a discretionary basis and \$42,122,482 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

A.

INVESTMENT ADVISORY SERVICES

The client can determine to engage Cardinal to provide discretionary and/or non-discretionary investment advisory services on a *fee* basis, Cardinal's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under Cardinal's management (between 1.00% (or less)) and 1.50%) as follows:

Assets (Market Value)	Annual Management Fee * (% of Assets)	
	Equities	Fixed Income
First \$2.0 million	1.50%	1.00%
Next \$3.0 million	1.25%	0.75%
Next \$5.0 million	1.00%	0.50%
Over \$10.0 million	Negotiated	Negotiated

* Annual management fee charged on cash balances in a Client Portfolio will be charged at the lowest % rate applicable.

To the extent specifically requested by a client, Cardinal may provide financial planning services to its Canadian resident investment advisory clients on investment and non-investment related matters. Any such consultation services, to the extent rendered, shall not be subject to any separate or additional fee.

Fee Dispersion. Cardinal, in its discretion, may charge a lesser investment advisory fee, charge a flat fee, waive its fee entirely, or charge fee on a different interval, based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). **Please Note:** As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Cardinal's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding advisory fees.

Please Note: Conflict of Interest. Cardinal shall generally compensate its representatives based upon the revenues derived from accounts that they service. The representative generally maintains the authority to determine/negotiate the percentage advisory fee. Thus, a conflict of interest is presented because the higher the advisory fee, the greater the representative's (and Cardinal's) compensation.

- B. Cardinal's *Investment Management Agreement* authorizes the custodian to debit the account for the amount of Cardinal's investment advisory fee and to directly remit that management fee to Cardinal in compliance with regulatory procedures. In the limited event that Cardinal bills the client directly, payment is due upon receipt of Cardinal's invoice. Cardinal shall deduct fees and/or bill clients quarterly in arrears, based upon the market value of the assets on the last business day of the previous quarter.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Cardinal shall generally recommend that investment management accounts of Canadian resident clients be maintained at National Bank Independent Network and State Street Trust Company Canada and that investment management accounts of USA clients be maintained at Schwab. Broker-dealers such as Schwab charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). Clients will incur, in addition to Cardinal's investment management fee, brokerage commissions and/or transaction fees, and, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

Asset-Based Fees versus Transaction-Based Fees: Custodians such as Schwab are compensated for their services which include, but are not limited to execution, custody and reporting. Schwab can charge a fixed percentage fee for their services based upon the dollar amount of the assets placed in their custody and/or on their platform. This is referred to as an "Asset-Based Fee." In the alternative, rather than a fixed percentage fee based upon the market value of the assets in its custody, Schwab could charge a separate fee for the execution of each transaction. This is referred to as a "Transaction-Based Fee." Under a Transaction Based fee, the amount of total fees charged to the client account for trade execution will vary depending upon the number of transactions that are placed for the

account. Prior to engaging Schwab regardless of pricing (Asset-Based versus Transaction-Based), the client will be required to execute a separate agreement with Schwab agreeing to such pricing/fees. The fees charged by Schwab are separate and in addition to the advisory fee payable by the client to Cardinal.

- D. Cardinal's annual investment advisory fee shall be prorated and paid quarterly, in arrears, based upon the market value of the assets on the last business day of the previous quarter.
- E. Please Note: The market value of the assets on the last business day of the billing quarter may be adjusted to reflect accrued dividends and interest. Thus, the amount billed may not be equal to the amount reflected on the applicable custodial statement.

The *Investment Management Agreement* between Cardinal and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Management Agreement*. Upon termination, Cardinal shall debit the account for the pro-rated portion of the unpaid advanced advisory fee based upon the number of days that services were provided during the billing quarter.

- F. Neither Cardinal, nor its representatives, accepts compensation from the sale of securities or other investment products.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither Cardinal, nor any supervised person of Cardinal, accepts performance-based fees.

Item 7 Types of Clients

Cardinal's clients shall generally include individuals, business entities, investment companies, pension and profit sharing plans, trusts, estates and charitable organizations. Cardinal generally imposes a \$500,000 CDN minimum account requirement. Cardinal, in its sole discretion, may charge a lesser investment management fee and/or waive or reduce its minimum account requirement based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

- A. Cardinal may utilize the following methods of security analysis:
 - Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)Cardinal may utilize the following investment strategies when implementing investment advice given to clients:
 - Long Term Purchases (securities held at least a year)

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Cardinal) will be profitable or equal any specific performance level(s).

- B. Cardinal's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Cardinal must have access to current/new market information. Cardinal has no control over the dissemination rate of market information; therefore, unbeknownst to Cardinal, certain analyses may be compiled with outdated market information, severely limiting the value of Cardinal's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Cardinal's primary investment strategy, Long Term Purchases, is a fundamental investment strategy. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

- C. Currently, Cardinal primarily allocates client investment assets among various individual equity and fixed income securities, and to a much lesser extent, among no load and/or load-waived mutual funds, on a discretionary and/or non-discretionary basis, in accordance with the client's designated investment objective(s).

Item 9 Disciplinary Information

Cardinal has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither Cardinal, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Cardinal, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. **Licensed Insurance Agents.** Certain representatives of Cardinal, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage certain of Cardinal's representatives to purchase insurance products on a commission basis.

Conflict of Interest: The recommendation by certain of Cardinal's representatives that a client purchase an insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Cardinal's representatives.

Clients are reminded that they may purchase insurance products through other, non-affiliated insurance agents. **Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

- D. Cardinal does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

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

- A. Cardinal maintains an investment policy relative to personal securities transactions. This investment policy is part of Cardinal's overall Policies and Procedures, which serves to establish a standard of business conduct for all of Cardinal's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Cardinal also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Cardinal or any person associated with Cardinal.

- B. Neither Cardinal nor any related person of Cardinal recommends, buys, or sells for client accounts, securities in which Cardinal or any related person of Cardinal has a material financial interest.
- C. Cardinal and/or representatives of Cardinal *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Cardinal and/or representatives of Cardinal are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Cardinal did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Cardinal's clients) and other potentially abusive practices.

Cardinal has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Cardinal's "Access Persons." Cardinal's securities transaction policy requires that an Access Person of Cardinal must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Cardinal selects; provided, however that at any time that Cardinal has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Cardinal and/or representatives of Cardinal *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Cardinal and/or representatives of Cardinal are in a position to materially benefit from the

sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11.C, Cardinal has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Cardinal's Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that Cardinal recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Cardinal to use a specific broker-dealer/custodian), Cardinal generally recommends that investment management accounts be maintained at Schwab. Prior to engaging Cardinal to provide investment management services, the client will be required to enter into a formal *Investment Management Agreement* with Cardinal setting forth the terms and conditions under which Cardinal shall manage the client's assets.

Factors that Cardinal considers in recommending *Schwab* (or any other broker-dealer/custodian to clients) include historical relationship with Cardinal, financial strength, reputation, execution capabilities, pricing, research, and service. Broker-dealers and custodians generally charge commissions and/or transaction fees to effect certain securities transactions. Schwab charge commission rates which Cardinal considers fair and reasonable. Although the commissions and/or transaction fees paid by Cardinal's clients (to the extent such commissions or transaction fees are charged by the custodian) shall comply with Cardinal's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Cardinal determines, in good faith, that the commission/ transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Cardinal will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Cardinal's investment management fee. Cardinal's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Cardinal may receive from Schwab (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Cardinal to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Cardinal may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Cardinal in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist Cardinal in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Cardinal to manage and further develop its business enterprise.

Cardinal's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as result of this arrangement. There is no corresponding commitment made by Cardinal to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the corresponding conflict of interest such arrangement creates.

2. Cardinal does receive referrals from certain broker-dealers. Specifically, Cardinal may receive referrals from a broker dealer referring certain high net worth clients to Cardinal. However, Cardinal does not consider this when it selects or recommends broker-dealers to its clients or prospective clients due to the relative infrequency of these referrals. Cardinal does not pay compensation for these client referrals.
3. Cardinal does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Cardinal will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Cardinal. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs Cardinal to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Cardinal.

Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that Cardinal provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Cardinal decides to purchase or sell the same securities for several clients at approximately the same time. Cardinal may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Cardinal's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in

proportion to the purchase and sale orders placed for each client account on any given day. Cardinal shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Cardinal provides investment advisory services, account reviews are conducted on an ongoing basis by Cardinal's Principals and/or representatives. All investment advisory clients are advised that it remains their responsibility to advise Cardinal of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Cardinal on an annual basis.
- B. Cardinal may conduct account reviews on a non-scheduled basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Those clients to whom Cardinal provides investment supervisory services will also receive a quarterly report from Cardinal summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Cardinal may receive an indirect economic benefit from *Schwab*. Cardinal, without cost (and/or at a discount), may receive support services and/or products from *Schwab*.

Cardinal's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab* as a result of this arrangement. There is no corresponding commitment made by Cardinal to *Schwab* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the conflict of interest that such arrangement creates.

- B. If a client is introduced to Cardinal by either an unaffiliated or an affiliated promoter, Cardinal may pay that promoter a referral fee in accordance with the requirements of Rule 206(4)-1 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Cardinal's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Cardinal by an unaffiliated promoter, the promoter, at the time of the solicitation, shall disclose the nature of his/her/its promoter relationship, and shall provide each prospective client with a copy of Cardinal's written Brochure with a copy of the written disclosure statement from the promoter to the client disclosing the terms of the

solicitation arrangement between Cardinal and the promoter, including the compensation to be received by the promoter from Cardinal.

Item 15 Custody

Cardinal shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Cardinal may also provide a written periodic report summarizing account activity and performance.

Please Note: To the extent that Cardinal provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Cardinal with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Cardinal's advisory fee calculation.

Item 16 Investment Discretion

The client can determine to engage Cardinal to provide investment advisory services on a discretionary basis. Prior to Cardinal assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Management Agreement*, naming Cardinal as the client's attorney and agent in fact, granting Cardinal full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Cardinal on a discretionary basis may, at anytime, impose restrictions, **in writing**, on Cardinal's discretionary authority (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, etc.).

Item 17 Voting Client Securities

Unless the client directs otherwise in writing, Cardinal is responsible for voting client proxies (**However**, the client shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the account assets, including, but not limited to, class action lawsuits.). Cardinal has retained the services of Broadridge Financial Solutions, Inc ("Broadridge"), an independent proxy-voting service provider, to provide research, recommendations, and other proxy voting services for client Proxies. Absent a determination by Cardinal to override Broadridge's guidelines and/or recommendations, Cardinal will vote all client Proxies in accordance with Broadridge guidelines and recommendations which, per their policies, vote all proxies in the best economic interest of our clients. With respect to individual issuers, Cardinal may be solicited to vote on matters including corporate governance, adoption or amendments to compensation plans (including stock options), and matters involving social issues and corporate responsibility. With respect to investment companies (e.g., mutual funds), Cardinal may be solicited to vote on matters including the approval of advisory contracts, distribution plans, and mergers. Cardinal (in conjunction with the services provided by Broadridge) shall maintain records pertaining to proxy voting as required under the Advisers Act. Information pertaining to how Cardinal voted on any specific proxy issue is also available upon written

request. Cardinal also retains Broadridge for its turnkey voting agent service to administer its Proxy voting operation. As such, Broadridge is responsible for submitting all Proxies in a timely manner and for maintaining appropriate records of Proxy votes. Clients may elect not to engage Cardinal to vote Proxies on their behalf. In addition, information pertaining to how Cardinal voted on any specific proxy issue is also available upon written request. Requests should be made by contacting Cardinal's Chief Compliance Officer, DeWayne Osborn. Please Note: No client is under any obligation to have Registrant (in conjunction with Broadridge) vote the client's proxies per the above proxy voting process. In the event that a client wants to vote his/her/its own proxies, the client can advise Registrant's Chief Compliance Officer.

Item 18 Financial Information

- A. Cardinal does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Cardinal is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Cardinal has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Cardinal's Chief Compliance Officer, DeWayne Osborn, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.