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Avidian Wealth Enterprises, LLC is an investment advisor that is registered with the United States Securities and Exchange Commission. Avidian Wealth Enterprises, LLC, conducts its advisory business under the name of Avidian Wealth Solutions. Registration does not imply a certain level of skill or training.

This firm brochure provides information about the qualifications and business practices of Avidian Wealth Solutions. If you have any questions about the contents of this firm brochure, please contact us at 281-822-8800 and/or hopeedick@avidianwealth.com. The information in this firm brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Avidian Wealth Solutions is also available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2 – MATERIAL CHANGES

This Brochure has been updated to include expanded disclosure regarding Avidian’s sub-advisory relationship with certain private investment funds sponsored by Gridline Investments, including information related to Avidian’s compensation, fee calculation practices, and associated conflicts of interest. These details were not described in prior versions of this Brochure.

References to Avidian’s affiliation with the Streettalk Advisors Premier Fund, LP and the Black Swan Funds have been removed from this Brochure. These funds were fully liquidated and final distributions were made to investors during 2025. Accordingly, these funds are no longer active and are no longer included in this Brochure.

Disclosures were added to address conflicts surrounding advisor acquisition incentives.

ANY QUESTIONS: Avidian’s Chief Compliance Officer, Hope Edick, remains available to address any questions regarding this brochure and may be contacted at the telephone number or email address on the cover page of this brochure.

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ITEM 4 - ADVISORY BUSINESS

Avidian Advisory Description

Avidian Wealth Enterprises, LLC was formed in January 2024 in preparation of an internal reorganization and commenced doing business in July 2024 under the name of Avidian Wealth Enterprises, LLC DBA Avidian Wealth Solutions. The firm originated in 2003 as Streettalk Advisors, LLC and in 2015 changed names to STA Wealth Management, LLC and in 2022 the firm began operating as Avidian Wealth Solutions, LLC.

The principal equity owner of Avidian Wealth Enterprises, LLC is Avidian Wealth Solutions, LLC, which is an affiliated entity. Avidian Wealth Solutions is a trade name through which the Firm conducts its advisory business. Avidian Wealth Solutions, LLC is owned directly or indirectly by several supervised persons, including Meridian MLJ, LLC, James Luke Patterson, and Preston Snow who are control persons of the Firm.

Professional Titles

Certain advisory personnel may use professional titles such as “Partner.” These titles are professional designations only and are not intended to imply equity ownership, partnership status, shared liability, management authority, or profit participation in the firm unless otherwise expressly disclosed. Clients should not assume that the use of such titles reflects an ownership interest or economic alignment beyond what is specifically disclosed in this Brochure.

Types of Advisory Services

Investment Management Accounts

Avidian Wealth Solutions (“Avidian” or the “Firm”) is an SEC-registered investment advisor providing investment management, financial planning, and related advisory services to individuals, families, businesses, and institutional clients.

Avidian primarily manages portfolios on a discretionary basis and makes arrangements for efficient custody safekeeping of assets and trade execution. Avidian advises its clients based on information gathered from the client. Clients are asked to complete a Client Information and Financial Planning Profile Worksheet, which asks for information regarding, but not limited to, net worth, and investment goals. According to the information obtained from the worksheet, as well as information obtained from the client during their meeting(s) with one of our advisors, the advisor will discuss and determine, with the client, an investment strategy believed to best suit the client’s needs. This service is provided to individuals, 401(k) plans, and/or their participants, as well as charitable organizations and foundations. Avidian will review, supervise, and manage the account, which consists of all assets covered by the advisory agreement with the client, and all additions to the account.

In limited circumstances, Avidian may allow for non-discretion account management services. In these instances, the Advisor will give advice, recommendations and manage the account per the below, however they will call the client for approval before affecting any trades.

Whether using discretion or non-discretion Avidian provides advice regarding the purchase and sale of mutual funds, stocks, bonds, certificates of deposit, money market funds, government securities and obligations, debt securities, derivative securities or contracts, alternative investments, non-traded investments, and other securities. Generally, all accounts of a client will be aggregated for the purpose of allocating to a model. Avidian offers many managed model solutions. The majority of Avidian's clients are invested in one or more of Avidian's managed models, exceptions may be granted to clients who would like to customize their portfolio, or clients who have joined Avidian through a new advisor transition, therefore not all clients are similarly situated. In these instances, the client will work directly with their Advisor to determine their strategy and allocation. There is no guarantee that the advisory services offered will result in clients' goals and objectives being met. Nor is there any guarantee of profit or protection from loss.

Please Note-Use of Mutual Funds / ETF's: Most mutual funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds that may be recommended and/or utilized by Avidian independent of engaging Avidian as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Avidian's initial and ongoing investment advisory services. **Separate Fees:** All mutual funds (and exchange traded funds ("ETFs")) impose fees at the fund level (e.g., management fees and other fund expenses). All mutual fund and ETF fees are separate from, and in addition to, Avidian's investment advisory fee as described at Item 5 below. **Avidian's Chief Compliance Officer, Hope Edick, remains available to address any questions that a client or prospective client may have regarding the above.**

Sub-Advisory Arrangements

Sub-advisors to Avidian clients - Avidian may engage sub-advisors for the purpose of assisting Avidian with the management of its client accounts. Unless otherwise disclosed in this brochure or in a separate agreement with the client, the sub-advisor will have discretionary authority over the day-to-day management of the assets that are allocated to it by Avidian. The sub-advisor will continue in such capacity until the arrangement is terminated or modified by Avidian or the client. **Please Note:** Should Avidian or a client engage a sub-advisor the fee charged by the sub-advisor, if any, will be detailed in Schedule A of the Avidian Investment Advisory Agreement or the agreement with the sub-advisor and will be debited directly from the client account at the custodian.

Avidian providing Sub-advisory services - In addition, Avidian provides **sub-advisory investment management services** to certain private investment funds (each, a "Fund") that are **sponsored, managed, and operated by Gridline Investments or its affiliates.**

Although Avidian is not the general partner or investment manager of these Funds, it exercises **investment discretion in sourcing, evaluating, and recommending portfolio investments** pursuant to a sub-advisory agreement with the Fund sponsor. Avidian receives compensation from the Fund sponsor based on the assets under management of the Fund.

Avidian may recommend or allocate client assets to one or more of these Funds as part of a client's investment strategy. Because Avidian provides investment advice to the Funds and receives compensation in connection with that role, the SEC considers these Funds to be affiliated for disclosure and conflict-of-interest purposes. Clients should review

Item 5 and Item 8 of this Brochure, as well as the Funds' offering documents, for additional details about related fees, conflicts, and risks.

In addition, in certain cases, Avidian may be granted oversight on accounts which it is not considered the investment manager and does not have discretionary authority. In these instances, Avidian may receive a portion of the advisory fee from the investment manager for review/oversight and planning assistance.

Avidian Wrap Fee Program (Not available to new clients)

Avidian provides investment management services on a wrap fee basis in accordance with our investment management wrap fee program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to the Program were discussed in the Wrap Fee Program Brochure, a copy of which was presented to the Program participants at the onset of their relationship. Under the Program, Avidian is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and Avidian's investment management fees. However, clients may incur additional fees as set forth below. The current annual Program fee ranges from negotiable to 1.50% (See **Fee Differential** disclosure below), depending upon the amount and type of the Program assets.

Please Note: Participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure provided to the participating client(s) at the onset of their participation, the Program fee charged by Avidian for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs. **Please Also Note:** Participation in the Program is no longer available to new clients. Clients who previously participated in the Program are grandfathered should they wish to continue under the Agreement. These clients may opt out at any time.

Avidian maintains legacy wrap fee accounts for existing clients but does not offer wrap programs to new clients.

Clients in wrap programs pay a bundled fee that includes advisory, brokerage, and custody services. Depending on trading activity and account characteristics, this bundled fee may be higher or lower than paying for services separately.

See Item 5 for fees related to legacy wrap accounts.

Financial Planning and Consulting Services (Stand-Alone)

To the extent specifically requested by a client, Avidian *may* determine to provide financial planning and/or consulting services (including investment and non-investment-related matters, business planning, including estate planning, insurance planning, etc.) on a stand-alone fee basis. Fees charged are described in **Item 5**.

Avidian gathers information from the client such as assets, liabilities, and financial goals. Avidian inputs that information into financial planning / retirement planning software. The software uses the information to project the likelihood of various investment outcomes and

generate a Financial Goal Plan report. The software uses several methods of calculating results. All results are hypothetical in nature and do not reflect actual investment results. Implementation of any financial planning recommendation is entirely at the client's discretion. This service is used merely to help the client understand how much they may need to save in order to meet their retirement goals. There is no guarantee that clients will meet their retirement or investment goals even if they follow all Avidian recommendations.

Please Note: Avidian **does not** serve as an attorney or accountant, and no portion of our services should be construed as same. Accordingly, Avidian **does not** prepare estate planning documents, or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e., attorneys, accountants, insurance), including Avidian's representatives in their separate individual capacities as licensed insurance agents of Avidian Insurance Agency, LLC., and licensed CPAs (operating as a CPA Firm as an outside business activity).

Affiliated Private Funds

Avidian Wealth Solutions also acts as the investment manager to the STA Real Estate Fund 1, LP, which is a Texas limited partnership that offers investors access to mid-size real estate investment opportunities with a focus on multi-family residential housing and senior living properties. The principals of Avidian Wealth Solutions are responsible for the selection of investment properties. STA Real Estate Company, LLC acts as the general partner, two of the principals of Avidian Wealth Enterprises, LLC (Michael Smith and Luke Patterson) are affiliated with STA Real Estate Company, LLC. Avidian clients are under absolutely no obligation to consider or make an investment in the STA Real Estate Fund 1, LP.

See Item 5 for fees related to the STA Real Estate Fund 1, LP.

By virtue of Avidian's relationship with Gridline as a sub-advisor to Gridline sponsored funds. Avidian considers these funds to be affiliated for purposes of this disclosure document. (see Sub-Advisory Services above)

See Item 5 for fees related to the Gridline Sponsored Funds.

Please Note: The STA Real Estate Fund 1, LP is closed to new investors. **This brochure is not a public offer of either of these investments.*

Unaffiliated Private Investment Funds

Avidian also provides investment advice regarding unaffiliated private investment funds. Avidian may recommend that certain accredited and/or qualified clients consider an investment in unaffiliated private investment funds. Avidian's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, they are required to sign the sponsor subscription documents to transact the investment (thus these assets are considered non-discretion investments – as Avidian cannot purchase or sell without written approval). The amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Avidian calculating its investment advisory fee.

In some instances, Avidian may consider a private investment opportunity for clients in which certain other Avidian clients are affiliated as a member of the general partnership and/or sponsor of the investment. This could pose a conflict of interest in that an Avidian Advisor could potentially leverage the relationship with the affiliated client sponsor to acquire more assets (thus increasing their investment advisory fee). This could be achieved by an Advisor telling the affiliated client that Avidian will recommend their investment opportunity to its clients if they add assets to their Avidian account. To mitigate this conflict Avidian uses the same due diligence process on all private investment opportunities regardless of any relationship with the sponsor/issuer and the decision to participate in any private offering is made by the Investment Committee. No Advisor has the authority to choose what private investments the firm will offer.

A senior executive officer of Avidian serves on the advisory committee of one such fund. The advisory committee generally reviews matters such as potential conflicts of interest, valuation methodologies, and operational practices, but it does not have authority over portfolio management or investment decisions.

This relationship may present a potential conflict of interest because the executive's service on the advisory committee could provide access to confidential or material non-public information ("MNPI") or could create an incentive—or the appearance of an incentive—to recommend the fund to Avidian clients. The executive does not receive any compensation, economic benefit, or fee for serving on the advisory committee.

Avidian seeks to mitigate these conflicts through disclosure, supervisory oversight, and policies and procedures designed to address the receipt and handling of MNPI, including information-barrier controls, compliance monitoring, and review of recommendations to ensure they are made solely in the best interests of clients.

In addition, it is important to note that there are no special compensation arrangements between any un-affiliated private investment issuer and Avidian or any of its Advisors. Avidian clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, the potential for complete loss of principal, liquidity constraints, and lack of transparency. A complete discussion is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund and acknowledges and accepts the various risk factors that are associated with such an investment. **Please Also Note - Valuation:** If an Avidian Client invests in an unaffiliated private investment fund(s), the value(s) of the investment(s) reported on the custodial statement(s) and/or Avidian generated report(s) shall reflect the most recent valuation provided by the Fund Sponsor or Issuer. Not all Fund Sponsors report valuations on a set schedule. If no valuation post-purchase is provided by the Fund Sponsor, then the valuation shall reflect the initial purchase price until a valuation may be obtained. Therefore, if no valuation update is received from the Fund Sponsor before the client's fee is calculated, the client may pay a fee that is

significantly more or less than they would have paid should the Fund Sponsor have provided a valuation update.

Tailored Advisory Services

When Avidian has discretion over client accounts, clients may instruct Avidian not to purchase or sell certain investments or participate in a particular sector by notifying Avidian in writing. For this reason, not all client accounts will contain the same investments even if invested in the same portfolio model.

There is no significant difference between how Avidian manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client engaged us on a wrap fee basis the client will pay a single fee for bundled services (i.e., investment advisory, brokerage, custody). The services included in a wrap fee agreement or non-wrap fee agreement will depend upon each client's particular need. Clients who engage us on a non-wrap fee basis will pay for services on an unbundled basis, paying for each service separately (i.e., investment advisory, separate account manager fees, brokerage, custody, etc.).

Insurance Network Program

Avidian can provide clients with access to a platform for insurance products through DPL Financial Partners, LLC ("DPL"). All products available through this program are commission free / fee-based products. Should a client determine to purchase an insurance product through the program, DPL (the program sponsor) will receive administrative fees from the insurance carrier based on the product sold and DPL becomes the agent of record on the contract. Avidian will be acting in an advisory capacity to the same client, and the client will pay advisory fees. The advisory fee will be paid according to the terms in the client's advisory agreement (managed account fees). For more detailed information regarding fees and conflicts of interest regarding this service see disclosure in Item 5 Fees and Item 10 Other Business Activities.

Direct Purchase of Fee Based Annuity Products

Avidian has access to several fee-based annuity products offered directly from certain insurance carriers. Should an Avidian Wealth Advisor recommend a client purchase an annuity product through a direct purchase program, Avidian will be acting in its capacity as an investment advisor according to the advisory agreement in place. The market value of the annuity(s) is used in the calculation of the client's management fee. For more detailed information on conflicts of interest see disclosure in Item 5 Fees and Item 10 Other Business Activities.

Client Assets under Management

As of December 31, 2025, Avidian Wealth Solutions had 4.76billion in regulatory assets under management.

Other Services and Information

Financial Institution Consulting Services – Avidian provides investment consulting services to certain broker/dealer’s customers (“Brokerage Customers”) who provide written consent requesting to receive the firm’s consulting services. Mutual One entered into a written advisory agreement with Avidian.

See Item 5 for Fees associated with this service and Item 10 for more detail regarding these services.

Non-Investment Consulting: Avidian Wealth does not hold itself out as providing consulting services other than what is described above under *Consulting Services*. However, to the extent requested by a client, Avidian may recommend the services of other professionals for certain non-investment implementation purposes (i.e., attorneys, accountants, insurance, etc.) including, as disclosed below, to certain Avidian Wealth personnel in their separate capacities as licensed agents (See Item 10 below). The client is under no obligation to engage in the service of any such recommended professional. The client retains absolute discretion over all such decisions and is free to accept or reject any recommendation from Avidian. **Please Note:** If the client engages any such recommended professional and a dispute arises thereafter, relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Avidian requires a client (aggregate account) minimum of \$1,000,000 for its discretionary managed account services. Avidian, in its sole discretion, may reduce its investment advisory fee and/or reduce its minimum \$1,000,000 investable assets per client 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 clients, etc.).

Retirement Rollovers: 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 Avidian recommends that a client roll over their retirement plan assets into an account to be managed by Avidian, such a recommendation creates a conflict of interest if Avidian will earn an advisory fee on the rolled over assets.

No client is under any obligation to rollover retirement plan assets to an account managed by Avidian. Avidian’s Chief Compliance Officer, Hope Edick, remains available to address any questions that a client or prospective client may have regarding the conflict of interest presented by such rollover recommendation.

Separately Managed Accounts: Independent Managers. Avidian may allocate (and/or recommend that the client allocate) a portion of a client’s investment assets among unaffiliated separately managed accounts (“SMAs”) and/or independent investment managers in accordance with the client’s designated investment objective(s). In such situations, the SMA or independent investment managers shall have day-to-day responsibility for the active discretionary management of the allocated assets. Avidian shall continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation, and client investment objectives. Avidian also retains discretion over the account and may hire and

fire the manager. Factors which Avidian shall consider in recommending SMAs or independent investment managers include the client's designated investment objective(s), the Manager's management style, performance, reputation, financial strength, reporting, pricing, and research. **Please Note:** Should Avidian or a client engage a third-party manager the fee charged by the Manager will be detailed in Schedule A of the Avidian Investment Advisory Agreement and/or the agreement with the Manager and will be debited directly from the client account at the custodian.

For regulatory reporting purposes, certain assets managed by Avidian, including sub-advised private fund assets, are included in regulatory assets under management. These assets are not considered separately managed accounts ('SMAs') for purposes of Form ADV Item 5.K. Separately managed accounts generally consist of individual client portfolios where Avidian has discretionary authority.

ERISA Plan Engagements: Avidian may also be engaged by Plan sponsors to provide discretionary and/or non-discretionary investment advisory services to ERISA retirement plans, whereby Avidian shall manage Plan assets in the amount and objective as designated by the Plan sponsor. In such engagements, Avidian will serve as an investment fiduciary as that term is defined under The Employee Retirement Income Security Act of 1974 ("ERISA")- either as a 3(21) fiduciary for non-discretionary engagements or as a 3(38) fiduciary for discretionary engagements. In either engagement, Avidian will generally provide services on an "assets under management" fee basis per the terms and conditions of an Investment Advisory Agreement between the Plan and Avidian.

Participant Directed Retirement Plans: Avidian may also provide investment advisory and consulting services to participant directed retirement plans per the terms and conditions of a Retirement Plan Consulting Agreement between Avidian and the Plan. For such engagements, Avidian shall assist the Plan sponsor to select an investment platform from which Plan participants shall make their respective investment choices, and, to the extent engaged to do so, shall provide corresponding education to assist the participants with their decision-making process.

Client Retirement Plan Assets: If requested to do so, Avidian shall provide investment advisory services relative to the client's 401(k) plan assets. In such an event, Avidian shall allocate (or recommend that the client allocate) retirement account assets among the investment options available on the 401(k) platform. Avidian's ability shall be limited to the allocation of the assets among the investment alternatives available through the plan. Avidian will not receive any communications from the plan sponsor or custodian, and it shall remain the client's exclusive obligation to notify Avidian of any changes in investment alternatives, restrictions, etc. pertaining to the retirement account.

Held Away Assets: In some instances, Avidian may enter into an additional discretionary advisory agreement with clients providing Avidian the authority to manage "held away" assets. In these instances, Avidian will use a third-party technology platform to facilitate management of held-away assets such as defined contribution plan participant accounts. The platform provides Avidian with the ability to view, allocate, and rebalance the account, but Avidian does not obtain clients' login credentials or the ability to withdraw or transfer assets, and therefore this arrangement does not result in Avidian having custody of client funds. Avidian is not affiliated with the platform in any way and receives no compensation economic benefit, or other incentive for using the platform. Once the agreement is

executed a link will be provided to the Client allowing them to connect an account(s) to the platform. Once the Client account(s) is connected to the platform, Avidian will have the ability to review the current account allocations. When deemed necessary, Avidian will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. These are primarily 401(k) accounts, and other assets. As it is impossible to directly debit the management/advisory fee from these accounts, the designate another advisory account as a client's designed "bill to" account. If the client does not have another account under Avidian's management, those fees will be billed directly to the client.

Use of a third-party platform presents certain risks, including reliance on third-party technology, data-feed accuracy, cybersecurity protections, transmission of trading instructions, and potential delays or failures in executing rebalancing instructions.

The service is subject to our ***Fees on Managed Accounts*** as detailed in **Item 5**, below.

Fee Differentials: As indicated above with regard to Avidian's Wrap Fee Program, Avidian shall receive an investment advisory fee based upon a percentage (%) of the market value of the assets placed under management (between negotiable and 1.50%). However, fees shall vary depending upon various objective and subjective factors, including but not limited to the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, and negotiations with the client.

Because we shall generally price our advisory services based upon various objective and subjective factors, similarly, situated clients could pay diverse fees, and the services to be provided by Avidian to any particular client could be available from other advisors at lower fees.

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 Avidian) will be profitable or equal any specific performance level(s).

Cybersecurity Risk: The information technology systems and networks that Avidian and its third-party service providers use to provide services employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Avidian's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Avidian 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. While Avidian has established its systems and protocol to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that Avidian 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.

Client Obligations: In performing its services, Avidian is not required to verify any information received from the client or from the client's other professionals and is authorized to rely on such information without verification. Clients remain responsible to promptly notify Avidian if there is ever any change in their financial situation or investment objectives for the purpose of reviewing/evaluating/revising Avidian's previous recommendations and/or services.

ITEM 5 - FEES AND COMPENSATION

Fees on Managed Accounts

Avidian generally charges an annual advisory fee, based on a percentage (%) of the market value of the assets under management.

Avidian clients and all clients in any Avidian wrap program are billed and collected monthly, in arrears, and calculated based on the average daily balance of the account (see below: **Billing in Arrears (Monthly) – Average Daily Balance ("ADB")**).

In limited circumstances Avidian will permit clients to pay a flat annual fee which is mutually agreed upon and collected according to their Investment Advisory Agreement. In these limited circumstances the fee will not exceed 1.5% of their assets under management.

Billing in Arrears (Monthly) – Average Daily Balance (Avidian Standard)

Generally, the advisory fee is deducted from the client's custodial account on or about the fifth day after the last day of the preceding calendar month. However, under special circumstances (e.g., when clients have 401K accounts with *Fidelity* and/or *Schwab*), Avidian's fees can be billed directly to the client, and the client agrees to pay all Avidian's fees within 30 days of receipt of the invoice. The fee deduction is included on the custodial account statement and invoices are available from Avidian upon request.

Avidian's arrears monthly **Average Daily Balance** fee shall be paid monthly, in arrears, based upon the average daily balance of the assets in the account during the preceding month. The average daily balance is the sum of the ending day balance of the assets in the account divided by the number of days in the billing cycle. Accrued interest is included in the average daily balance calculation.

If the advisory agreement becomes effective after the first day of a calendar month, the fee for that month will be calculated proportionately with respect to the number of days in the month for which the agreement is in effect. If the agreement is terminated prior to the last day of the calendar month, the fee will be calculated proportionately with respect to the number of days in the month that the agreement was in effect.

Avidian's maximum allowable annual fee for managed accounts that are not managed by a third-party manager is 1.5%. See **Item 4** for additional information regarding the fees that Avidian charges for managing accounts on a wrap fee basis. The management fee charged by Avidian does not include fees payable to third-party managers for their management of client accounts, such as sub-advisory arrangements, which fees are either (i) disclosed in separate agreements directly with the sub-advisor,

or (ii) provided in separate disclosures to clients. **Please Note:** Third-party management fees will be debited directly from the client account at the custodian as stated in Schedule A of the *Investment Advisory Agreement*.

Avidian's advisory fees may be negotiable and may vary based on a number of factors deemed relevant by the Firm. Therefore, fees may be lower or higher than fees charged to another client with a similar account. Relevant factors that may lead to a variation in fees include the size and scope of the client's overall relationship with Avidian and its affiliates, the complexity of the client's portfolio or their individual requirements, and the fees that the client's account was charged at another firm prior to transferring to Avidian. Each client signs the Avidian Investment Advisory Agreement which clearly defines the fee that the client will pay prior to any account fee deduction. Avidian's fees may be in excess of the industry norm. Similar advisory services can be obtained for less elsewhere.

Other Fees on Managed Accounts

The fees listed above do not include any bank fees, mark-ups or markdowns, margin interest, national securities exchange fees, wire transfer fees, clearing fees, brokerage charges, custody fees, or other costs or fees associated with the securities transactions or required by law for which the client is responsible. In addition, when beneficial to the client, individual fixed income transactions may be affected through broker-dealers other than the account custodian, in which event, the client generally will incur both the fee (commission, mark-up/mark-down) charged by the executing broker-dealer and a separate "trade away" and/or prime broker fee charged by the account custodian (*Schwab* or *Fidelity*).

Other fees may be incurred while client funds are in a money market fund or other no-load mutual fund, such as internal investment management fees and fund operating expenses, which are reflected in the fund's internal expenses and are disclosed in each fund's prospectus. These fees are charged and collected by the mutual or money market funds and are in addition to the fee the client pays Avidian. These are not offset or refundable to the client. Clients investing in mutual funds through Avidian may also incur transaction fees which would not be incurred if the client were to invest directly with the mutual fund. These transaction fees are charged by the custodian for the convenience of trading in multiple mutual fund families through one account.

As discussed below at **Item 12**, Avidian shall generally recommend that *Schwab*, *Fidelity*, and/or *Inspira Financial* serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab*, *Fidelity*, and *Inspira* charge brokerage commissions and/or transaction fees for affecting certain securities transactions. In addition to Avidian's investment management fee, brokerage commissions and/or transaction fees, 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).

All clients are encouraged to enroll in electronic statement/confirm delivery with their respective account custodian (*Charles Schwab* and/or *Fidelity*). Doing so can reduce some transaction costs charged at the custodian level. **Avidian strongly recommends that clients use multi-factor authentication when enrolling for on-line access.**

Please Note: Although Avidian does not generally recommend the use of margin due to the increased risk. We do allow clients who have specifically requested to maintain margin accounts. Margin clients are billed on the account equity, so a margin balance may not materially affect advisory fee calculations, apart from the potential growth in assets over time. **Please Also Note:** Clients who engage Avidian on a wrap fee basis **will not** incur brokerage commissions and/or transaction or asset based custodial fees in addition to the WRAP fee.

Insurance Network Program Fees

As described above, Avidian can provide clients with access to a platform for insurance products through DPL Financial Partners, LLC ("DPL"). All products that are available through this program are commission free / fee-based products. Should a client determine to purchase an insurance product through the program, DPL (the program sponsor) will receive administrative fees from the insurance carrier based on the product sold and DPL becomes the agent of record on the contract. Avidian will be acting in an advisory capacity to the same client, and the client will pay advisory fees. The advisory fee may be paid in one of two ways (i) paid according to the terms of the clients of the client's advisory agreement based on assets under management (see managed account fees), or (ii) Avidian *may* charge a one-time flat advisory fee which will be disclosed and agreed to in *Schedule One* of the investment advisory agreements.

Financial Planning and Consultation Fees

To the extent specifically requested by a client, Avidian *may* determine to provide **financial planning and/or consulting services** (including investment and non-investment related matters, business planning; including estate planning, insurance planning, etc.) on a stand-alone fee basis per the terms and conditions of a separate written agreement between Avidian and the client. Avidian's planning and non-investment consulting fees are negotiable but generally range from \$2,000 to \$200,000 on a fixed fee basis, and from \$150 to \$500 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

To the extent specifically requested by a client, Avidian provides **financial institution consulting services**. In this instance Avidian receives a consulting fee based on the Assets Under Management from Brokerage Customers who have provided written consent to Mutual One a broker/dealer to receive the investment consulting service from Avidian Wealth and have entered into a written advisory contract with Avidian. The consulting fee is calculated from the Assets Under Management at the financial institute as of the end of a calendar quarter period multiplied by the annualized rate agreed upon in the agreement between the financial institute and Avidian. The initial fee is paid only after the completion of one full calendar quarter period following the date of the executed agreement with broker/dealers. The fee is paid by the financial institution to Avidian.

Fees for Direct Investments/Private Placements/Hedge Funds/Alternative Investments

Investments in pooled vehicles not affiliated with Avidian Wealth Solutions

Avidian may invest account assets in "hedge funds" or other pooled investment vehicles that invest in securities. These funds may be publicly held, private partnerships, or other

types of entities. They may pursue investment strategies that seek to achieve high returns by taking high risks. Typically, investments in these funds are illiquid and are suitable only for investors who can understand and bear the risk of losing all or part of their investment. Investors must meet specific financial criteria. Avidian cannot guarantee that the advisory services offered will result in clients' goals and objectives being met, nor is there any guarantee of profit or protection from loss.

When Avidian advises a client to invest in one of these vehicles, for which Avidian is not the investment advisor to the investment/fund, Avidian's compensation is a management fee that is a percentage of the client's capital account balance in each recommended fund. The percentage applied is the same percentage applied to all other assets managed by Avidian for the client (thus the fee schedule is the same as that detailed above under "Fees on Managed Accounts"). Internal fees for each fund are set forth in the various private placement memoranda.

Clients investing in private investment funds should be aware that such investments involve multiple layers of fees and expenses. These may include, but are not limited to, fund-level management fees, performance-based compensation (e.g., carried interest), administrative expenses, and other operating costs, in addition to Avidian's advisory fee. As a result, the total cost to the client may be higher than investing in traditional securities.

Please Note: Valuation. If an Avidian Client invests in an unaffiliated private investment fund(s). The value(s) of the investment(s) reported on the custodial statement(s) and/or Avidian generated report(s) shall reflect the most recent valuation provided by the Fund Sponsor. Not all Fund Sponsors report valuations on a set schedule. If no valuation post-purchase is provided by the Fund Sponsor, then the valuation shall reflect the initial purchase price until a valuation may be obtained. Client(s) advisory fees are calculated on the reported value. Therefore, if no valuation update is received from the Fund Sponsor before the client's fee is calculated, the client may pay a fee that is significantly more or less than they would have paid should the Fund Sponsor have provided a valuation update.

Investments in pooled vehicles affiliated with Avidian Wealth Solutions

Avidian serves as the sponsor, general partner, and manager for the STA Real Estate Fund, LP. The fees associated with the STA Real Estate Fund I are set forth in the private placement memorandum. Clients invested in the Real Estate Fund will incur fees at the fund level; the amount of the investment is excluded from the client account value for the purpose of calculating the investment advisory fee.

As described in **Item 4. Sub-Advisory Arrangements**, Avidian provides sub-advisory services to certain private investment funds (each, a "Fund") that are sponsored and managed by Gridline Investments or its affiliates. Although Avidian is not the general partner or investment manager of these Funds, Avidian exercises investment discretion in sourcing, evaluating, and recommending portfolio investments for the Funds and is compensated by the Fund sponsor pursuant to a sub-advisory agreement.

Avidian's compensation from the Fund sponsor is typically based on a percentage of the Fund's assets under management. This compensation may differ from — and, in some cases, may be higher than — the fees Avidian charges for similar services provided

directly to advisory clients, which creates an incentive for Avidian to recommend or allocate assets to these Funds over other investment options that do not result in additional compensation to the Firm.

Avidian may also negotiate different sub-advisory fees with respect to Fund assets attributable to investors who are not advisory clients of Avidian than it receives with respect to Fund assets attributable to Avidian's advisory clients.

When Avidian recommends or allocates a client's assets to one of these Funds, the client will **incur additional fees and expenses** beyond the advisory fee the client pays to Avidian under its investment advisory agreement. These additional costs may include management fees, expenses charged by the Fund or its sponsor, as described in the Fund's offering documents.

Furthermore, under most Avidian client advisory agreements, the value of the client's investment in one of these Funds **will be included in the calculation of the client's assets under management ("AUM")** for purposes of determining the advisory fee payable to Avidian. As a result, a client investing in a Fund will bear both (i) the fees and expenses associated with the Fund itself and (ii) the advisory fee charged by Avidian for portfolio management services at the client-account level.

This structure creates conflicts of interest because Avidian and its supervised persons have a financial incentive to recommend these proprietary Funds over other investment options that do not result in additional compensation to the Firm. Avidian seeks to address these conflicts by providing full and fair disclosure to clients, adhering to its fiduciary duty, and implementing policies and procedures reasonably designed to ensure that investment recommendations are in the best interests of clients. Clients are encouraged to review the Funds' private placement memoranda and other offering documents carefully for a complete description of all fees and expenses associated with an investment.

Other Fee and Expense Information

The STA Real Estate Fund and managed accounts incur and pay brokerage commissions, financing, and other transaction costs and expenses in connection with any trading and investment activities, as well as custodian fees for assets held in cash or securities at various banks, broker-dealers, and other financial institutions.

The STA Real Estate Fund pays ongoing operating and offering costs as incurred. These costs include, without limitation, administrative, accounting, custody, transfer, reporting, tax, audit, regulatory, legal fees, and expenses as well as any extraordinary expenses, if any.

Prospective investors should carefully review the Fund's offering documents, including any applicable private placement memorandum, limited partnership agreement, or other governing documents, for a full description of the fees, expenses, and other terms related to an investment in the Fund.

Cash Positions. At any time and for a substantial length of time we may hold a significant portion of a client's assets in cash or money market mutual funds. Investments in these assets may cause a client to miss upswings in the markets. Unless we expressly agree

otherwise in writing, account assets consisting of cash and money market mutual funds are included in the value of an account's assets for the purposes of calculation of Avidian's advisory fee. Accordingly, clients may pay advisory fees on assets that are not actively invested.

Avidian's Chief Compliance Officer, Hope Edick, remains available to address any questions that a client or prospective client may have regarding the above-mentioned billing practice.

Avidian permits certain clients to pay advisory fees through AdvicePay, a third-party payment processing platform. Clients who elect to use AdvicePay authorize the advisory fee amount or calculation directly through the platform. Avidian does not receive any compensation or economic benefit from AdvicePay and does not obtain clients' banking credentials. The Firm's use of AdvicePay does not provide Avidian with custody of client assets.

Commission Transactions

In limited circumstances, certain Avidian representatives are also registered representatives of an unaffiliated broker-dealer. Under Avidian's policies, these representatives are **not permitted to solicit, recommend, or initiate new commission-based brokerage transactions or open new brokerage accounts.**

These representatives may, however, **service previously established brokerage accounts and positions** that were opened prior to the implementation of this restriction. Such servicing activities are limited to administrative support, responding to client inquiries, and facilitating client-directed transactions.

If a client independently chooses to maintain or transact within an existing brokerage account through the broker-dealer, the representative may assist in their individual capacity as a registered representative. In such cases, the broker-dealer will charge brokerage commissions, and a portion of those commissions may be paid to the representative.

Clients are under no obligation to effect transactions through these representatives and are free to use any broker-dealer of their choosing.

Brokerage commissions and other transaction-related costs may be higher or lower than those charged by other broker-dealers. In addition to brokerage commissions, investments such as mutual funds may include internal expenses, including management fees, distribution (12b-1) fees, and other fund-level costs. The broker-dealer may also receive ongoing 12b-1 fees for as long as the client holds such investments.

Conflict of Interest

The receipt of ongoing commissions or trailing compensation (such as 12b-1 fees) by certain representatives in connection with previously established brokerage accounts creates a conflict of interest. This compensation provides a financial incentive for the representative to maintain such accounts or investments.

Avidian addresses this conflict through disclosure and by prohibiting representatives from soliciting or recommending new commission-based transactions. Clients are under no obligation to maintain brokerage relationships or implement transactions through these representatives.

No Advisory Fee on Commission Products

When a representative services a brokerage transaction on a commission basis, Avidian **does not charge an advisory fee** on that product. Conversely, when providing advisory services on a fee basis, Avidian's representatives **do not receive commission compensation** for those advisory services. However, a client may engage Avidian for investment management on an advisory fee basis and separately purchase commission-based products through the representative in their brokerage capacity if such products are appropriate and meet the client's objectives.

See ITEM 10 Registered Representative of a Broker-Dealer below for more information.

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

Avidian nor any of its supervised persons accepts performance-based fees.

ITEM 7 - TYPES OF CLIENTS

Avidian provides investment supervisory services and manages investment advisory accounts for:

- Individuals,
- High net worth individuals,
- Pension and profit-sharing plans,
- Pooled investment vehicles, and
- Corporations
- Trusts, Estates, Charitable Organizations, Endowments
- Other businesses not listed above.

Avidian generally requires a minimum household asset level of \$1,000,000 for a traditional actively managed account.

Avidian, in its sole discretion, may charge a lesser investment management fee and/or reduce or waive its aggregate account minimum 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.). **Please Note:** As a result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisors for similar or lower fees.

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

Method of Analysis

Avidian uses a combination of the following types of analysis in evaluating investments for client accounts:

- Charting—Analysis of charts of past stock performance
- Fundamental—Analysis of financial attributes of a company, such as revenue growth, debt to equity ratio, inventory turnover, etc.
- Technical—Analysis which assumes past performance is a predictor of future performance.

Avidian uses the following sources of information in its analysis among others:

- financial newspapers and magazines,
- research materials prepared by others,
- corporate rating services, timing services,
- annual reports, prospectuses, filings with the Securities and Exchange Commission, and
- company press releases.

Investment Strategies

The investment strategies Avidian uses to implement investment advice include the following:

- long-term purchases (securities held at least a year),
- short-term purchases (securities sold within a year),
- trading (securities sold within 30 days),
- short sales,
- margin transactions – which requires additional documentation from the client,
- Derivatives - option writing, including covered options, uncovered options, or spreading strategies.

The STA Real Estate Fund I, LP is closed to new investors. The Partnership is invested in existing or to-be-developed real estate investment opportunities with third parties through partnerships, joint ventures, or other entities (“**Joint Ventures**”), thereby acquiring non-controlling interests. The objective is to generate risk-adjusted total returns through capital appreciation and current income by providing investors with access to mid-size real estate investment opportunities with a focus on multi-family residential housing and senior living properties.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. Avidian does not guarantee the future performance of any account, the performance of any investment decision, strategy that Avidian may use, or the performance of Avidian’s overall management of the account. Investment decisions made by Avidian, for a client’s account, are subject to various market, currency, economic, political, and business risks. Such investment decisions will not always be profitable.

More specifically, these risks include but are not limited to:

- **Short Sales:** Short selling is the practice of selling investments which are not owned by the seller, generally when the seller anticipates a decline in the price of the investments or for hedging purposes. To complete a short sale, the seller must borrow the investments from a third party in order to make delivery to the buyer. The seller generally will be required to pay a brokerage commission or interest, which will increase the cost to the seller of selling such investments. Until the investments are replaced, the seller will be required to pay, to the lender, amounts equal to any dividends or interest which accrues during the period of the loan of the investments.

Under certain circumstances, including any U.S. or non-U.S. governmental or regulatory action which impacts short selling, a fund may be prematurely forced out of a short position. The lender of a security used to cover a short position generally has the right to demand the return of the stock that has been loaned at any time. In such an event, a fund would be required to replace the borrowed securities by borrowing the securities from another lender. If the fund were unable to replace the borrowed securities, it would be required to close out the short position by buying the security in the market to make delivery. When completing a short sale, the fund could incur a significant loss if the security sold short had increased in value.

Avidian may utilize or recommend investment strategies that involve derivatives, including options such as puts and calls, as well as other instruments whose value is derived from an underlying asset. These strategies may also involve borrowing or the use of leverage.

- **Put and Call Options on specific investments:** A call option gives the purchaser of the option the right to buy and obligates the writer to sell the underlying investments at a stated exercise price at any time prior to the expiration of the option. Similarly, a put option gives the purchaser of the option the right to sell and obligates the writer to buy the underlying investments at a stated exercise price at any time prior to the expiration of the option. Options written may be wholly or partially covered (meaning that the client account holds an offsetting position) or uncovered. Options on specific investments may be used to seek enhanced profits with respect to a particular investment. Alternatively, they may be used for various defensive or hedging purposes.

The use of put and call options may result in losses, force the sale or purchase of portfolio investments at inopportune times, force prices higher than (in the case of put options) or lower than (in the case of call options) current market values, limit the amount of appreciation the funds can realize on its investments, or cause the funds to hold an investment it might otherwise sell. For example, a decline in the market price of a particular investment could result in a complete loss of the amount expended by a fund to purchase a call option (equal to the premium paid for the option and any associated transaction charges). An adverse price movement may result in unanticipated losses with respect to covered options sold by a fund. The use of uncovered option writing techniques may entail greater risks of potential loss to a fund than other forms of options transactions. For example, a rise in the market price of the underlying investment will result in the fund realizing a loss on the calls written, which would not be offset by the increase in the value of the underlying investments, to the extent the call option position was uncovered.

The use of derivatives and leverage can magnify both gains and losses and may increase portfolio volatility. Additional risks include counterparty risk, liquidity risk, and the potential for losses exceeding the initial investment. These strategies may not be suitable for all investors.

- *Withdrawals and Performance:* Numerous hedge funds have experienced material levels of withdrawals and received significant withdrawal requests for upcoming withdrawal dates due to market conditions, fund performance, the need for liquidity by some investors, and other reasons. In response, a number of hedge funds have had to impose liquidity restraints and, in certain cases, dissolve. There can be no assurance that the funds will not in the future experience withdrawal requests at a level that may have an adverse effect on their operations or ability to satisfy such requests.
- *Regulatory Risk:* U.S. and non-U.S. securities and commodities markets are subject to ongoing and substantial regulatory changes. Recently there has been increased government agency scrutiny, as well as self-regulatory scrutiny, of the “hedge fund” industry in general. This includes incidents of regulators unexpectedly announcing regulatory changes or interpretations that prohibited strategies that had been implemented in a variety of formats for many years. For example, in September 2008 the SEC and various non-U.S. regulatory bodies imposed temporary bans on short-selling in a variety of stocks and adopted permanent regulations that may have the effect of making short-selling more difficult or costly. These actions were generally regarded as disrupting market fundamentals and causing unexpected and volatile increases in the stock prices of a variety of issuers, as short sellers closed out their positions by buying securities. Such increased or additional regulation may require the funds to alter the manner in which they do business and could adversely affect their ability to implement their investment programs.

Avidian will endeavor to regularly monitor the managers of the funds in which its pooled investment vehicles are invested, but Avidian is unlikely to have access to information about the underlying portfolio positions of investments in the underlying funds on a regular basis. Investors in the pooled investment vehicles typically have no right to demand such information from the managers. Accordingly, Avidian will not be in a position to analyze or respond to developments within any particular underlying fund unless, and until, information relating thereto is disseminated by the manager to its investors. That information may not necessarily be timely or complete.

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, the potential for complete loss of principal, liquidity constraints, and lack of transparency. A complete discussion is set forth in each fund’s offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund and acknowledges and accepts the various risk factors that are associated with such an investment. **Please Also Note:** Prospective investors should give careful consideration to the risk factors in evaluating the merits and suitability of an investment in a private placement.

Different types of private placement investments carry different types of risks which should be outlined in each offerings document.

Clients should be aware that investments in private funds involve multiple layers of fees, including management fees, performance fees, and other expenses at the fund level, in addition to Avidian's advisory fee.

Financial Planning Methodology and Risks

When providing financial planning services, Avidian utilizes the eMoney and Money Guide Pro software programs. These programs were developed by companies that are not affiliated with Avidian. The methodology underlying eMoney and Money Guide Pro, as well as various assumptions, limitations, and risks associated with the software, are discussed with clients at the time Avidian provides them with financial planning services and delivers the client's Financial Plan Goal report.

Any recommendations or suggestions made by Avidian and/or its advisors, as part of its financial planning services, are not automatically implemented in the client's account. It is entirely up to clients -- in their sole discretion -- to accept or implement Avidian's financial planning suggestions or to make changes based on the results shown in the financial planning report. Avidian may assist clients in implementing recommendations in accounts as to which Avidian provides advisory services. However, this will be undertaken only at the client's specific request, not automatically as part of Avidian's services. Any changes to other accounts must be made or arranged by the clients themselves.

There are limitations and risks inherent in using software for financial planning purposes. The validity of the output produced by the software is dependent on a number of factors, such as the models underpinning the software, the accuracy of the computer coding, the quality of the data put into the models, and the quality of the output generated by the models and ultimately deployed into a report. The potential for errors, such as development, implementation, systems, and human errors are an inherent risk in this process. Risks of loss, corruption, or error due to computer viruses, worms, hacking, intrusions, outages or other factors, and intellectual property disputes could negatively affect the software, its use and performance, and/or the report delivered to clients. While Avidian takes reasonable steps to mitigate these risks to the extent under its control, these risks cannot be eliminated entirely.

ITEM 9 - DISCIPLINARY INFORMATION

Except as disclosed below, neither Avidian Wealth Solutions ("Avidian") nor any of its management persons has been subject to any disciplinary event that is material to a client's evaluation of Avidian's advisory business or the integrity of its management.

Avidian has not been the subject of any disciplinary proceedings by a self-regulatory organization. However, certain management persons or affiliates have been involved in regulatory matters, all of which have been resolved, as described below.

James Luke Patterson - In 2005, a firm with which Mr. Patterson was previously affiliated initiated an arbitration proceeding to recover amounts allegedly owed under a loan made to Mr. Patterson in 2002. The firm obtained a default arbitration award of \$86,045.96. Mr.

Patterson's registration was suspended in December 2005 for failure to satisfy the award. In 2011, Mr. Patterson settled the matter for \$15,000, and FINRA lifted the suspension.

Shaheen Ladhani - Due to community property laws, Mr. Ladhani had a beneficial interest in two stock compensation accounts held by his spouse at another FINRA member firm. These accounts were not disclosed to his former firm in a timely manner as required. Mr. Ladhani self-reported the matter, and the accounts were subsequently disclosed. FINRA imposed a two-month suspension from association with any FINRA member firm and a \$5,000 fine, payable only if Mr. Ladhani seeks to re-associate with a FINRA member firm. The suspension period has been served.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Affiliations with Pooled Investment Vehicles

Avidian and its affiliates sponsor a private investment fund that they manage, The STA Real Estate Fund, LP. Avidian and/or its affiliates serve as the general partners for these funds. The funds do not have independent management. These arrangements are described in more detail above under **Item 4 Advisory Business**. Certain Avidian principals and Advisors have also invested personal assets in these private funds.

Although this arrangement may give Avidian heightened control and discretion over its fund clients, Avidian manages conflicts of interest by adhering to the investment strategy and investment allocation policy discussed in each client's fund offering documents.

Avidian does not charge an advisory fee on any assets in its clients' managed accounts that are invested in the private funds that Avidian has sponsored or serves as the general partner. This is aimed at mitigating this conflict of interest. In addition, Avidian is constrained by fiduciary principles to act in its clients' best interests when managing accounts and will recommend that clients invest in the funds only when it is suitable to do so. Avidian monitors activity in its clients' accounts in an effort to ensure that transactions are appropriate.

Affiliation with Insurance Agency and Licensed Insurance Agents

Clients may receive advice on other commission-based insurance-related products such as fixed annuities and various types of insurance. Some of the investment advisor representatives (IAR's) may be independently licensed with various insurance companies and/or the following affiliated insurance agency Avidian Insurance Agency, LLC.

Affiliated Insurance Agency – Licensed Agents

Avidian Wealth Solutions and/or its principals have an affiliation with Avidian Insurance Agency, LLC.

James "Luke" Patterson and Michael Smith, both principals of Avidian Wealth Enterprises, LLC, own Avidian Insurance Agency, LLC. The percentage of interest is as follows: Luke Patterson 50% and Michael Smith 50%.

Conflict of Interest: The recommendation by an Avidian Wealth representative that a client purchase an insurance product through the firm's affiliated insurance agency, presents a conflict of interest as the receipt of commissions to the insurance agency benefits Avidian Wealth Enterprises, LLC, and the other owners of the agency. In addition, Michael Smith and Luke Patterson, licensed agents of Avidian Insurance Agency, LLC, receive normal and customary commissions for the sale of insurance products. No client is under any obligation to purchase any insurance commission products from Avidian and/or its representatives. Clients are reminded that they may purchase insurance products recommended by Avidian through other non-affiliated or insurance agencies. In addition, Avidian Wealth is constrained by fiduciary principles to act in its clients' best interests when providing advice and will recommend that clients purchase an insurance product only when it is suitable to do so. Avidian Wealth monitors these arrangements in an effort to ensure that purchases are appropriate.

Non-Affiliated Insurance Agency - Licensed Agents

Some of the Avidian Investment Advisor acting in the capacity of an insurance agent may recommend insurance products with non-affiliated agencies on a commission basis.

Conflict of Interest: This presents a conflict of interest as the IAR may receive fees for the advice and receive commission on the sale of the product. Clients are reminded that they may purchase insurance products recommended by Avidian Wealth's advisors through other insurance agents. In addition, Avidian Wealth is constrained by fiduciary principles to act in its clients' best interests when providing advice and will recommend that clients purchase an insurance product only when it is suitable to do so. Avidian Wealth monitors these arrangements in an effort to ensure that purchases are appropriate.

Insurance Network Program

As described above Avidian can provide clients with access to a platform of insurance products through DPL Financial Partners, LLC ("DPL"). All products available through this program are commission free / fee-based products. Should a client decide to purchase an insurance product through the program, DPL (the program sponsor) will receive administrative fees from the insurance carrier based on the product sold and DPL becomes the agent of record on the contract. Avidian will be acting in an advisory capacity to the same client, and the client will pay advisory fees as detailed in **Item 5**.

Conflict of Interest: The recommendation by an Avidian Wealth advisor that a client purchase an insurance product through the DPL program, presents a **conflict of interest** as the client may or may not pay more to purchase an insurance product through the program rather than through the advisor in his or her separate capacity as an insurance agent, or by purchasing a product direct from an insurance carrier. No client is under any obligation to purchase any insurance products through the DPL program or from Avidian and/or its representatives. Clients are reminded that they may purchase insurance products recommended by Avidian through other non-affiliated insurance agencies. In addition, Avidian Wealth is constrained by fiduciary principles to act in its clients' best interests when providing advice and will recommend that clients purchase an insurance product only when it is suitable to do so. Avidian Wealth monitors these arrangements in an effort to ensure that purchases are appropriate.

Direct Purchase of Fee Based Annuity Products

Avidian has access to several fee-based annuity products offered directly through certain insurance carriers. Should an Avidian Wealth advisor recommend a client purchase an annuity product through the direct purchase program, Avidian will be acting in its capacity as an investment advisor according to the advisory agreement in place with the client, and the client will pay their stated management fee based on the assets under management.

Conflict of Interest: The recommendation by an Avidian Wealth Advisor that a client purchase a fee-based annuity using the direct purchase option presents a conflict of interest as the client may or may not pay more in management fees to purchase an annuity product using this service rather than if they purchase through the advisor in his or her separate capacity as an insurance agent. Or through the DPL network. No client is under any obligation to purchase any annuity through their advisory relationship with Avidian and/or its representatives. Clients are reminded that they may purchase annuity products recommended by Avidian through other non-affiliated insurance carriers and/or agencies. In addition, Avidian Wealth is constrained by fiduciary principles to act in its clients' best interests when providing advice and will recommend that clients purchase an insurance product only when it is suitable to do so. Avidian Wealth monitors these arrangements in an effort to ensure that purchases are appropriate.

Related Persons

Avidian is affiliated with certain entities, including Avidian Insurance Agency, LLC, and STA Real Estate Company, LLC, due to common ownership and/or control. These relationships create potential conflicts of interest, as Avidian may have an incentive to recommend services or investments involving these affiliates. Avidian addresses these conflicts through disclosure, supervisory oversight, and policies designed to ensure recommendations are made in the best interest of clients.

Financial Institution Consulting Services

Avidian has an agreement with Mutual One, a broker/dealer whereby Avidian provides investment consulting services to certain Mutual Securities brokerage customers. Mutual One compensates Avidian for providing investment consulting services to those designated customers. This consulting arrangement does not include assuming discretionary authority over Brokerage Customers' brokerage accounts or the monitoring of securities. These consulting services offered to Brokerage Customers may include a general review of Brokerage Customers' investment holdings, which may or may not result in Avidian's investment advisor representative making specific securities recommendations or offering general investment advice. Brokerage Customers will execute a written advisory agreement directly with Avidian.

This relationship presents **conflicts of interest**. Potential conflicts are mitigated by Brokerage Customers consenting to receive investment consulting services from Avidian; by Avidian not accepting or billing for additional compensation on broker/dealers' Assets Under Management beyond the consulting fees disclosed in **Item 5** in connection with the investment consulting services; and by Avidian not engaging as, or holding itself out to the public as, a securities broker/dealer. Avidian Wealth is not affiliated with any broker/dealer.

Retirement Plan Advisory Services & Compensation

Avidian provides investment advisory services to retirement plans, including but not limited to 401(k), 403(b), and defined benefit plans. In this capacity, we may act as either a 3(21) fiduciary advisor (providing investment recommendations) or a 3(38) fiduciary advisor (with discretionary authority over investments), depending on the terms of our agreement with the plan sponsor.

Conflict of Interest: Since our compensation is derived from plan assets, this arrangement may create a conflict of interest, as our fee may increase with the growth of plan assets. However, we mitigate this conflict by acting in a fiduciary capacity, ensuring that our recommendations are made in the best interests of plan participants and beneficiaries. We do not receive commissions, revenue-sharing payments, or other indirect compensation from third-party investment providers unless explicitly disclosed to the plan sponsor. For further details regarding our fees and services, please refer to **Item 5** (Fees and Compensation) of this Brochure.

Registered Representatives of a Broker-Dealer

As discussed above, certain of our representatives are also, in their separate and individual capacities, registered representatives of Purshe Kaplan Sterling, a broker-dealer. This relation provides the registered representative with the ability to service their clients previously purchased commissioned broker-dealer products and if applicable receive any remaining trail commissions. Clients can choose to engage these registered individuals but are under no obligation to do so. These securities are not included in any management fee calculation.

Conflict of Interest: The recommendation by these representatives that a client purchase a securities commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. To mitigate this risk Avidian Advisors, who are also registered representatives of a broker-dealer are not permitted to conduct new business, they may only service existing business held at the broker-dealer. No client is under any obligation to purchase any commissioned products from Avidian's representatives. Clients are reminded that they may purchase securities or insurance products recommended by Avidian through other, non-affiliated insurance agents or registered representatives of a broker-dealer.

Financial Incentives Related to Advisor Transitions

From time to time, the Firm may provide certain supervised persons with transition-related compensation, such as a sign-on bonus or additional compensation contingent upon meeting specified asset or revenue thresholds following their association with the Firm.

This compensation creates a conflict of interest because it provides a financial incentive for the supervised person to recommend that clients transfer or maintain their advisory relationship with the Firm rather than remaining with another advisory firm or custodian.

The Firm's use of professional titles (including "Partner") does not alter this analysis and does not reflect equity ownership or economic participation unless otherwise disclosed.

The Firm seeks to mitigate this conflict through its fiduciary obligations, supervisory oversight, and policies requiring that all recommendations be made in the client's best interest without regard to the Firm's or the advisor's financial incentives.

Avidian' Chief Compliance Officer, Hope Edick, remains available to address any questions that a client or prospective client may have regarding the above conflicts of interest.

ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

Avidian has adopted a Code of Ethics which describes the general standards of conduct Avidian expects of all firm personnel (collectively referred to as "employees"). Failure to uphold the Code of Ethics may result in disciplinary sanctions, including termination with Avidian. Any client or prospective client may request a copy of Avidian's Code of Ethics which will be provided, at no cost, by contacting Hope Edick at 281.822.8800.

The following basic principles guide all aspects of Avidian's business and represent the minimum requirements to which Avidian expects employees to adhere:

- Clients' interests come before employees' personal interests and before Avidian's interests.
- Avidian must fully disclose all material facts about conflicts, of which it is aware, between Avidian and its employees' interests, on the one hand, and client and Avidian's interests on the other.
- Employees must operate on Avidian's behalf and on their own behalf consistently with Avidian's disclosures and manage the impacts of those conflicts.
- Avidian and its employees must not take inappropriate advantage of their positions of trust with or responsibility to clients.
- Avidian and its employees must always comply with all applicable securities laws.

Personal Securities Trading

Trading by Avidian personnel in their personal accounts is subject to review and, in some cases, requires prior approval by Avidian's Chief Compliance Officer (CCO). Employees are allowed to trade in their personal accounts in stocks, mutual funds, bonds, ETFs, and pre-approved private placements. Employees may invest simultaneously with clients as long as the same price is obtained. Investing in private placements in personal accounts must be pre-approved by the CCO. Personal trades must be reported quarterly to the Avidian CCO, and holdings are reported annually. Both personal trades and holdings are reviewed on a periodic basis to ensure compliance with Avidian's policy. Breaches to the policy are taken seriously and may be met with disciplinary action, including termination of employment.

The Avidian principals have also invested in the Premier Fund and the STA Real Estate Fund as limited partners; therefore, have ownership interests beyond owning the general partners of each fund. See **Item 10** “Other Financial Industry Activities and Affiliations” for more information on the conflict of interest this presents.

Outside Business Activities

Employees are required to report to Avidian any outside business activities generating revenue. If any are deemed to be in conflict with clients, such conflicts will be fully disclosed, or the employee will be directed to cease this activity.

Advisor Transition Assistance

As described in **Item 10** above, certain supervised persons may receive transition-related compensation that creates a conflict of interest. The Firm addresses this conflict through its Code of Ethics and supervisory procedures designed to ensure that all advice is provided in the client's best interest.

ITEM – 12 BROKERAGE PRACTICES

Broker Selection

Avidian selects the brokers or dealers that handle securities transactions in client accounts and negotiates their commissions. Avidian has entered into agreements with *Charles Schwab*, *Fidelity*, and Inspira Financial to act as custodians for client accounts. Avidian does not have any affiliation with these broker-dealers/custodians. The commissions charged by *Schwab*, *Fidelity*, and Inspira, are comparable with those of other broker-dealers in return for like products and services; however, they may be higher in some instances than those obtainable from other brokers. Avidian generally trades through the custodian in order to manage transaction fees. Avidian and its personnel receive no commissions or 12(b)-1 fees from accounts held at these custodians.

Best Execution

Avidian's policy is to attempt to obtain the best execution for its clients' securities transactions. What constitutes “best execution” as well as determining how to achieve it is inherently uncertain. In evaluating whether a broker will provide best execution, Avidian considers a range of factors. These include:

- Historical net prices (after markups, markdowns, or other transaction-related compensation) on other transactions.
- The execution, clearance, settlement, and error correction capabilities of the broker in connection with securities of the type and amounts to be bought or sold.
- The availability of no-load mutual funds.
- The broker's reliability and financial stability.
- The commission structure.
- The quality of information provided to Avidian and to clients.

Avidian is not required to select the broker that charges the lowest transaction cost if the Firm reasonably determines that the broker provides overall execution quality and services that are in the client's best interest. Avidian expects at times that clients will pay more than

the lowest transaction cost available in order to obtain for Avidian and/or its clients services and products other than securities transactions execution. As noted above, Avidian generally trades through the custodian in order to manage transaction fees.

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

Factors that Avidian considers in recommending *Schwab, Fidelity and/or Inspira* (or any other broker-dealer/custodian to clients) include historical relationship with the client, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Avidian's clients shall comply with Avidian's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to affect the same transaction where Avidian determines, in good faith, that the commission/transaction fee is reasonable. In seeking the 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 services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Avidian 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, Avidian's investment management fee. Avidian'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.

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, Avidian may receive from *Schwab, Fidelity and/or Inspira* (or another broker-dealer/custodian, vendor, platform, or product sponsor) without cost (and/or at a discount) support services and/or products, certain of which assist Avidian to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Avidian 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 Avidian 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 Avidian in managing and administering client accounts. Others do not directly

provide such assistance but rather assist Avidian to manage and further develop its business enterprise.

Soft-Dollar Benefits

Avidian currently has no formal soft-dollar arrangements, where specific products or services are paid for with soft dollars generated for Avidian by individual trades Avidian places in client accounts. However, as referenced above, the custodians are providing Avidian with certain products and services. Products or services provided by the custodians may be used to service all or a substantial number of Avidian's accounts, including accounts not maintained at the particular custodian providing that product or service and without allocating products or services among accounts. To the extent these products or services are provided to Avidian without charge, Avidian receives a benefit because it does not have to produce or pay for the products or services out of its own pocket.

These arrangements with the custodians pose a conflict of interest for Avidian to the extent that they create an incentive for Avidian to suggest clients maintain their assets in accounts at the custodians on the basis of products and services that may become available to Avidian as a result, rather than solely on the basis of the nature, cost or quality of custody and brokerage services provided to clients. However, Avidian is constrained by fiduciary principles to act in its clients' best interests and will suggest the custodians to clients only when it appropriate to do so. In addition, Avidian maintains an awareness of the services provided to clients by the custodians in an effort to ensure that clients are well served.

These support services are provided to Avidian based on the overall relationship between Avidian and the custodian. It is not the result of soft dollar arrangements or any other express arrangements with *Schwab*, *Fidelity* and/or *Inspira* (or another broker-dealer/custodian, vendor, platform, or product sponsor) that involves the execution of client transactions as a condition to the receipt of services. Avidian will continue to receive the services regardless of the volume of client transactions executed.

Additional Benefits – Transition Assistance

In addition to the support services listed above, in some circumstances Avidian may receive transition assistance from some of the custodians that Avidian may recommend to clients.

Transition assistance received from *Fidelity* is paid directly to third-party vendors for services associated with on boarding a new Avidian Advisor and their clients. Examples of these payments include, but are not limited to client account transfer fees, additional technology expenses, legal fees.

This creates a potential conflict of interest as receipt of this benefit could incentivize Avidian to recommend one custodian over another. Avidian attempts to mitigate these conflicts of interest by evaluating and recommending them based on the benefits that such services provide to our clients, rather than the transition assistance offered. **Please Note:** Avidian does not require advisors or clients to choose any particular custodian.

Additional Benefits

Avidian occasionally hosts client and/or prospecting events where various wholesalers, or fund sponsors provide certain economic benefits intended to help them manage and further develop its business enterprise, marketing, and business development. Specifically, Avidian receives monetary support for hosting firm events. Payment is made on behalf of Avidian directly to third-party vendors and/or to Avidian for specific amounts as reimbursement for costs associated with the events.

Clients do not pay more for services as a result of this arrangement. There is no corresponding commitment made by Avidian to any other entity to invest any specific amount or percentage of client assets in any specific securities as a result of the arrangement.

Brokerage for Client Referrals

Avidian does not directly or indirectly compensate any broker for client referrals.

Broker Review

At least annually, Avidian's Chief Compliance Officer and Chief Executive Officer review brokerage relationships in light of the factors referenced above.

Directed Brokerage

Avidian requires managed account clients to use one of its approved custodians and does not permit clients to direct their brokerage to other broker-dealers. As noted above, Avidian generally trades through the custodian in order to manage transaction fees. See the discussion above in this **Item 12** for information about the conflicts of interest posed by Avidian's arrangements with the custodians.

Order Aggregation

When a client is invested in an Avidian managed model, Avidian will generally aggregate brokerage orders for those clients and allocate the securities purchased or sold among the participating accounts, with each account receiving the same terms once they are fully allocated into a model. The proportion in which participating account(s) will share transactions will be determined by the portfolio manager(s) on the basis of investment objective, cash availability, expected cash and liquidity needs, and other relevant factors. The overarching principle for every allocation is that no account is unfairly favored over another account that is similarly situated over time. However, since client accounts are held at different brokers/custodians (*Schwab*, *Fidelity*, and/or *Inspira*) not all clients will receive the same price. In addition, *Schwab* and *Fidelity* do not provide an expense advantage to participating accounts in an aggregated trade. Rather than charging one

transaction fee for the aggregated trade, transaction fees (if applicable) are applied to each account as if the trade had been enacted on an account-by-account basis.

There are times when orders are not executed on the same terms, these are considered “one-off trades.” One-off trades occur when a client requests a trade for their account and/or another client requests a purchase or sale of the same security at a later time during trading hours. In addition, Avidian considers trades to be one-off, when a firm advisor requests or effects a trade on behalf of their client to generate cash or meet an objective and another firm advisor trades for his/her client the same security for liquidity or objective reasons. The Avidian Trader reviews all trades and rationale to ensure that no client is treated unfairly or favored over another.

ITEM 13 - REVIEW OF ACCOUNTS

Managed Accounts

Avidian Investment Advisor Representatives conduct client reviews. Through the use of trading and investment software programs, managed account holdings are compared to the selected portfolio model for allocation purposes, as well as monitored for performance. The Chief Investment Officer and other members of the investment team discuss the performance of each Avidian model in a weekly investment committee meeting. The members of the investment committee meet with the investment advisor representatives at least monthly to discuss the accounts. Avidian personnel generally contact clients annually to schedule an in-depth portfolio review with one of the advisors. Clients are also provided access to Avidian Wealth Advisors’ Portal through Orion, and each client is provided direct access to their account custodian website, where they may obtain reporting on their performance and other account information.

Pooled Investment Vehicles

Each private fund’s investment manager is responsible for monitoring the holdings of its respective fund on at least a quarterly basis.

For funds where Avidian is the Sponsor and/or General Partner Avidian provides investors with written annual audited financial statements examined by independent auditors, as well as annual tax information.

Financial Plans

Avidian Wealth Solutions offers a varying degree of financial planning services. Prior to implementing a financial plan, clients will complete a financial planning services agreement which will outline the scope of the service. Financial planning reports generated by eMoney and/or Money Guide Pro software are reviewed by Avidian investment personnel and then delivered to the client, usually in a face-to-face meeting to explain the results. Dependent upon the service chosen in the agreement, Avidian may or may not have an obligation to update, monitor, or amend any advice or report provided. The agreement determines the scope of the client and Advisor obligation. Please note the Financial Planning Services Agreement is separate from the Investment Advisory Agreement. Should a financial planning client wish to have Avidian manage their investment account, the client will need to sign a separate Investment Advisory Agreement. Financial planning clients are reminded they are under no obligation to act on the advice provided in the plan.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

Avidian does not receive any economic benefits, compensation, or other incentives from custodians, product sponsors, DPL Financial Partners, or insurance companies in connection with the recommendation of any investment or insurance product. Any compensation received by an Avidian supervised person for the sale of insurance products is disclosed in **Item 10** and does not affect the advisory fee that clients pay to Avidian.

Avidian may compensate certain supervised persons for referring clients to the Firm as part of its internal compensation and incentive programs. These arrangements do not increase the advisory fees paid by clients and are not tied to the recommendation of any specific investment product. These internal referral incentives create a potential conflict of interest because supervised persons may have a financial incentive to refer clients to Avidian. Avidian mitigates these conflicts through disclosure, supervision, and policies and procedures reasonably designed to ensure recommendations and referrals are made in clients' best interests.

From time to time, Avidian may enter into written solicitation agreements with third-party solicitors who refer prospective clients to the Firm. In such cases, Avidian will comply with Rule 206(4)-3 of the Investment Advisers Act, including delivering all required disclosures to clients and ensuring the solicitor agreement meets regulatory requirements. Any solicitor compensation is paid by Avidian and does not increase a client's advisory fee.

Avidian does not receive non-cash compensation, soft dollars, or sales incentives from custodians, product providers, or DPL in exchange for client referrals, asset levels, insurance business, or product usage.

In addition, Avidian does allow its supervised persons to send a thank you gift or gift card as token of their appreciation to friends or clients for referrals. The value may not exceed \$100.00 and gift cards may not be redeemable in cash. All gifts must be reported to the compliance department.

As indicated at **Item 12** above, Avidian may receive from *Schwab, Fidelity, and/or Inspira* without cost (and/or at a discount), support services and/or products. Avidian's clients do not pay more for investment transactions affected and/or assets maintained at *Schwab, Fidelity, and/or Inspira* as a result of this arrangement. There is no corresponding commitment made by Avidian to *Schwab, Fidelity and/or Inspira* 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 arrangements.

Avidian may recommend or select broker-dealers and custodians that provide services or benefits to Avidian, including operational support, technology, or research tools. These arrangements create a conflict of interest, as Avidian has an incentive to select such providers. Avidian seeks to mitigate this conflict by evaluating best execution and acting in the best interest of clients.

Avidian may use testimonials, endorsements, and third-party ratings in its marketing materials. In certain cases, Avidian may provide cash or non-cash compensation, directly or indirectly, to individuals or entities providing such testimonials or endorsements. These arrangements create a conflict of interest.

Avidian complies with SEC Rule 206(4)-1 by ensuring appropriate disclosures are provided and that all testimonials and endorsements are presented in a fair and balanced manner.

Advisor Transition Incentives

The Firm may offer certain financial incentives to advisors who join the Firm in connection with transitioning their advisory business. These incentives may include enhanced payout rates, bonuses, or participation in arrangements under which the Firm may purchase all or a portion of an advisor's existing or future revenue stream or client relationships.

These arrangements create a conflict of interest because they provide an incentive for advisors to encourage clients to transfer their advisory accounts to the Firm in order to increase the advisor's compensation or to satisfy the terms of an asset or revenue-purchase arrangement. As a result, an advisor may have a financial incentive to recommend that clients move their accounts, even when comparable advisory services may be available elsewhere.

The Firm seeks to mitigate these conflicts through disclosure, supervisory oversight, and by requiring that all client recommendations be made in the client's best interest based on the client's individual financial circumstances and objectives. Clients are under no obligation to transfer their accounts to the Firm and may choose to remain with their existing advisory provider or select another adviser of their choosing.

Avidian's Chief Compliance Officer, Hope Edick, remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflict of interest such arrangements may create.

ITEM 15 - CUSTODY

Avidian is deemed to have "custody" of managed accounts for the following reasons:

- Because Avidian generally has the authority to instruct the account custodian to deduct the management fee directly from the client's account. This limited access is monitored by the client through receipt of account statements directly from the custodian. These statements show the deduction of the management fee from the account.
- Certain Avidian clients may establish standing letters of authorization ("SLOAs") with their qualified custodian to permit third-party money movement. All such arrangements are established directly with the custodian, and the client must complete and sign the custodian's authorization forms prior to any transfer of funds.

Avidian's role with respect to these SLOAs is **strictly administrative and limited** to transmitting client-approved instructions to the custodian. Avidian does not have authority to independently designate or change third-party recipients, and all transfer instructions must be consistent with the client's pre-established standing instructions maintained by the custodian.

Avidian follows the requirements of the SEC's Custody Rule and relies on the guidance set forth in the February 21, 2017, No-Action Letter issued to the Investment Adviser Association (the "IAA SLOA Letter"), including adherence to the seven conditions outlined therein, which are designed to ensure that such arrangements do not result in custody.

Avidian may direct transfers via check or ACH only between accounts with identical client registration, as permitted by the custodian. Any wire transfer or third-party disbursement requires the client to complete and sign the custodian's money movement authorization form, which specifies the receiving account information. Avidian does not have the ability to alter or override these client-established instructions.

- Because Avidian or its affiliate(s) serve as the general partner and/or investment advisor the STA Real Estate Fund 1, LP, they are also deemed to have custody of those assets.
- Because one of Avidian's investment advisor representatives serves as the trustee for a client. Please Note – this is a one-off situation, and this arrangement is not generally permitted by Avidian Advisors.
- When clients receive their account statements from the custodian, they should carefully review those statements. If clients receive account statements from Avidian, they are reminded to compare the statements from Avidian with the account statements from their custodian. Clients should contact both Avidian and the custodian if there are unexplained discrepancies.

Additionally, Avidian engages an outside auditor to conduct an annual audit and/or surprise examination of the private funds' financial statements. Although Avidian attempts to deliver the audited financials to all STA Real Estate Fund investors within 180 days of the fund's fiscal year end, delivery in the past has been delayed due largely to the fact that not all fund managers of the underlying funds and/or private equity issuers report to the fund on time. The STA Real Estate Fund assets are in the custody of a qualified custodian who is sending investors quarterly statements.

Avidian also has engaged an outside auditor to conduct a surprise examination on the client account(s) for which a supervised person acts as the Trustee.

Avidian's use of AdvicePay for fee processing does not create custody, as Avidian does not have access to client banking information or the ability to withdraw funds other than advisory fees authorized by the client.

ITEM 16 - INVESTMENT DISCRETION

Avidian's primary practice allows for discretionary authority to manage accounts on behalf of its clients. Clients provide Avidian with a limited power of attorney granting trading authority and authority to instruct the custodian to withdraw its investment management fee monthly (or according to the investment advisory agreement). Avidian determines, for all discretionary clients, what securities are to be purchased and sold, how much, when, and negotiates commissions with the account custodians.

This authority is granted for managed accounts through the investment advisory agreement each client executes with Avidian. This authority is granted to Avidian for proprietary private funds by the limited partnership agreements.

Managed account clients may limit Avidian's discretionary authority by imposing reasonable restrictions as part of their investment advisory agreement with Avidian. Avidian in its sole discretion may determine whether any requested restriction is reasonable.

As stated in **Item 4**, Avidian, in very limited circumstances, will manage an account on a non-discretionary basis.

Participation in private placement offerings is considered non-discretionary as the client must complete a separate subscription document with the issuer of the offering.

ITEM 17 - VOTING CLIENT SECURITIES

Avidian does not vote client proxies and has instructed the custodian to forward all proxy material directly to the client. Avidian shall forward to the client, or to the advisor(s) for an employee benefit plan covered by ERISA, any proxy materials it receives that pertain to the assets in the client's account unless the account relates to an employee benefit plan and the plan's trust agreement provides otherwise. Clients will receive proxy materials directly from the custodian by U.S. Mail or by email. Clients may contact Avidian with questions concerning particular proxy matters.

ITEM 18 - FINANCIAL INFORMATION

Avidian Wealth Solutions does not require or solicit prepayment of advisory fees in excess of \$1,200 per client, six months or more in advance.

Avidian Wealth Solutions has no financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients.

The Firm is not the subject of any bankruptcy petition and has not been the subject of a bankruptcy proceeding within the past ten years.

The Firm has no financial arrangements, commitments, or contingencies that are material to a client's evaluation of the Firm's advisory business.

This brochure is designed to align with Form ADV Part 1A disclosures, address key SEC exam focus areas, and provide clear, transparent disclosure of material conflicts of interest.