

Item 1 - Cover Page

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March 27, 2026

This brochure provides information about the qualifications and business practices of Kingdom Financial Group, LLC. If you have any questions about the contents of this brochure, please contact us at (623) 974-0300. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Kingdom Financial Group, LLC is also available on the Internet at www.adviserinfo.sec.gov. You can view information on this website by searching for Kingdom Financial Group, LLC's name or by using its CRD number: 155676.

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

Item 2 – Material Changes

This Brochure dated March 27, 2026, represents the annual amendment of Form ADV Part 2A of Kingdom Financial Group, LLC.

Since our last annual updating amendment dated March 25, 2025, we have updated our Assets Under Management as of December 31, 2025. We have also made various updates throughout the Brochure, but do not consider any of the changes to be material.

We will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after our firm's fiscal year ends. Our firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. We will also provide information about material changes as necessary between annual updates to our Brochure.

We will deliver a complete copy of our Brochure upon your request at any time during the year. Please contact us at (623) 974-0300, to request a Brochure.

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Item 4 – Advisory Business

Ownership

Kingdom Financial Group, LLC (sometimes referred to as “KFG”, “Advisor”, or “we”) are an investment advisor registered with the United States Securities and Exchange Commission since July 2, 2018. Kingdom Financial Group, LLC was previously registered at the state level since January 26, 2011. We are an S Corp formed under the laws of the State of Arizona. The principal owners are Steven D. Fullerton and Stephanie E. Fullerton. When offering our services, we may use the doing business name IQ Wealth Advisory, LLC.

General Description of Advisory Services

We offer personalized investment advisory services including investment managing services, financial planning and consulting services, seminars, and newsletters. The following are brief descriptions of our services. A detailed description is provided in **Item 5, Fees and Compensation**, so that clients and prospective clients (sometimes referred to as “you”) can review the services and description of fees more thoroughly.

Financial Planning Services (Plans and Consulting)

Financial planning can be described as helping individuals determine and set their long-term financial goals through investment planning, tax planning, asset allocation, risk management, retirement planning and other areas. Note, our tax planning services are not a substitute for working with a Certified Public Accountant (individually, a “CPA” and collectively “CPAs”). When providing financial planning and/or consulting services, the role of an investment advisor representative (IAR) is to find ways to help clients understand their overall financial situation and help them set financial objectives.

We provide advisory services in the form of written comprehensive or focused financial plans, as well as more targeted consulting services for situations where a written financial plan is not needed. These services do not involve the active management of client accounts. Instead, comprehensive planning services focus on a client’s overall financial situation. Consulting services focus on specific areas of client concern and may not take other aspects into consideration.

Investment Management Services

We offer investment management services, which allow us to exercise discretion to implement a specialized investment strategy that is managed by either us or a third-party money manager.

To provide investment management services to our clients, we have entered into a sub-advisory relationship with AE Wealth Management, LLC (“AEWM”). This arrangement allows us to access third-party money managers and trading services through AEWM's managed account program. As part of the program, you will give us and AEWM discretion to manage or select a third-party money manager to design and manage model portfolios for your assets. If we offer you services through AEWM, we will provide you with a copy of AEWM's disclosure brochure which contains a detailed description of AEWM's services. We will regularly monitor your accounts and may hire and fire any third-party money manager(s) without your prior approval.

Newsletters

We offer informative and educational newsletters to clients on a complementary basis.

Seminars and Workshops

We hold seminars and workshops to educate the public on different types of investments and the different services we offer. The seminars are educational in nature and no specific investment or individual tax advice is given. We do not charge a fee for attendance for these seminars.

Written Acknowledgement of Fiduciary Status

As a registered investment adviser, we are required to meet certain fiduciary standards when providing investment advice to clients. Additionally, when we provide investment advice related to a retirement plan account or an individual retirement account, we are considered fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. As such, we are required to act in your best interest and not put our interest ahead of yours, even though our compensation creates some conflicts with your interests in that the more you have us manage, the more we can earn. Our clients, however, are under no obligation to use services recommended by our IARs. Furthermore, we believe that our recommendations are in the best interests of our clients and are consistent with our clients' needs.

Client Tailored Services and Client Imposed Restrictions

Our services are always provided based on the specific needs of the individual client. Clients may impose reasonable restrictions on their accounts, including specific investment selections and sectors managed by us, AEWM, or any other third-party manager accessed through AEWM. The advisory firm managing the assets reserves the right to determine if a client restriction is reasonable. If it is determined a restriction is not reasonable, the client account may be declined. Please note that any reasonable restriction on the investment management of an account accepted may cause the manager to deviate from investment decisions it would otherwise make in managing the account and thus cause the performance of the account to deviate from other accounts managed in the same investment strategy.

Wrap-Fee Programs

In traditional management programs, advisory services are provided for a fee, but transaction services are billed separately on a per-transaction basis. A wrap fee program is a program under which the client pays a single fee that covers both receipt of investment advice and the execution of securities transactions. We serve as portfolio manager to a wrap fee program sponsored by AEWM, which is also available to our clients. In the AEWM program, the advisory fee paid by the client includes custody, trades, management expertise and reporting in a bundled format. A client's total cost of each of the services provided through wrap fee programs could be different if purchased separately.

When comparing costs, the combination of multiple investments, advisory services, custodial and brokerage services available through each program may not be available separately. Clients may be required to have multiple accounts, sign numerous documents and incur various fees. If an account is not actively traded or the client qualifies for reduced sales charges, the fees in these programs may be more expensive than if utilized separately.

We believe the charges and fees offered within each fee-based program are competitive and reasonable when compared to alternative programs available through other firms and/or investment sources. However, we make no guarantee that the aggregate cost of a particular program is lower than that which may be available elsewhere.

If you participate in a third-party wrap program, it will be on a discretionary basis. The strategies implemented are based on clients' individual investment objectives. For complete details regarding the AE Wealth wrap fee program, please refer to the AEWM Wrap Fee Program Brochure (Form ADV, Part 2A Appendix) which can be found by accessing AEWM's Disclosure Documents at <https://aewealthmanagement.com/disclosures>. All other disclosure documentation made available by AEWM will be available there as well.

Client Assets Managed by Advisor

As of December 31, 2025, the firm has a total of \$520,913,856 in discretionary assets under management. The firm did not have any non-discretionary assets under management.

Item 5 – Fees and Compensation

In addition to the information provided in **Item 4, Advisory Business**, this section provides details regarding our services along with descriptions of each service's fees and compensation arrangements.

Newsletters

We offer monthly and/or quarterly newsletters to clients at no charge. These newsletters are delivered by both U.S. mail and e-mail and are informational and educational in nature. No specific investment advice or recommendations are given. Prospective clients can also request to receive the newsletters.

Seminars

We offer seminars that are educational and informational in nature. No specific investment advice or recommendations are given to participants. There is no charge to attend these seminars.

Financial Planning and Consulting Services

We offer financial planning services, which involve preparing a written financial plan covering specific or multiple topics. We provide written financial plans, which typically address one or more of the following topics: investment planning, retirement planning, estate planning, insurance planning, tax planning, education planning, portfolio review, asset allocation, personal planning, business planning, and insurance analysis. You should note that our tax planning services are not a substitute for working with a CPA. Also, we have contracted with an estate planning representative to perform the estate planning services provided as part of our financial planning services. When providing financial planning and consulting services, the role of your IAR is to find ways to help you understand your overall financial situation and help you set financial objectives. Your IAR will rely on the information you provided. Therefore, issues and information not provided will not be considered when your IAR develops his or her analysis and recommendations into a written financial plan.

Fixed fees for financial planning services range from \$250 to \$5,000. The fixed fee is negotiable based upon the type of financial plan (comprehensive vs specific topics) you request us to provide and the complexity of your personal and financial situation. There is a retainer due at the time you sign the agreement for services equal to one-quarter (25%) of the quoted fixed fee. The remainder of the fee is due at the time we present the plan to you. We provide you with a detailed billing invoice.

Fees for financial planning services will be waived for clients who are currently advisory clients, or who have agreed to contract as advisory clients, and utilize our investment management services.

Either you or we can terminate advisory services at any time by providing written notice to the other party. Termination is effective upon receiving that notice. If services are terminated within five business days of signing the client agreement, we will return all your prepaid fees. If services are terminated after five business days have passed but before presentation of the plan, we will retain all your prepaid fees. Depending upon the percentage of the plan that has already been prepared at the time of termination, you may also owe additional, prorated fees. We will send you a billing invoice detailing the fees charged and any amounts that may be due. No fees will be refunded after the plan has been presented.

We also offer consulting services on financial planning topics for situations in which you do not need a written financial plan. We offer a consultation covering mutually agreed-upon areas of concern related to investments or financial planning. We also offer "as-needed" consultations, which are limited to consultations in response to a particular investment or financial planning issue raised or requested by you. Under an "as-needed" consultation, it will be incumbent upon you to identify the specific issues for which you are seeking our advice or consultation.

Consulting services are offered at an hourly charge of \$250 per hour. This rate is negotiable based upon the actual consulting services you ask us to provide and the complexity of your situation. We will provide you with an estimate of the time we believe will be needed to complete the requested services. If the

time needed exceeds our estimate, we will request permission from you to continue. You have the final determination when the consultations are completed. There is a retainer due at the time you sign the agreement for services. This retainer is equal to two hours of time at the quoted hourly rate. The remainder of the fee is due at the time the consulting services are completed. We provide you with a detailed billing invoice.

Fees for consulting services will be waived for clients who are currently advisory clients, or who have agreed to contract as advisory clients, and utilize our investment management services.

Consulting services terminate upon completion of the investment consultations contracted for. Either you or we can terminate advisory services at any time by providing written notice to the other party. Termination is effective upon receiving that notice. If services are terminated within five business days of signing the client agreement, we will return all your prepaid fees. If services are terminated after five business days have passed but before estimated time of completion, we will retain all your prepaid fees and additional fees may be due depending upon the additional time spent on the consultations. We will send you a billing invoice detailing the fees charged and any amounts that may be due.

Our financial planning and consulting services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You are solely responsible for determining whether to implement our financial planning and consulting recommendations. If you would like to implement any of our investment recommendations through us or retain us to actively monitor and manage your investments, you must execute a separate, written investment advisory services agreement. You should be aware that some of our IARs are also independently licensed insurance agents. If you choose to follow our recommendations regarding insurance products and select one of our representatives to implement the recommendations, he or she could receive commissions. This is a potential conflict of interest since the representative could earn advisory fees in his or her capacity as an IAR and could also earn commissions on insurance products sold in his or her capacity as an independently licensed insurance agent. Please see **Item 10, Other Financial Activities and Affiliations**, for additional discussion on this conflict of interest.

Investment Management Services

We offer investment management services on a discretionary basis. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for investment management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice. As part of our investment management services, we will customize an investment portfolio for you according to your risk tolerance and investing objectives. We may also invest your assets according to one or more model portfolios developed by an unaffiliated investment adviser firm. Once we select a model portfolio, we will monitor your portfolio's performance on an ongoing basis and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances. If you participate in our discretionary investment management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing. As part of our investment advisory services, we may use one or more third-party money manager(s) to manage a portion of your account on a discretionary basis. Our firm may utilize the services of various third-party money managers for the management of client accounts, allocating client assets among such managers as appropriate. In such cases, the third-party money managers will be responsible for continuously monitoring client accounts and making trades in client accounts when necessary. While the chosen third-party money manager(s) will provide advice on specific securities and/or other investments in connection with this service, our firm has discretionary authority to hire and fire such managers and reallocate assets among them as deemed appropriate. We will assist you with identifying your risk tolerance and investment objectives, and, in turn, retain third-party money managers in relation to your stated investment objectives and risk tolerance.

We have a sub-advisory relationship with AEWM to provide investment advisory services to clients. This arrangement allows us to access model portfolios, third-party money manager(s), and trading services. As part of the AEWM program, you will give us and AEWM discretion to manage and trade the assets in your account(s). We will regularly monitor the performance of your accounts managed by AEWM or other third-party money manager(s) and may hire and fire any third-party money manager(s) without your prior approval.

AEWM also provides back-office and operational services to assist us with the management of client accounts. These services include but are not limited to technology platforms to support data reconciliation, performance reporting, fee calculation and billing, research, client database maintenance, quarterly performance evaluations, models, trading platforms, and other functions related to the administrative tasks of managing client accounts. We will provide you with a copy of AEWM's disclosure brochure which contains a detailed description of AEWM's services.

Investment management services are offered through a wrap fee program sponsored by AEWM. Through the wrap fee program, you will only pay fees based on assets under management and you will not pay a separate commission, ticket charge, or custodian fee, for the execution of transactions in your account. We will provide you with a copy of AEWM's Wrap Fee Brochure which contains a detailed description of AEWM's wrap fee program.

Investment management fees are paid monthly, at the end of each month pursuant to the terms of the investment advisory agreement. Investment management fees are based on the market value of the average daily balance at the end of the month. Investment management fees are inclusive of AEWM fees for services described above and, if applicable, any third-party money manager utilized. The fees are negotiable and will generally not exceed 1.75% annually, unless otherwise agreed to by you and outlined in the investment advisory agreement. Investment management fees are based on several factors, including: the scope and complexity of the services to be provided; the level of assets to be managed; and the overall relationship with the firm. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions, and other complexities may be charged a higher fee.

You may incur additional charges including but not limited to mutual fund and ETF fees and surrender charges, and IRA and qualified retirement plan fees. We do not receive any portion of such commissions or fees. We are only compensated by the investment management fee described above, and do not receive any other compensation in connection with your account.

Additional Compensation

Our IARs may also be independently licensed insurance agents and sell insurance products to any client. They can earn commissions when selling these products. This is a potential conflict because they may recommend the purchase of an insurance product resulting in a commission being paid to them in addition to advisory fees being paid to us.

Comparable Services

We believe our fees for advisory services are reasonable with respect to the services provided and the fees charged by other investment advisors offering similar services. However, lower fees for comparable services may be available from other sources.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. We do not receive performance-based fees.

Item 7 – Types of Clients

We generally provide investment advice to the following types of clients.

- Individuals including high net worth individuals

Minimum Investment Amounts Required

If you contract for financial planning and/or consulting services without also contracting for investment management services, you are charged a fee. For financial plans, there is a minimum fee of \$250. For consulting, there is a minimum 2-hour charge at the quoted rate.

We also require clients to have a minimum of \$25,000 to establish an investment management services account. However, we may grant an exception to this minimum, considering your specific needs, our current relationship with you and anticipated future services or accounts.

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

Methods of Analysis, Investment Strategies, and Risk of Loss

Advisors generally use one or more of the following methods of analysis when considering a client's situation and developing recommendations:

- Charting: a technical analysis that charts the pattern of stocks, bonds, and commodities to help determine buy and sell recommendations. Analysts using charting believe that recurring patterns of trading can help them forecast future price movements.
- Fundamental: a method of evaluating stocks based on fundamental factors such as revenues, earnings, future growth, return on equity, profit margin, etc. to determine a company's underlying value and potential for future growth.
- Technical: a method of evaluating securities by analyzing a stock's market activity—generally the price and volume. Technical analysts use charts or computer programs to identify and project price trends. Most analysis is done on a short or intermediate term, but some analysts also predict long-term cycles based on charts or other data. Technical analysis is not concerned with the financial position of a company.
- Cyclical: an analysis of recurring periods of expansion and contraction that can impact a company's profitability and cash flow. Cyclical stocks tend to rise quickly when the economy

turns up and fall quickly when the economy turns down (i.e., housing, automobiles, telecommunications, paper, etc.) Non-cyclical industries (i.e., food, insurance, drugs, health care, etc.) are not as directly impacted by economic changes.

We do not use any specific method of analysis when analyzing a client's financial situation. We generally employ a long-term investment strategy for clients, as consistent with their financial goals. We will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of clients. At times, we may also buy and sell positions that are more short-term in nature, depending on the goals of the client and/or the fundamentals of the security, sector or asset class. As part of our sub-advisory relationship with AEWM, we may rely on their research and analytical methods when developing financial planning and investment management services recommendations.

Non-Traded securities / Private placements

Under certain circumstances, we may recommend an allocation to select private placements or other non-traded investment vehicles (vehicles), where the investments inside the vehicle are managed by a third-party. The third-party manager may charge fees which are discrete from those agreed to between the client and Kingdom Financial. Furthermore, the private placement or non-traded investment vehicle may have little to no liquidity such that an investor may be required to maintain their investment until such time that the manager of the investment liquidates the fund/vehicle and returns capital to investors. These types of investments may not be suitable for all clients.

Risk of Loss

Investing in securities involves a risk of loss that you should be prepared to bear, including the loss of your original principal. You should also be aware that past performance of any security is not necessarily indicative of future results. Therefore, do not assume that future performance of any specific investment or investment strategy will be profitable. We do not provide any representation or guarantee that client goals will be achieved.

Investing in securities involves risk of loss. Further, depending on the different types of investments, there may be varying degrees of risk:

- Risk of Loss. Securities investments are not guaranteed, and clients may lose money on investments. As with any investment, our investment recommendations are subject to market risk—the possibility that security prices will decline over short or extended periods of time. As a result, the value of client accounts will fluctuate with the market, and clients could lose money over short or long periods of time. Clients should recognize whenever they determine to invest in the securities markets, the entire investment is at risk. Clients should not invest money if they are unable to bear the risk of total loss of their investments.
- Economic Risk. The prevailing economic environment is important to the health of all businesses and security markets. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If a security issuer is located in a country that experiences wide economic swings, or in situations where certain elements of an investment instrument interact with such countries, the investment instrument will generally be subject to a higher level of economic risk.
- Financial Risk. Financial risk represents internal disruptions within an investment or the issuer that can lead to unfavorable performance of the investment. Examples of financial

risk can be found in cases like Enron or many of the “dot com” companies that had weak balance sheets despite initial strong market performance.

- Market Risk. The value of a client’s portfolio may decrease if the value of an individual company or multiple companies in the portfolio decreases. Further, regardless of how well individual companies perform, the value of a client’s portfolio could also decrease if there are deteriorating economic or market conditions. It is important to understand that the value of clients’ investments may fall, potentially sharply, in response to changes in the market, and clients could lose money. Investment risks include price risk as may be observed by a drop in a security’s price due to company specific events (e.g., earnings disappointment or downgrade in the rating of a bond) or general market risk (e.g., such as a “bear” market when stock values fall in general). For fixed-income securities, a period of rising interest rates could cause security prices to fall.
- Political & Regulatory Risks – Investments may be subject to risks resulting from a particular political party or regulatory agency. For example, Exploration and Production companies may face additional government and/or regulatory oversight that either restricts their ability to develop resources or makes the future development of resources uneconomical.
- Equity (Stock) Market Risk. Common stocks are susceptible to fluctuations and to volatile increases/decreases in value as their issuers’ confidence in or perceptions of the market change. Investors holding common stock (or common stock equivalents) of any issuer are generally exposed to greater risk than if they hold preferred stock or debt obligations of the issuer.
- Company Risk. There is always a certain level of company or industry specific risk when investing in stock positions. This is referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that a company may perform poorly or that its value may be reduced based on factors specific to it or its industry (e.g., employee strike, unfavorable media attention).
- Options Risk. Options on securities may be subject to greater fluctuations in value than investing in the underlying securities. Purchasing and writing put or call options (the right to sell or buy a specified amount of an underlying asset at a set price within a set time) are highly specialized activities and involve greater than ordinary investment risk.
- Fixed Income Risk. Investing in bonds involves the risk that the issuer will default on the bond and be unable to make payments. In addition, individuals depending on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- ETF and Mutual Fund Risk. ETF and mutual fund investments bear additional expenses based on a pro-rata share of operating expenses, including potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities held by the ETF or mutual fund. Clients also incur brokerage costs when purchasing ETFs.
- Management Risk. Client investments also vary with the success and failure of Advisor’s investment strategies, research, analysis, and determination of portfolio securities. If Advisor’s strategies do not produce the expected returns, the value of a client’s investments will decrease.
- Cybersecurity Risk. Kingdom Financials’ information and technology systems could become vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltrations by unauthorized persons and security breaches, spyware, usage errors by its professionals, power outages and

catastrophic events such as fires, tornadoes, floods, hurricanes, and earthquakes. Although Kingdom Financial has implemented various measures to manage these risks, including, but not limited to, creating redundant systems at all times, if these systems are compromised, become inoperable for extended periods of time, or cease to function properly, Kingdom Financial could potentially have to make a significant investment to fix or replace them. The failure of these systems and/or disaster recovery plans for any reason could cause significant interruptions in our operations and result in a failure to maintain the security, confidentiality, or privacy of sensitive data, including personal information relating to clients. Such a failure could harm Kingdom Financials' reputation or subject us to legal claims and otherwise affect our business and financial performance. Kingdom Financial has taken steps to mitigate these risks by retaining the services of cybersecurity specialists who are experts at monitoring, managing, and mitigating the risks of cyberattacks. This monitoring is implemented seven days a week, 24 hours a day and 365 days a year.

- Liquidity Risk. Privately held real estate, private equity investments, individual fixed income securities, thinly- traded equity securities, non-traded securities, and other alternative investment products often entail accepting liquidity risk. Liquidity risk is the inability to liquidate/exit an investment and/or liquidation in a timely manner without potentially incurring a significant monetary penalty in order to access their funds.

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

Item 9 – Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

On June 20, 2024, while neither admitting or denying the findings of fact and conclusions of law, Kingdom Financial entered into a consent order with the Securities Division of the Arizona Corporation Commission settling an administrative action . In this matter, the Arizona Corporation Commission found that Kingdom Financial violated A.R.S. § 44-3201(A)(6). In particular, the Arizona Corporation Commission found that Kingdom Financial had 3 investment adviser representatives (IAR's), that were formally licensed as IAR's prior to joining Kingdom Financial, performed investment advisory services while their IAR application for Kingdom Financial was pending. Kingdom Financial consented to cease and desist from committing or causing future violations, to an administrative penalty of \$3,000.

Item 10 – Other Financial Industry Activities and Affiliations

We do not have a related person that is:

- A broker/dealer, municipal securities dealer or government securities dealer or broker
- An investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
- A investment adviser or financial planner
- A futures commission merchant, commodity pool operator or commodity trading advisor
- A banking or thrift institution
- A lawyer or law firm Accountant or accounting firm

- A pension consultant
- A real estate broker or dealer
- A sponsor or syndicator of limited partnerships.

Kingdom uses Artificial Intelligence to assist with some back-office operations of the Firm. Kingdom uses an AI platform to assist with note taking. This AI platform will transcribe and summarize meeting notes for record-keeping and documentation purposes when added to a Firm online meeting.

Kingdom Financial has an affiliated tax preparation service, Fullerton Tax Services, which Kingdom may refer clients to for their tax preparation requirements. Any fees for the tax preparation service provided by Fullerton Tax Services will be in addition to the fees that are being charged for its advisory services. As a Kingdom Financial client, you are not required to use Fullerton Tax Services and are free to use any tax preparation service.

Insurance Products Sales

Fullerton Financial Planning (FFP) is a licensed insurance entity in the state of Arizona and is an affiliate of Kingdom Financial Group. Our representatives can sell other products or provide services outside of their role as investment adviser representatives with us. Due to the firm's financial planning philosophy, it is common for our financial professionals to recommend that clients utilize insurance products (for example, a fixed index annuity ("FIA")) as part of the client's overall financial plan in lieu of separately managed accounts (specifically, in lieu of cash and fixed income asset classes). You should be aware that there are a number of conflicts of interests that are present due to our planning philosophy and recommendations to utilize insurance products in this nature.

As an estimate, our financial professionals that are registered as investment advisor representatives spend approximately 50% of their time on insurance sales and services and 50% of their time on investment advisory services. Please refer to Item 5 – Fees and Compensation and Item 14 – Client Referrals and Other Compensation for more details.

You may therefore work with your financial professional in both their capacity as an investment adviser representative of Kingdom Financial Group, as well as in their capacity as an insurance agent of FFP. As such, your Kingdom Financial Group financial professional, in their dual capacity as an IAR and insurance agent, may advise you to purchase insurance products (general disability insurance, life insurance, annuities, and other insurance products to you), and then assist you in implementing the recommendations by selling you those same products.

When acting in their capacity as an insurance agent, your IAR is not subject to the fiduciary standards under the Investment Advisers Act of 1940 but is subject to a best interest standard under state insurance law and regulations. To the extent a representative is recommending both securities investments and insurance products for clients, they are acting in the capacity of an investment adviser representative when offering securities and as an insurance agent when offering insurance products, and those recommendations are subject to different standards of care and different disclosure requirements under applicable law. You are under no obligation to implement any insurance or annuity transaction through your IAR in their capacity as an insurance agent. When you purchase insurance products, the issuing insurance carrier is responsible for reviewing and supervising the sale of an insurance product and the suitability of the product as it relates to your financial situation as required under state insurance laws.

When acting as an insurance agent, in exchange for selling you those products, the financial professional will typically be paid a commission. This recommendation that a client purchase an insurance product through them as an insurance agent presents a conflict of interest, as the receipt of commissions is an incentive to recommend products that could potentially be based on commissions rather than your personal needs and objectives.

Furthermore, commissions may vary by product, and each individual product may have different commission rates, encouraging the financial professional to recommend products that may pay higher commissions over the products that make the most sense for you.

In addition, insurance products may also have different payment schedules depending on the nature of the

product, and the timing of the payments likely differ from that of the advisory options offered by Kingdom Financial Group. This timing difference has the potential to create a conflict of interest since some financial professionals may have the incentive to recommend a product that pays commissions now, over an advisory product that pays fees over a relatively longer period. As an example, all other variables held equal, a 5% commission paid by an insurance company upon sale of a \$100,000 annuity product, may be more attractive to a financial professional than a one percent (1%) advisory fee charged on a \$100,000 account paid over a period of five (5) years, despite the overall pre-tax compensation paid to the financial professional being equal.

There could be other conflicts present as well. FFP utilizes the services of Advisors Excel, a third-party insurance marketing organization ("IMO") to select the appropriate insurance product for clients. The purpose of the IMO is to assist us in finding the insurance product that best fits the client's situation, although the IMO and insurance carrier may also offer special bonus or incentive compensation to our firm and our investment adviser representatives when they act in their separate capacities as insurance agents when they meet certain overall sales goals by placing annuities and/or other insurance products through the IMO. This could create a conflict of interest for our firm and financial professionals to utilize the products recommended by the IMO.

In addition, each of the individual insurance carriers that our financial professionals work with may also separately provide incentive-based bonuses or awards in exchange for sales-related production over specific periods of time, which is a conflict of interest. They may also provide indirect compensation by providing marketing assistance, business development tools, technology, back office/operations support, business succession planning, business conferences, and incentive trips. These incentive programs do not directly affect fees paid by the client. Although some of these services can benefit a client, other services obtained by our IARs such as marketing assistance, business development, and incentive trips, will not benefit an existing client and is a conflict of interest. At times, our financial professionals receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are the result of informal expense sharing arrangements in which product sponsors will underwrite costs incurred for marketing, such as client appreciation events, advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are made by those sponsors for which sales have been made or for which it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of clients.

Advisors Excel is also a related company of AEWM. Advisors Excel provides marketing assistance and business development tools to acquire new clients, technology with the goal of improving the client experience and our firm's efficiency, back office and operations support to assist in the processing of our insurance (through Advisors Excel) and investment advisory services (through AEWM) for clients, and business succession planning for our firm. Although some of these services may directly benefit a client, other services obtained by us from Advisors Excel such as marketing assistance and business development may not benefit an existing client. There could be a conflict of interest when we use the sub-adviser and financial planning services of AEWM because we may be influenced to use AEWM based upon our relationship and services provided and support of Advisors Excel.

We have taken a number of steps to manage these types of conflict of interests. We attempt to control for these sales-related conflicts by always basing investment decisions on the individual needs of clients. As a fiduciary, we expect and require that each investment adviser representative only recommend insurance and annuities when in the best interest of the client. If you have any questions or concerns about annuity recommendations made during the financial planning process, we encourage you to immediately bring it to the attention of either the Compliance Officer or the CCO.

Finally, you should be aware that there are other insurance products that are offered by other insurance agents other than those recommended by our financial professionals. You are under no obligation to implement any insurance or annuity recommendation made by Kingdom Financial Group through FFP.

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

Kingdom Financial Group strives to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our associated persons are expected to adhere strictly to these guidelines. The Code of Ethics also requires that certain persons associated with Kingdom Financial Group submit reports of their personal account holdings and transactions to a Kingdom Financial Group qualified representative who will review these reports on a periodic basis. Persons associated with Kingdom Financial Group are also required to report any violations of our Code of Ethics. Additionally, Kingdom Financial Group maintains and enforces written policies reasonably designed to prevent the misuse of material, non-public information by persons associated with Kingdom Financial Group.

From time to time, IARs of Kingdom Financial Group may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for IARs to buy or sell the same securities before or after recommending the same securities to clients, resulting in IARs profiting from the recommendations they provide to clients. Such transactions may create a conflict of interest. Kingdom Financial Group, and people associated with Kingdom Financial Group, place clients' interests ahead of their own when implementing personal investments. It is Kingdom Financial Group's policy to not engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

All associated persons have a responsibility to avoid circumstances that might negatively affect or appear to affect their duty of complete loyalty to clients. This section is only intended to provide current clients and potential clients with a description of our Code of Ethics. If current clients or potential clients wish to review our Code of Ethics in its entirety, a copy may be requested from any of our associated persons and a copy will be provided promptly.

Item 12 – Brokerage Practices

To utilize our investment management services, we will require that you establish or maintain a brokerage account with Fidelity Brokerage Services ("Fidelity") or Charles Schwab & Co., Inc. ("Schwab"). Fidelity and Schwab are members of FINRA/SIPC/NFA. Fidelity and Schwab are independent and unaffiliated registered broker-dealers and will act solely in their broker-dealer capacity and not as an investment adviser to you. The chosen broker-dealer will become the clients' custodian and maintain custody of clients' assets and affect trades for their account(s).

The primary factor in suggesting a broker-dealer or custodian is that the services of the firm are provided cost-effectively. While the quality of execution at the best price is an important determinant, best execution does not necessarily mean the lowest price, and it is not the sole consideration. The trading process of any broker-dealer and third-party manager chosen or selected by us must be efficient, seamless, and straightforward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker-dealer.

Clients should understand that not all RIAs require the client to choose a particular broker-dealer or custodian. By requiring clients to use a particular broker-dealer, we may not achieve the most favorable execution of client transactions. Requiring specific broker-dealers may cost clients more money than if the client used a different broker-dealer or custodian. However, we have decided to require our clients to use either Fidelity or Schwab for compliance and operational efficiencies.

Item 13 – Review of Accounts

Account Reviews

Financial planning and consulting accounts terminate upon presentation of the plan or completion of the consultation. However, we recommend that you have your financial situation reviewed and updated at

least yearly. If you wish to undertake a review and update, a new client agreement will be required, and additional fees may be charged.

Investment management services accounts are reviewed at least quarterly, usually when we receive copies of statements from the custodian. Our IARs conduct reviews on their own client accounts.

Although the calendar is the main triggering factor, account reviews are also conducted due to:

- Client request
- Change in client circumstances, account holdings or investment objectives
- Unusual economic conditions
- Changes in geopolitical environment.

Absent specific client instruction, accounts are reviewed to be sure portfolio holdings are accurate, investment products are still suitable, and account performance continues to work toward the client's goals and objectives.

Account Reports

Financial planning clients do not receive any reports other than the financial plan originally contracted for. Clients with investment management services accounts receive statements from the account custodian at least quarterly. We do not provide any additional position reports, performance reports, or account statements.

Item 14 – Client Referrals and Other Compensation

Client Referrals

Kingdom Financial has entered into agreements with various parties (Referring Parties) to refer clients to Kingdom Financial. When a client is referred to us by a referring party, the referring party provides the client with a copy of our Firm Brochure as required by the *Investment Advisers Act of 1940*. If the referring party is an unaffiliated registered investment adviser firm, then the client will also receive a copy of the referring party's Form ADV Part 2 Firm Brochure. If a referred client enters into an investment advisory agreement with Kingdom Financial, a referral fee is paid to the referring party, which is based upon a percentage of the client advisory fees that are generated. The referral relationship will not result in clients being charged any fees over and above the normal advisory fees charged for the advisory services provided. The referral agreements between Kingdom Financial and referring parties are in compliance with state and federal securities rules regarding paid solicitor arrangements.

Other Compensation

As disclosed under the "Fees and Compensation" section in this Brochure, our financial professionals providing investment advice on behalf of our firm are licensed insurance agents and earn commission-based compensation for selling insurance products. In addition, these persons receive certain benefits from Advisors Excel, including sales awards and trips, based on the volume of insurance business referred to Advisors Excel, an affiliate of AEW. Our representatives who are licensed insurance agents also receive certain benefits from insurance carriers.

These practices present conflicts of interest because our IARs who are licensed insurance agents, have an incentive to recommend insurance products, as well as insurance products through specific carriers, to you based on the receipt of these benefits. For information on how we address the conflicts associated with the sale of insurance products, please refer to the "Fees and Compensation" and "Other Financial Industry Activities and Affiliations" sections of this Brochure. For additional discussion on other compensation either we or our representatives receive, please refer to Additional Compensation under Item 5, Fees and Compensation, and Item 10, Other Financial Industry Activities and Affiliations.

Item 15 – Custody

Custody means having access or control over client funds and/or securities. Custody is not limited to physically holding client funds and securities. Under the Advisers Act, if an investment adviser can access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented. Kingdom Financial Group does not have physical custody of any client funds and/or securities and does not take physical custody of client accounts at any time. However, Kingdom Financial Group is deemed to have limited custody of Client funds and securities whenever a client gives us the authority to (1) have fees deducted directly from client accounts or (2) act upon Standing Letters of Authorization for transfers of funds or securities to a third party.

Account statements are delivered directly from the custodian to each client, or the client's independent representative, at least quarterly. It is important for clients to carefully review their account statements to verify the accuracy, and clients are urged to compare the statements against any reports received from us. Clients should contact us or the custodian preparing the statements if there are ever any questions about their statements.

Item 16 – Investment Discretion

When providing investment management services, Kingdom Financial Group maintains trading authorization over your account and provides advisory services on a discretionary basis. Discretionary authority is granted in writing through the execution of an investment advisory services agreement with Kingdom Financial Group. When managing accounts as part of AEW's program, discretionary authority is also delegated to AEW. We can determine the type and number of securities that will be bought or sold for your portfolio without obtaining your consent for each transaction. Nevertheless, you can place reasonable restrictions on the types of investments purchased in your account.

Item 17 – Voting Client Proxies

We do not vote proxies or accept proxy materials on behalf of clients. All proxy materials are sent directly to clients from the product sponsor, custodian, or transfer agent. Clients have the ultimate responsibility for making all proxy-voting decisions.

Item 18 – Financial Information

This item is not applicable to our brochure. We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, we have not been the subject of a bankruptcy petition at any time.