



(operating under the trade name "**Everspire**" and through certain advisory teams using independent DBA brands, including "**Synchrony Wealth Management**")

Form ADV Part 2A Firm Brochure

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Important Disclosure

This brochure provides information about the qualifications and business practices of Aegis Wealth Group LLC (the "Firm," "Aegis," "we," "our," or "us"). Aegis conducts advisory business under the trade name "Everspire" and, for certain advisory teams, through approved "doing business as" ("DBA") brands such as "Synchrony Wealth Management." If you have any questions about the contents of this brochure, please contact us at 801-545-8706 or hello@everspire.com.

The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about us, including our Form ADV Part 1 and other filings, is available on the SEC's website at adviserinfo.sec.gov.

Item 2 – Material Changes

This brochure is dated March 27, 2026.

Material Changes Since the Prior Brochure annual update on March 27th, 2025. This brochure has been updated to clarify that Aegis Wealth Group, LLC is the SEC-registered investment adviser and that the Firm conducts business under the trade name "Everspire" and through certain advisory teams operating under independent DBA brands (including "Synchrony Wealth Management"). The brochure also includes additional disclosure about our team-based ("ensemble") service model and related conflicts. We removed reference to Aegis' legacy wrap program and financial planning services, since the firm no longer has clients utilizing these legacy services. We also updated the Retirement Plan Engagement section under Item 4.

The Firm will update this section to describe material changes since the last annual update and will deliver this brochure (or a summary of material changes) to clients consistent with applicable requirements. If you have received a prior version of the Firm's brochure, please compare that version to this brochure and consult your financial professional with any questions.

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Item 4 – Advisory Business

Overview

Aegis Wealth Group LLC ("Aegis") was founded on October 25, 2005 by Roy Jones and Joshua Jones and registered as an independent RIA in 2015. Aegis is an SEC-registered investment adviser owned by E6 Portfolios Holding Co, LLC, which is controlled by Roy Jones and Joshua Jones (the Firm's principal owners/control persons). Aegis Wealth Group's principal place of business is Midvale, Utah. We provide ongoing investment advisory and wealth management services to individuals, families, trusts, retirement plans, and other clients. Our services include discretionary portfolio management, non-discretionary advice, financial planning as part of an ongoing relationship, and coordination with third-party investment managers and service providers. Additional information about our affiliated businesses and related conflicts is described in Item 10.

As of February 12, 2026, Aegis had approximately \$247,716,433 in regulatory assets under management ("RAUM") on a discretionary basis and \$0 on a non-discretionary basis.

Trade Names and Advisory Teams

Trade Names

Aegis conducts advisory business primarily under the trade name "Everspire." In addition, some of our investment adviser representatives operate as independent contractors and use their own DBA (doing business as) brands (for example, "Synchrony Wealth Management") while providing investment advisory services through Aegis. These DBA brands are marketing names only and are not separate registered investment advisers.

Advisory Team Model

We deliver services through advisor "ensembles" or teams. Your advisory agreement is with Aegis (not with an individual advisor, team, or brand). If your primary adviser becomes unavailable or you request a change, Aegis may assign another qualified investment adviser representative to service your account.

Internal Arrangements

Certain advisory teams have internal contractual arrangements regarding compensation, succession planning, or client relationship transitions. These internal arrangements do not change your rights under your advisory agreement with Aegis, including your right to terminate the relationship at any time, and do not change Aegis's responsibility for supervising advisory services provided under its registration.

Wealth Management and Portfolio Management

In a typical relationship, a dedicated financial advisor works with the client to understand objectives, constraints, time horizon, and risk tolerance. We help implement and monitor an investment strategy that includes allocations to third-party investment managers.

We provide discretionary management where we decide which securities to buy and sell for the account, or assign discretion to a third-party investment manager to decide which securities to buy and sell, without obtaining the client's approval for each transaction, consistent with the client's investment objectives and any agreed restrictions.

Services outside the scope of investment advisory services (for example, tax advice, legal advice, accounting services, bill pay, or insurance consulting) are not included. Clients should consult qualified tax and legal professionals regarding their particular circumstances.

Retirement Plan Engagements

Our services generally include non-discretionary advice and consulting. This may include assistance with establishing or reviewing an investment policy framework, evaluating and monitoring plan investment options and service providers, and providing investment-related education and/or advice to plan participants (as described below). The specific scope of services, the parties to the engagement, and the applicable fees are governed by the written Retirement Plan agreement.

ERISA FIDUCIARY STATUS 3(21)

Under ERISA, a person is a fiduciary to a plan to the extent the person provides investment advice for a fee or other compensation with respect to plan assets. When we provide Retirement Plan investment advice for a fee, Aegis generally serves as an ERISA section 3(21) investment advice fiduciary with respect to the services described in the written Retirement Plan agreement. In a 3(21) role, we provide recommendations and assistance; however, unless otherwise agreed in writing, the plan sponsor or other named fiduciary retains responsibility for making final decisions and for selecting and monitoring plan investments and service providers.

PARTICIPANT EDUCATION VS. INDIVIDUALIZED ADVICE

We may provide investment-related education to plan participants (for example, general information about plan features, diversification, and general investment concepts). The Department of Labor has published guidance describing categories of participant investment education that generally do not, by themselves, constitute fiduciary “investment advice.” ^[OBJ] If we provide a participant with individualized recommendations regarding plan investments, that communication may constitute investment advice and may create fiduciary obligations, as applicable, for those services. Any individualized participant advice (if offered) will be provided only as described in the applicable agreement, program terms, or written participant engagement (if any).

E6 PORTFOLIOS AS ERISA 3(38) INVESTMENT MANAGER (AFFILIATE)

In certain Retirement Plan relationships, Aegis may recommend that the plan sponsor engage E6 Portfolios, an affiliated SEC-registered investment adviser, to serve as the plan’s ERISA section 3(38) “investment manager.” An ERISA investment manager is a fiduciary with authority to manage, acquire, or dispose of plan assets within the scope of its appointment and must acknowledge fiduciary status in writing. If E6 Portfolios is engaged, the plan sponsor will enter into a separate written agreement with E6 Portfolios and will receive E6 Portfolios’ disclosure documents (including its Form ADV brochure) describing E6 Portfolios’ services, fees, and risks. The plan sponsor retains responsibility to prudently select and monitor E6 Portfolios and other service providers.

AFFILIATION / CONFLICTS

Aegis and E6 Portfolios are affiliated through common ownership. As a result, Aegis has a financial incentive to recommend E6 Portfolios. Retirement Plans are not required to engage E6 Portfolios and may select unaffiliated alternatives. See Item 10 and Item 5 for additional discussion of affiliations, conflicts, and fees.

LIMITATIONS

Aegis does not serve as the plan administrator, trustee, recordkeeper, or custodian, and does not provide legal, tax, or ERISA compliance their own legal, tax, and other professionals regarding their circumstances.

Third-Party Managers, TAMP Services, and Affiliated Managers

Aegis recommends that clients engage one or more third-party investment managers (including affiliated managers) to manage all or a portion of a client's portfolio. For example, E6 Portfolios, LLC ("E6"), an affiliate, may serve as an investment manager and/or provide certain billing, reporting, and administrative support services for certain Aegis client accounts.

Program structure and responsibilities vary based on the applicable manager, custodian, and client agreement(s). In arrangements where a third-party manager is engaged, Aegis generally remains responsible for (i) evaluating whether the use of a third-party manager is appropriate for the client, (ii) selecting and monitoring the manager, and (iii) coordinating manager changes or terminations at the client's direction, consistent with the applicable agreement(s). The third-party manager typically has discretionary authority over the portion of the account it manages to implement its strategy within the guidelines and restrictions described in the applicable manager/program documents.

Clients receive (and should review) the applicable third-party manager and/or program sponsor disclosures and agreements, which describe services, fees, material risks, and the scope of discretion.

Affiliated Manager Note (MHL TAMP)

- ❑ Aegis recommends strategies offered by MHL TAMP (a trade name used by M. H. LeBlang, Inc.). M.H. LeBlang, Inc is a dually registered broker-dealer and investment Adviser. MHL TAMP is the DBA used when conducting investment advisory business. MHL TAMP focuses on alternative managed accounts and expects to operate primarily through referring RIAs/TAMP/sub advisory relationships rather than direct-to-retail engagements. Alternative strategies can involve additional risks, including limited liquidity, valuation uncertainty, leverage, and regulatory risk. Before implementing any alternative strategy, clients should review the relevant manager disclosures and any fund or offering documents, and should understand that certain alternative investments may impose liquidity restrictions, gates, redemption windows, or other limitations.

Limited-Scope Analysis Support

Delivered to a Designated Financial Advisor/IAR

In limited circumstances, Aegis provides "limited-scope analysis support" services where deliverables are provided *to the client's designated financial advisor* or investment adviser representative ("Designated IAR"), rather than directly to the client. In this arrangement, Aegis's role is limited to analysis support (for example, reviewing account statements, providing comparative analysis, or preparing an investment analysis report). Aegis does not provide direct implementation services or trade execution in the client's accounts.

Deliverables are intended to support the Designated IAR's own advisory relationship with the client. The Designated IAR retains responsibility for advice and recommendations provided to the client.

Limited-scope analysis support engagements are documented under a separate agreement or addendum that describes scope, deliverables, fees, and limitations.

Client Tailoring and Restrictions

Client Tailoring

Clients may impose reasonable restrictions on investing in certain securities or types of securities. Restrictions must be provided in writing and are subject to operational feasibility. Restrictions may impact performance, diversification, and the ability to implement certain strategies.

Client Assets and Custody

Aegis does not act as a qualified custodian of client assets. Client accounts are held at qualified custodians (for example, broker-dealers, banks, or trust companies) that provide account statements directly to clients.

Item 5 – Fees and Compensation

Aegis's advisory fees are based on a percentage of assets under management. Fees are generally not negotiable. However, the firm may, in limited cases, approve and honor certain pre-existing fee schedules for legacy or transitioning clients. Individual advisors do not have authority to negotiate fees. Similarly situated clients may pay different fees, and lower fees for comparable services may be available. Asset-based advisory fees are calculated and deducted monthly in arrears based on the average daily balance of the account (or accounts) during the billing period. Asset tiers are generally calculated using all eligible assets (including cash) in a client household under management by Aegis, as defined in the client agreement. Clients authorize the qualified custodian to deduct advisory fees from the account and to remit the fees to Aegis.

Standard Wealth Management Fee Schedule

Annual Rates

\$0 – \$999,999	1.00%
\$1,000,000 – \$4,999,999	0.90%
\$5,000,000 – \$9,999,999	0.70%
\$10,000,000 – \$24,999,999	0.50%
\$25,000,000 – \$49,999,999	0.30%
\$50,000,000 – \$249,999,999	0.20%
\$250,000,000 – \$999,999,999	0.10%
\$1,000,000,000 and above	0.02%

Notes: (1) Fees are not negotiable. (2) The fee schedule above reflects typical annual rates for Aegis's wealth management / dedicated advisor service. The actual fee and billing method are governed by your written client agreement. (3) Aegis uses third-party service provider(s) (for example, E6 Portfolios) to assist with calculating and delivering billing instructions to the custodian; Aegis remains responsible for oversight and accuracy.

Other Fees and Expenses

Advisor-paid fees

In some relationships, the client's Primary Advisor may elect to pay certain administrative, platform, or planning fees on the client's behalf to one or more affiliated providers (for example, E6 Portfolios administrative/platform fees or MHL TAMP administrative/platform fees applicable to smaller accounts, or TomiPlan planning fees). These amounts are paid by the Primary Advisor as a business expense and are not billed to the client by Aegis and are not recovered through any increase to Aegis advisory fees.

Small-account administrative fees

E6 Portfolios and MHL TAMP maintain firm policies under which certain administrative/platform fees applicable to smaller accounts are paid by the Primary Advisor instead of the client, in order to avoid disproportionate costs to clients with smaller accounts. The specific eligibility criteria, covered accounts, and duration are governed by the applicable E6 Portfolios and/or MHL TAMP agreement(s) and vary based on account type, custodian, and program features.

“ZERO” strategy arrangements

In limited cases, a Primary Advisor may recommend “ZERO” strategies designed to eliminate strategy-level advisory fees that would otherwise apply, subject to the applicable agreements and program limitations.

“ZERO” strategies are generally comprised entirely of, or primarily of, securities and funds/ETFs with zero expense ratios and/or individual securities; however, expense ratios, trading costs, spreads, and other embedded costs may still apply depending on the specific holdings and account activity.

Affiliated and Third-Party Manager Fees

E6 Portfolios Fees

When clients use E6 Portfolios for investment management and platform services, clients (or clients' advisor) pay E6 Portfolios a separate advisory fee and/or platform/administration fees as disclosed in E6 Portfolios' brochures and agreements.

MHL TAMP Fees

When clients use MHL TAMP strategies, clients pay strategy-level advisory fees to MHL TAMP and administrative fees to MHL TAMP or E6 Portfolios, disclosed in the applicable program documentation.

Commission-Based Products

Some Aegis professionals are also registered representatives of MHL Investments (an affiliated broker-dealer) and/or licensed insurance agents. If a client elects to purchase commission-based securities products or insurance products through those separate capacities, the client will pay commissions or other product-related compensation that is separate from, and in addition to, Aegis advisory fees.

Client Choice and Termination

Client Choice

Clients are not required to purchase commission-based products or insurance through an affiliated provider, and clients may elect to implement recommendations through alternative providers. When an individual is acting in a broker-dealer or insurance capacity, that individual will provide required capacity and compensation disclosures.

Termination and Refunds

Advisory fees are typically prorated upon termination and any unearned portion is refunded, consistent with the client agreement and applicable law.

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

Aegis does not charge performance-based fees (fees based on a share of capital gains or capital appreciation of client assets) for its retail advisory services, unless specifically disclosed and agreed in writing and permitted by law.

Item 7 – Types of Clients

Aegis provides investment advisory services to individuals, high net worth individuals, families, trusts, estates, charitable organizations, businesses, and retirement plans. Account minimums, if any, are described in the applicable client agreement or program disclosure. The Firm's standard fee schedule does not impose an account minimum.

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

Methods of Analysis and Strategy Design

Aegis uses a variety of methods to select third-party investment managers and strategies. These include asset allocation frameworks, fundamental analysis (reviewing financial statements, economic and market data, and issuer characteristics), the use of model portfolios, and third-party research. We select third-party investment managers based on due diligence and ongoing monitoring.

Investment Strategies

Depending on client objectives and the services selected, portfolios include diversified allocations among equity, fixed income, and cash equivalents using individual securities and/or pooled vehicles such as mutual funds and ETFs. Some clients may be allocated to alternative investments or alternative strategies through vehicles such as interval funds, tender offer funds, non-traded vehicles, private funds, or private placements, where appropriate and consistent with client objectives.

Use of AI and Technology Tools

- ❏ The Firm uses technology, including AI-enabled tools, for research, operational efficiency, monitoring, drafting, and other support functions. The Firm's policy prohibits client-specific advice generated by AI without documented human review and documentation, and requires appropriate disclosures where AI use is material to the service or creates a reasonable potential for client misunderstanding.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. No strategy can guarantee a profit or protect against loss in all market environments. Risks include, among others: market risk, interest rate risk, credit risk, inflation risk, liquidity risk, issuer-specific risk, concentration risk, model risk, and tax and legal risks.

Alternative investments involve additional risks, including illiquidity, leverage, valuation uncertainty, issuer and manager risk, and the risk that redemption requests may be delayed or limited.

Cybersecurity and Operational Risks

The Firm maintains cybersecurity and incident response procedures designed to protect sensitive customer information and to detect, respond to, and recover from unauthorized access or use. Despite these efforts, cybersecurity incidents can occur and may result in client harm, including loss of confidentiality, service disruption, or financial loss.

Item 9 – Disciplinary Information

Aegis does not have any legal or disciplinary events that are material to a client's evaluation of the Firm or the integrity of the Firm's management, as of the date of this brochure. If this changes, the Firm will update its disclosures as required.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer and Insurance Activities

Aegis Wealth Group, LLC ("Aegis") is an SEC-registered investment adviser owned by E6 Portfolios Holding Co LLC, which is controlled by Roy Jones and Joshua Jones. Certain Aegis supervised persons are also registered representatives of MHL Investments (an affiliated broker-dealer and FINRA member) and offer commission-based products such as variable insurance products and private placement securities through MHL Investments. When acting in a broker-dealer capacity, those individuals are subject to different regulatory requirements and receive transaction-based compensation. These compensation arrangements create conflicts of interest.

Insurance Activities. Certain supervised persons are licensed insurance agents and receive commissions on insurance products, including annuities and life insurance. Insurance recommendations and transactions are separate from the Firm's advisory services.

Affiliation with E6 Portfolios

Aegis is affiliated with E6 Portfolios due to common ownership. Aegis recommends E6 Portfolios to clients for investment management and platform services. This presents a conflict of interest because Aegis and its professionals benefit from advisory revenue. The conflict is addressed through disclosure and policies intended to mitigate inappropriate incentives.

E6 Portfolios also offers certain non-advisory payroll administration and liaison services under the trade name “E6 Payroll.” These services are separate from Aegis’s investment advisory services. If we refer you to E6 Payroll (or if E6 Payroll refers you to us) and a referral arrangement involves compensation that is material, we will provide required disclosures at the time of the referral and will comply with the SEC Marketing Rule.

Independent Contractor Advisory Teams and DBA Brands

Including Synchrony Wealth Management

Some Aegis supervised persons are independent contractors and operate under their own "doing business as" ("DBA") brand for marketing and client-service purposes.

One such brand is "Synchrony Wealth Management."

Synchrony is not a separate registered investment adviser, and individuals offering investment advisory services under the Synchrony brand do so as investment adviser representatives of Aegis.

In addition, the Synchrony brand is not under shared ownership with Aegis or E6 Portfolios. If you engage with these professionals through Aegis, separate disclosure will be made to you regarding the capacity in which they are acting.

Affiliation with MHL TAMP

Aegis recommends strategies offered by MHL TAMP (a trade name used by M. H. LeBlang, Inc.), an affiliated investment adviser registered with the State of Utah. Using an affiliated manager creates a conflict of interest because affiliates earn additional fees. MHL TAMP commenced advisory business on January 17, 2026. Clients should understand that newer programs have limited track records and involve additional operational and implementation risks.

MHL TAMP has disclosed policies intended to mitigate conflicts with its affiliated broker-dealer, including policies designed to prevent MHL TAMP advisory assets from being placed at, or traded through, MHL Investments, and policies intended to prevent affiliated advisers from selling commission securities in MHL TAMP accounts.

Additional Affiliations

Affiliation with TomiPlan

TomiPlan is an affiliated subscription-based financial planning and analysis support offering. TomiPlan is not registered as an investment adviser and does not provide securities recommendations. TomiPlan is affiliated through common ownership. Aegis professionals may recommend TomiPlan for clients who prefer a subscription-style planning engagement or limited-scope planning support. Certain Aegis supervised persons are “professional affiliates” of TomiPlan and may receive compensation from TomiPlan (for example, a portion of subscription revenue or other service-related compensation) in connection with TomiPlan planning services. This creates a conflict of interest because it provides an incentive to recommend TomiPlan rather than an unaffiliated planning provider. You are not required to use TomiPlan and may select any planning provider you prefer. Your decision to use or not use TomiPlan will not affect the advisory services Aegis provides to you or the advisory fee you pay to Aegis. If you engage TomiPlan, you will do so under a separate agreement with TomiPlan, and any TomiPlan fees are separate from Aegis advisory fees. We address this conflict through disclosure and supervision, including requiring capacity clarity in client communications, and reviewing recommendations for consistency with your objectives and best interest.

Affiliation with CPA and Other Professional Services

Certain supervised persons may own or operate separate CPA, tax, or other professional-services businesses. Those services are separate from Aegis advisory services and are not provided through Aegis. In some cases, a supervised person may be associated with Aegis in a sourcing-only capacity that is limited to introducing prospective clients to an authorized Aegis advisory representative. In that sourcing-only role, the individual is registered as an Investment Advisor Representative with Aegis, but is not authorized to provide investment advice, accept trading or account instructions, access firm systems for client servicing, or exercise discretion on behalf of Aegis. These arrangements create conflicts of interest because the individual may receive compensation if a referred prospect becomes an Aegis advisory client. Clients are not required to use any affiliated or referred CPA, adviser, or other professional and may choose any provider they prefer.

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

Code of Ethics

Aegis has adopted a Code of Ethics under Advisers Act Rule 204A-1 that sets forth our standards of conduct and addresses conflicts of interest, the protection of material nonpublic information, personal securities transactions, gifts and entertainment, and outside business activities. We will provide a copy of our Code of Ethics to any client or prospective client upon request. Please contact us at the address, phone number, or email address shown in this brochure.

Material financial interests

Aegis and its related persons do not recommend securities to clients, or execute client transactions, for the purpose of benefiting from a material financial interest we or they have in the security, issuer, or transaction, except as may be disclosed elsewhere in this brochure. For example, certain conflicts associated with affiliated business relationships or other compensation arrangements, if applicable, are described under Items 5, 10, and 12.

Personal trading and trading with clients

Related persons may buy or sell securities for their personal accounts that we also recommend to clients. This creates a conflict of interest because personal trading could create an incentive to trade “at or about the same time” as client transactions, including trading ahead of clients (front-running). Aegis addresses this conflict through written policies and supervision designed to promote fair and equitable treatment of clients, which include review of personal securities transactions and holdings reports (including through linked accounts and/or periodic reporting), and oversight intended to detect and prevent improper trading around client activity. Client transactions receive priority over transactions in related persons’ accounts, and Aegis may restrict, require pre-clearance for, or prohibit personal trading in certain circumstances.

Item 12 – Brokerage Practices

Selection of Custodians and Brokers

Clients maintain assets at a qualified custodian. The Firm recommends custodians and broker-dealers based on factors such as service quality, technology, reporting, and cost. Clients are not required to use any particular custodian unless participating in a specific program that requires it.

Best Execution

The Firm seeks to obtain best execution for client transactions. When trades are executed through custodians or third-party managers, the Firm evaluates the arrangement for reasonableness and discloses conflicts as required.

Aggregation and Allocation

Where trading is managed by the Firm or by a third-party manager, the Firm seeks to aggregate orders for execution and allocation among accounts in a manner believed to be fair and equitable over time.

Directed Brokerage and Trade-Away

Some clients may request that trades be directed to a particular broker or that certain securities be held at a particular custodian. Directed brokerage may result in higher transaction costs or less favorable execution.

Item 13 – Review of Accounts

The Firm monitors client accounts on an ongoing basis and reviews accounts periodically, which include reviews triggered by market conditions, changes in client circumstances, or rebalancing needs. Clients should expect at least an annual review of their portfolio and financial plan assumptions, although review frequency varies based on service level and client preferences.

Clients receive account statements directly from the qualified custodian and performance reports or consolidated reports from the Firm or a third-party reporting provider. Clients should compare any reports they receive from the Firm with the custodian's statements, and promptly notify their primary advisor or the firm of discrepancies.

Item 14 – Client Referrals and Other Compensation

The Firm provides referrals to, or receive referrals from, affiliated or unaffiliated service providers, including E6 Portfolios, MHL Investments, insurance agencies, TomiPlan, E6 Payroll, and professional service providers. If any referral arrangement involves compensation that is material, the Firm will provide required disclosures at the time of the referral and will comply with the SEC Marketing Rule.

Aegis may compensate certain supervised persons for introductions of prospective advisory clients. Compensation is based on revenue generated by the referred relationship. This creates an incentive to recommend Aegis rather than another adviser. Aegis addresses this conflict through advance compliance approval, written documentation, separate client disclosure, capacity limitations, and supervision. Clients do not pay higher Aegis advisory fees because of the referral arrangement.

The Firm receives non-cash benefits from custodians or service providers (for example, technology or training). The Firm will disclose and manage any material conflicts related to custodial benefits or non-cash benefits and will not permit arrangements that compromise best execution or fiduciary obligations.

Conflict disclosure for advisor-paid fees and ZERO strategies

When a Primary Advisor pays certain affiliated administrative/platform fees or planning fees on a client's behalf, or recommends a "ZERO" strategy arrangement intended to reduce or eliminate certain strategy-level fees, this creates a conflict of interest because it provides an incentive to recommend particular affiliated providers, service models, or account structures. We address this conflict through disclosure and supervision, including reviewing recommendations for consistency with the client's objectives and best interest, and requiring that any advisor-paid arrangement be documented in the applicable agreement(s) describing which fees are covered, for which accounts, and the period of coverage.

Item 15 – Custody

Custody is defined under Rule 206(4)-2 of the Advisers Act (“Custody Rule”) generally as holding, having legal control over or having authority to access or instruct a qualified custodian to withdraw funds or securities of advisory clients. Aegis Wealth is deemed to have custody of client assets in the following respects:

- (1) The Firm is authorized to instruct the custodians of client assets to deduct its advisory fees directly from clients’ custodial accounts.
- (2) Aegis Wealth has limited custody when it has the authority to transfer client assets to third parties pursuant to standing letters of authorization (“SLOAs”). The SLOAs only permit Aegis Wealth to transfer funds to third-party accounts designated by its clients.

Additionally, as required by Rule 204-2 of the Advisers Act as required by Rule 204-2 of the Advisers Act (“Custody Rule”), and the SEC’s February 2017 no-action letter, Aegis Wealth works with the qualified custodians to keep certain records of client accounts with SLOA instructions. Aegis Wealth does not obtain a custody audit with respect to SLOAs in reliance on SEC no action relief. The Firm maintains client funds and securities with a qualified custodian as required by the Custody Rule.

Item 16 – Investment Discretion

The Firm accepts discretionary authority to manage client accounts, as described in the client agreement. Clients may impose reasonable restrictions on discretionary management.

Item 17 – Voting Client Securities

The Firm does not vote proxies on behalf of clients unless specifically agreed in writing. If the Firm agrees to vote proxies, it will do so in accordance with its proxy voting policies and procedures. Clients may request information about how the Firm voted proxies (if applicable).

Item 18 – Financial Information

Aegis does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.

Aegis has never been the subject of a bankruptcy petition.

The Firm will update this section if it becomes subject to a bankruptcy petition or if it has any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients.