

Form ADV Part 2A: Firm Brochure

Item 1 – Cover Page

Riddick & Co Entrepreneurial Finance, LLC

Private Residence

Palm City, FL 34990

772-617-5757

<http://www.riddickfinance.com>

Date of Disclosure Brochure: January 2024

This disclosure brochure provides information about the qualifications and business practices of Riddick & Co Entrepreneurial Finance, LLC (also referred to as we, us and Riddick & Co throughout this disclosure brochure). If you have any questions about the contents of this disclosure brochure, please contact William Riddick at 772-617-5757 or bill@riddickfinance.com. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about Riddick & Co is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for Riddick & Co or our firm's CRD number, 314790.

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

Item 2 – Material Changes

Since our last annual amendment filing in January 2023, there have been no material changes made to this brochure.

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. At that time, we will also offer or provide a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes, as necessary. This Brochure will be amended anytime there is a material change, and this section will include a summary of any material changes.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Business	4
Introduction	4
Description of Advisory Services	4
Participation in Wrap Fee Programs	10
Tailor Advisory Services to Individual Needs of Clients	10
Client Assets Managed by Riddick & Co	10
Item 5 – Fees and Compensation	10
Asset Management Services	10
Item 6 – Performance-Based Fees and Side-By-Side Management	14
Item 7 – Types of Clients	14
Minimum Investment Amounts Required	14
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	14
Methods of Analysis	14
Investment Strategies	15
Risk of Loss	16
Item 9 – Disciplinary Information	18
Item 10 – Other Financial Industry Activities and Affiliations	18
Insurance Agent	18
Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading	19
Code of Ethics Summary	19
Affiliate and Employee Personal Securities Transactions Disclosure	19
Item 12 – Brokerage Practices	20
Brokerage Recommendations	20
Block Trading Policy	21
Item 13 – Review of Accounts	22
Account Reviews and Reviewers	22
Statements and Reports	22
Item 14 – Client Referrals and Other Compensation	22
Item 15 – Custody	23
Item 16 – Investment Discretion	23
Item 17 – Voting Client Securities	24
Item 18 – Financial Information	24
Item 19 – Requirements for State-Registered Advisers	24
Customer Privacy Policy Notice	25

Item 4 – Advisory Business

Riddick & Co Entrepreneurial Finance, LLC is an investment adviser registered with the State of Florida and is a limited liability company (LLC) formed under the laws of the State of Florida.

- William Riddick is the Chief Compliance Officer (CCO) and Managing Member of Riddick & Co. William Riddick owns 100% of Riddick & Co. Full details of the education and business background of William Riddick are provided at *Item 19* of this Disclosure Brochure and William Riddick's Form ADV Part 2B: *Brochure Supplement*.
- Riddick & Co was formed in May 2021 and filed for registration as an investment adviser that same month.

Introduction

The investment advisory services of Riddick & Co are provided to you through an appropriately licensed individual who is an investment adviser representative of Riddick & Co (referred to as your investment adviser representative throughout this brochure).

As a client of Riddick & Co, your investment adviser representative will also serve as an insurance agent under our affiliated insurance agency Wealth Inn, LLC. This means your investment adviser representative, acting as an insurance agent, will recommend you place your assets in insurance products and annuities when he or she believes it is in your best interest to do so. These insurance products and annuities pay commissions to Wealth Inn and your investment adviser representative in his or her separate capacity as an insurance agent. This presents a conflict of interest to your investment adviser representative as they could have a financial incentive to recommend you place your assets in either insurance products or an advisory account depending on which would pay them more.

Riddick & Co has taken steps to manage this conflict of interest by requiring that each investment adviser representative (i) only recommend insurance and annuities when in the best interest of the client and without regard to the financial interest of Riddick & Co and its investment adviser representative or Wealth Inn and its insurance agents, (ii) not recommend insurance and/or annuities which result in your investment adviser representative acting as an insurance agent and/or Riddick & Co or Wealth Inn receiving unreasonable compensation related to the recommendation and (iii) disclose in writing to a client the anticipated commission that Wealth Inn and/or our investment adviser representatives acting in their separate capacity as insurance agents will receive from the recommended insurance or annuity carrier and any material conflicts of interest related to insurance or annuity recommendations.

Description of Advisory Services

The following are descriptions of the primary advisory services of Riddick & Co. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Riddick & Co before we can provide you the services described below.

Asset Management Services – Riddick & Co offers *Asset Management Services*, which involves providing you with continuous and ongoing supervision over your specified accounts.

You must appoint our firm as your investment adviser of record on specified accounts (collectively, the "Account"). The Account consists only of separate account(s) held by qualified custodian(s) under your

name. The qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

It is important that you understand we manage investments for other clients and give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions we take for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts.

As an investment adviser registered under the Florida Securities and Investor Protection Act and other applicable federal and state securities laws, we owe clients a fiduciary duty to put client interests first which includes, but is not limited to, a duty of care, loyalty, obedience, and utmost good faith.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

Services are provided through the AssetMark Platform, which is sponsored by AssetMark, Inc., an SEC-registered investment advisor not affiliated with our firm.

The AssetMark Program has two components. For both options, we will need to obtain certain information from you to determine your financial situation and investment objectives. Accounts are therefore managed on the basis of your individual financial situation and investment objectives. At predetermined intervals, but no less than annually, you are reminded to notify us whether your financial situation or investment objectives have changed, or if you want to impose and/or modify any reasonable restrictions on the management of your accounts. At least annually, we contact individual clients to determine whether their financial situation or investment objectives have changed, or if the client wants to impose and/or modify any reasonable restrictions on the management of accounts managed. We are always reasonably available to consult with individual clients relative to the status of their accounts. You have the ability to impose reasonable restrictions on the management of your accounts, including the ability to not hold certain securities. Your beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise the account. A separate account is maintained for each client with the custodian and clients retain right of ownership of the account (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

The first component of the AssetMark Program is the **Advisor-Managed Platform** that allows us to manage client assets based on your financial situation, investment objectives and risk tolerance. Investment strategies can be developed by us or made up of model portfolios provided by a number of institutional investment strategists, which are based on the information, research, asset allocation methodology and investment strategies of these investment strategists. We will actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

The second component of the AssetMark Program is the **Referral-Platform** through which we are able to introduce clients to AssetMark as a third-party investment manager and other investment strategies, selected by and made available by AssetMark, to serve as third-party investment managers. These third-party investment managers who will provide discretionary management of individual portfolios of equity and/or fixed income securities.

In this situation, we will not be responsible for making specific decisions regarding the investments held in your account and will not be responsible for making trades in your account. AssetMark and other independent investment strategists selected by AssetMark will be responsible for all investment and management decisions. However, we are always responsible for assisting clients with identifying their risk tolerance and investment objectives. We will recommend managers and help determine appropriate investment strategies in relation to the client's stated investment objectives and risk tolerance. You will specifically direct the account to be invested in accordance with the chosen model portfolio. When you select a model portfolio, you also will need to direct that the account be automatically adjusted to reflect any adjustment in the model portfolio by the investment strategist. This will result in the purchase and sale of certain mutual funds or transfers between variable annuity sub-accounts without further authorization by you at such time as the investment strategist changes the composition of the selected model portfolio.

Although the third-party investment managers will be responsible for making all investment decisions, we will be available to answer questions you may have regarding your account and act as the communication conduit between the client and the investment manager.

Although we review the performance of numerous third-party investment managers, we are only able to select the investment managers approved by AssetMark and thus available on the AssetMark Program platform. Therefore, we have a conflict of interest in that we will not recommend a third-party investment manager to clients if the investment manager is not available through the AssetMark Program.

Clients are advised that there may be other third-party managed programs, not recommended by Riddick & Co, that are suitable for the client and that may be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client's financial goals or objectives will be achieved by a third-party investment advisor recommended by our firm. Further, no guarantees of performance can ever be offered by our firm.

Financial Planning & Consulting Services – When providing financial planning and consulting services, the role of your investment adviser representative is to find ways to help you understand your overall financial situation and help you set financial objectives. Topics that can be included in the financial planning process include, but are not necessarily limited to, the following:

- Asset Allocation,
- Cash Flow Analysis & Budgeting,
- Education Planning,
- Estate Planning,
- Investment Planning,
- Portfolio Reviews,
- Retirement Planning,
- Risk Management, and
- Tax Planning & Analysis

Automated Financial Planning Services

We offer the following automated financial planning services.

- Financial Education Tools and Calculators which provides financial educational topics and calculators related to retirement education, and general financial wellness.
- Basic Financial Planning Software which can help integrate client accounts, calculate net worth, analyze cash flow and expenses, and calculate basic planning goals such as retirement and education.
- Advanced Financial Planning Software which can help integrate client accounts, calculate net worth, analyze cash flow and expenses, and calculate basic and advanced planning goals such as retirement, cash flow, education savings, and large goals such as a second home.

Traditional Financial Planning Services

We also offer traditional services in the form of one-on-one financial planning. Such services involve preparing a written financial plan covering specific or multiple topics (as listed above). We can provide “full” or holistic written financial plans. We can also provide modular written financial plans which only cover those specific areas of concern mutually agreed upon by you and us. A modular written financial plan is limited or segmented and does not involve the creation of a full written financial plan. You should be aware that there are important issues that may not be taken into consideration when your investment adviser representative develops his or her analysis and recommendations under a modular written financial plan.

We also offer consultations in order to discuss financial planning issues when you do not need a written financial plan. We offer a one-time consultation, which covers 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 request made by you. Under an “as-needed” consultation, it will be incumbent upon you to identify those particular issues for which you are seeking our advice or consultation on.

Another one-time consultation service we offer is a Personal Portfolio Review and Goals Analysis. For this service, we review the client’s current portfolio holdings against their risk tolerance and investment objectives. We will perform a basic goals analysis to determine client’s expectations versus reality of accomplishing their goals and a copy of the report and analysis will be provided to client.

Our financial planning and consulting services can include the analysis of your portfolio and investment positions, but do *not* involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement our financial planning and consulting recommendations. To the extent that you would like to implement any of our investment recommendations through Riddick & Co or retain Riddick & Co to actively monitor and manage your investments, you must execute a separate written agreement with Riddick & Co for our Asset Management Services.

Webinars and Training Seminars – Riddick & Co offers educational webinars and live presentations focused on investment planning and financial planning. Topics will include, but are not necessarily limited to, financial planning, asset allocation, cash flow analysis & budgeting, education planning, estate planning, investment planning, tax planning retirement planning and risk management.

Although course material is investment-related (including the discussion of and opinions related to the purchase or sale of securities), all information is strictly general-in-nature meaning Riddick & Co does not

provide individualized or personalized advice or recommendations and therefore information provided by Riddick & Co may not be suitable for the attendee's personal investment situation. Attendees are strongly encouraged by Riddick & Co to consult with a financial professional of their own choosing for specific or personalized investment advice. Webinar and training seminar attendees are not required, whatsoever, to use the services of Riddick & Co but can be referred to one of the services described above.

Attending a webinar or training seminar does *not* create a personalized-investment advisory relationship of any kind between Riddick & Co and attendees. A personal, investment advisory relationship with Riddick & Co can only be established and one-on-one investment advice can only be provided after the following three events have been completed:

- 1) Riddick & Co thorough review with you of all the relevant facts pertaining to a potential engagement;
- 2) Execution of a written engagement and fee agreement between you and Riddick & Co

Retirement Plan Rollover Recommendations

When Riddick & Co provides investment advice about your retirement plan account or individual retirement account ("IRA") including whether to maintain investments and/or proceeds in the retirement plan account, roll over such investment/proceeds from the retirement plan account to a IRA or make a distribution from the retirement plan account, we acknowledge that Riddick & Co is a "**fiduciary**" within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC") as applicable, which are laws governing retirement accounts. The way Riddick & Co makes money creates conflicts with your interests so Riddick & Co operates under a special rule that requires Riddick & Co to act in your best interest and not put our interest ahead of you.

Under this special rule's provisions, Riddick & Co must as a fiduciary to a retirement plan account or IRA under ERISA/IRC:

- Meet a professional standard of care when making investment recommendations (e.g., give prudent advice);
- Never put the financial interests of Riddick & Co ahead of you when making recommendations (e.g., give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments; Follow policies and procedures designed to ensure that Riddick & Co gives advice that is in your best interest;
- Charge no more than is reasonable for the services of Riddick & Co; and
- Give the client basic information about conflicts of interest.

To the extent we recommend you roll over your account from a current retirement plan account to an individual retirement account managed by Riddick & Co, please know that Riddick & Co and our investment adviser representatives have a conflict of interest.

We can earn increased investment advisory fees by recommending that you roll over your account at the retirement plan to an IRA managed by Riddick & Co. We will earn fewer investment advisory fees if you do not roll over the funds in the retirement plan to an IRA managed by Riddick & Co.

Thus, our investment adviser representatives have an economic incentive to recommend a rollover of

funds from a retirement plan to an IRA which is a conflict of interest because our recommendation that you open an IRA account to be managed by our firm can be based on our economic incentive and not based exclusively on whether or not moving the IRA to our management program is in your overall best interest.

We have taken steps to manage this conflict of interest. We have adopted an impartial conduct standard whereby our investment adviser representatives will (i) provide investment advice to a retirement plan participant regarding a rollover of funds from the retirement plan in accordance with the fiduciary status described below, (ii) not recommend investments which result in Riddick & Co receiving unreasonable compensation related to the rollover of funds from the retirement plan to an IRA, and (iii) fully disclose compensation received by Riddick & Co and our supervised persons and any material conflicts of interest related to recommending the rollover of funds from the retirement plan to an IRA and refrain from making any materially misleading statements regarding such rollover.

When providing advice to you regarding a retirement plan account or IRA, our investment advisor representatives will act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk, tolerance, financial circumstances, and a client's needs, without regard to the financial or other interests of Riddick & Co or our affiliated personnel.

Limits Advice to Certain Types of Investments

Riddick & Co provides investment advice on the following types of investments:

- Certificates of Deposit
- Equities (e.g., individual stock positions) such as exchange-listed securities
- Exchange Traded Funds (ETFs)
- Fixed Income Positions (e.g., bonds)
- Hedge Funds and other Private Offerings/Private Placements
- Interests in Partnerships in Oil and Gas Interests
- Interests in Partnerships Investing in Real Estate
- Municipal Securities
- Mutual Funds
- US Government Securities
- Variable Annuities
- Variable Life Insurance

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We can modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

Please refer to *Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss* for more information.

Participation in Wrap Fee Programs

Riddick & Co offers Asset Management Services through the AssetMark Platform which is a wrap-fee program. A wrap fee program is defined as any advisory program under which a specified fee or fees not based directly upon transactions in a client's account is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and the execution of client transactions. Whenever a fee is charged to a client for services described in this brochure (whether wrap fee or non-wrap fee), we will receive all or a portion of the fee charged.

Tailor Advisory Services to Individual Needs of Clients

Riddick & Co's advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including the ability to impose restrictions on investing in certain securities, types of securities, investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Client Assets Managed by Riddick & Co

As December 26, 2023, Riddick & Co has \$3,905,373.95 assets managed on a discretionary basis and \$1,396,797.23 assets managed on a non-discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Riddick & Co.

For purposes of calculating investment advisory fees, securities in the Account that are listed on a national securities exchange or on NASDAQ will be valued as determined by the qualified custodian(s) and reflected on the qualified custodian's account statements.

Asset Management Services

The following is the standard fee schedule for our Asset Management Services provided through the AssetMark Platform.

<u>Assets Under Management</u>	<u>Annual Fees</u>
\$0 – \$1,000,000	1.00%
\$1,000,001 – \$2,500,000	0.80%
\$2,500,001 and above	0.70%

(This is a blended fee schedule. This means that the assets in a client's account will be billed at different levels according to the fee schedule above. For example, if a client had an account value of \$1,500,000 then the following equation would be used to determine the annual fee rate:
 $(\$1,000,000 \times .01) + (\$500,000 \times .008) = 0.90\%$)

The preceding schedule represents the fees paid to Riddick & Co. In addition, AssetMark charges a platform fee which covers the cost of all transactions executed through the program, AssetMark's compensation for the program and the fees paid to any other third-party investment advisers used to manage client accounts. The AssetMark Platform Fee varies by investment solution but does not exceed 1.15% annually. Therefore, the maximum total advisory fee (Riddick & Co's fee plus AssetMark Platform Fee) charged to Riddick & Co. clients will not exceed 2.15%.

Fees are payable quarterly, in advance, based on average assets under management during the previous quarter. AssetMark is solely responsible for collecting all fees paid by our clients through these programs. AssetMark will then journal our portion of the advisory fee to Riddick & Co who will not have any access or authorization to collect of debit fees from client accounts.

You must provide standing authorization to the qualified custodian(s) of your account for AssetMark to deduct fees from your account and pay such fees directly to AssetMark, Riddick & Co., and third-party investment advisers, if any, used to help manage your accounts.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Any non-transaction fees and expenses charged by custodians will be charged separately from the AssetMark fee. A complete description of the AssetMark Program and related fees, charges, when due and termination procedures are described in the AssetMark, Inc. Wrap Fee Program Brochure, which will be given to all clients prior to or at the time an account is established.

Fees are prorated (based on the number of days service is provided during the initial billing period) for your Account opened at any time other than the beginning of the billing period. If asset management services are commenced in the middle of a billing period, the prorated fee for the initial billing period is billed in arrears at the same time as the next full billing period's fee is billed.

Each client's annual fee is negotiable and determined based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the potential for additional Account deposits, and the relationship of the client with the investment adviser representative.

Clients can combine multiple accounts held by related family members living in the same household for purposes of reaching a lower tier on the fee schedule. We will document, in writing, the household accounts combined for management fee purposes. Our client agreement or an addendum to the client agreement will be used for documentation purposes.

Riddick & Co believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs.

Asset Management Services continue in effect until terminated. You may terminate the services by providing Riddick & Co with notice. Riddick & Co may terminate the services by providing you with written

notice effective 30 days after you receive the written notice. Any prepaid, unearned fees will be promptly refunded by Riddick & Co to you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Non-transaction fees and expenses assessed by the qualified custodian are billed directly to you by the qualified custodian. Riddick & Co does not receive any portion of fees from you or the qualified custodian. In addition, you will incur certain charges imposed by third parties other than Riddick & Co in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by Riddick & Co are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus. We do not receive any portion of such "other" fees and expenses. The only fee we receive is our asset management fee described at the beginning of this section.

Financial Planning Services

Automated Financial Planning

- Financial Education Tools and Calculators: The fixed fee of this service is \$70 annually.
- Basic Financial Planning Software: The fixed fee for this service is \$210 annually.
- Advanced Financial Planning Software: The fixed fee for this service is \$500 annually.

All fees are charged and due in advance of the upcoming annual period upon receipt of an invoice from Riddick & Co. You can pay the annual fee by check or by credit card.

If you elect to pay by credit card, you must provide written authorization to Riddick & Co for such a charge. You should review your credit card account statements received and verify that appropriate financial planning fees are being charged.

Services continue in effect until terminated. You can terminate automated financial planning services within fourteen (14) days of entering into an agreement with Riddick & Co without penalty and no fees due or a full refund of fees paid in advance. If you terminate automated financial planning services after the initial fourteen (14) day period, you can terminate the services by providing Riddick & Co with notice. After the initial 14 day period, there is no refund if the service is terminated, and the entire fixed fee is considered earned.

Riddick & Co may terminate the services by providing you with written notice effective 30 days after you receive the written notice.

Webinar and training seminar attendees are eligible for a discount or special pricing to our automated financial planning services.

Traditional Financial Planning

Fees charged for traditional, one-on-one financial planning and consulting services are negotiable based upon the type of client, the services requested, the complexity of the client's situation, other advisory services provided and the relationship of the client and the investment adviser representative. The following are the fee arrangements available for financial planning and consulting services offered by Riddick & Co.

Fixed Fee

Riddick & Co provides financial planning services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for financial planning services under this arrangement. Our standard fee for most financial plans is \$3,000 or 1.00% of net worth (not including primary residence), whichever is greater. The amount of the fixed fee for your engagement is specified in your financial planning agreement with Riddick & Co. You are required to pay in advance at least 50% of the fixed fee at the time you execute an agreement with Riddick & Co; however, at no time will Riddick & Co require payment of more than \$500 in fees more than six months in advance. The remainder of the fixed fee is upon completion of the financial plan.

For a Personal Portfolio Review and Goals Analysis, there is a fixed fee charge of \$350, which will be due at the time the Portfolio Review Agreement is signed by the client.

Hourly Fee

Riddick & Co also provides financial planning services under an hourly fee arrangement. An hourly fee of \$350 per hour, for the first hour, with \$150 per half hour for every hour after the initial hour, is charged by Riddick & Co for financial planning services under this arrangement. For clients that request only a portfolio-review analysis (with no other issues or topics discussed or analyzed) we charge \$350 for a one-hour analysis and feedback. Before commencing financial planning services, Riddick & Co provides an estimate of the approximate hours needed to complete the requested financial planning services. If Riddick & Co anticipates exceeding the estimated amount of hours required, Riddick & Co will contact you to receive authorization to provide additional services. You will pay in advance a mutually agreed upon retainer that will be available for Riddick & Co to bill hourly fees against for our financial planning services; however, under no circumstances will Riddick & Co require you to pay fees more than \$500 more than six months in advance. Any unpaid hourly fees are due immediately upon completion and delivery of the financial plan.

Riddick & Co provides on-going financial planning and consulting services to clients who are currently receiving Asset Management Services from Riddick & Co for an asset management fee. Riddick & Co does not charge a fixed or hourly fees for services under this arrangement.

You can terminate the financial planning services within five (5) business days of entering into an agreement with Riddick & Co without penalty or fees due. If you terminate the financial planning services after five (5) business days of entering into an agreement, you will be responsible for immediate payment of any financial planning services performed by Riddick & Co prior to the receipt by Riddick & Co of your notice. For financial planning services performed by Riddick & Co under an hourly arrangement, you will pay Riddick & Co for any hourly fees incurred at the rates described above. For financial planning services performed by Riddick & Co under a fixed fee arrangement, you will pay Riddick & Co a pro-rated fixed fee equivalent to the percentage of work completed by Riddick & Co as determined by Riddick & Co. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Riddick & Co to you.

Webinars and Training Seminars

Prices for webinar and training seminar courses range between \$197 to \$499 depending on the length of the course as well as the complexity and number of topics covered. We can offer complimentary seats and discounted rates to attendees. Discounts and complimentary seats are typically provided to prospective and current clients. Fees are due in advance of the session with full refunds provided if

cancelled before the event. Once the event is held, no refunds are provided. A copy of this Form ADV Part 2A: *Firm Brochure* will be provided to all webinar and training seminar attendees.

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. *Item 6* is not applicable to this Disclosure Brochure because we do not charge or accept performance-based fees.

Item 7 – Types of Clients

Riddick & Co provides investment advice to retail investors which can be defined as individual-natural person clients including high-net worth individuals. We also provide services to small companies and their owners.

Minimum Investment Amounts Required

There are no minimum investment amounts or conditions required for establishing an account managed by Riddick & Co. However, all clients are required to execute an agreement for services in order to establish a client arrangement with Riddick & Co.

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

Methods of Analysis

Riddick & Co primarily uses the following method of analysis in formulating investment advice:

Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Technical – This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

Investment Strategies

Riddick & Co uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases. Investments held at least a year.

Short term purchases. Investments sold within a year.

Option writing including cover options, uncovered options or spreading strategies. Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

Tactical asset allocation. Allows for a range of percentages in each asset class (such as Stocks = 40-50%). The ranges establish minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak.

Value-Investing. This strategy attempts to acquire at reasonable valuations publicly traded businesses that can deliver sustainable excess returns. We use this strategy to focus on long-only positions. Long term strategies are designed to identify and select investments to be held for multiple years. We will also invest in value oriented special situations with shorter expected holding periods.

Value Investing can be described as a strategy of selecting stocks that trade for less than their intrinsic values. Value investors typically seek stocks of companies that they believe the market has undervalued. They believe the market overreacts to good and bad news, resulting in stock price movements that do not correspond with the company's long-term fundamentals. The result is an opportunity for value investors to profit by buying when the price is deflated. Often, value investors select stocks with lower-than-average price-to-book or price-to-earnings ratios and/or

high dividend yields. The risks associated with value-investing include incorrectly analyzing and overestimating the intrinsic value of a business, concentration risk, under performance relative to major benchmarks, macro-economic risks, investing in value traps i.e., businesses that remain perpetually undervalued, and lost purchasing power on cash holdings in the case of inflation.

Do not Primarily Recommend One Type of Security

We do not primarily recommend one type of security to clients. Instead, we are able to recommend a wide-range of investments and securities that may be suitable for each client relative to that client's specific circumstances and needs.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- **Management Risk** – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.
- **Market Risk** – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- **Equity (stock) market risk** – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- **Company Risk**. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- **Fixed Income Risk**. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend 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.

- Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Risks of Private Placements including Hedge Funds and other Private Funds - A security exempt from registering with the U.S. Securities and Exchange Commission and state securities regulator is often referred to as a private placement or unregistered offering (i.e., "Reg. D" offering). These include private investment funds such as hedge funds, real estate funds, private equity funds and other "private funds" that are exempt from registration under the Investment Company Act of 1940.
 - Only an "accredited" investor should invest in a private placement offering. To qualify as "accredited" investor, the investor must (a) have a net worth (not including primary residence) of at least \$1 million, or (b) have an income exceeding \$200,000 in each of the 2 most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year.
 - Private placement offerings often are speculative, high risk and illiquid investments. An investor can lose his or her entire investment in a private placement offering.
 - Private placement offerings are not subject to same laws and regulations, which are designed to protect investors, as registered securities offerings.
 - Private placement offerings have not been reviewed by a regulator to make sure risks associated with the risks of private placement investment have been adequately disclosed to prospective investors.
 - Private placement offerings often project higher rates of return, but this is typically because the risks of the underlying the private placement investment are also higher.
 - Private placement offerings are generally illiquid, meaning there are limited opportunities to resell the underlying security of the private placement. Therefore, an investor may be forced to hold the private placement security indefinitely.
 - Investors in a private placement offering are usually provided with less disclosure information than they would receive in a public securities offering. Consequently, investors know much less about the private placement investment and the people behind it.

- Private placement offerings have been used by fraudsters in the past, and consequently private placement offerings are one of the most frequent sources of enforcement cases conducted by state securities regulators. It may be very difficult or impossible for an investor in a private placement offering to recover the money invested from the sponsor of the private placement offering if such offering turns out to be fraudulent.
- Before investing in a private placement offering, an investor should carefully read and fully understand the subscription agreement and the offering memorandum/private placement memorandum.
- For additional details about private placement offerings and red flags associated with such offerings, please visit http://www.sec.gov/oiea/investor-alerts-bulletins/ib_privateplacements.html#.VDane410yUk

Item 9 – Disciplinary Information

Item 9 is not applicable to this Disclosure Brochure because there are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

Riddick & Co is **not** and does **not** have a related person that is a broker/dealer, municipal securities dealer, 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), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

As described in *Item 4 – Advisory Business* and *Item 5 – Fees and Compensation*, Riddick & Co, has formed relationships with AssetMark, Inc. an independent, third-party investment adviser. As disclosed in those items, Riddick & Co will recommend the AssetMark platform to clients. When Riddick & Co refers clients to AssetMark, you need to know that the firm will receive a portion of the fee charged by AssetMark. Therefore, we have a conflict of interest in that our decision to recommend AssetMark is not based exclusively on our client's interest of receiving the most favorable execution. Our decision is also based on the ease of business operations we receive for using AssetMark and the fact that we receive a portion of the fees billed to your AssetMark. Please refer to Item 5 for more information.

Riddick & Co is an independent investment registered adviser and only provides investment advisory services. However, our investment adviser representatives sell other products or provide services outside of their role with Riddick & Co.

Insurance Agent

In a capacity separate from Riddick & Co your investment adviser representative will also serve as an insurance agent under our affiliated insurance agency, Wealth Inn, LLC. When acting as an insurance agent, your investment adviser representative can recommend insurance and/or annuity products that pay commissions to the insurance agent which vary depending upon the product recommended. Consequently, your investment adviser representative of Riddick & Co has an economic incentive to

recommend the insurance and annuity products with a higher commission rate, which is a conflict of interest.

The receipt of commissions on insurance products also presents a conflict of interest because it can create an incentive for your investment adviser representative to place your assets in insurance products rather than advisory accounts, depending on which pays more. The commissions for a fixed index annuity is greater initially than the annual investment advisory fee in most situations. Consequently, the advice rendered to you could be biased and creates a conflict of interest. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative.

Riddick & Co has taken steps to manage these conflicts of interest by requiring that each investment adviser representative (i) only recommend insurance and annuities when in the best interest of the client and without regard to the financial interest of Riddick & Co and its investment adviser representative, (ii) not recommend insurance and/or annuities which result in investment adviser representative and/or Riddick & Co receiving unreasonable compensation related to the recommendation, and (iii) disclose in writing to a client the anticipated commission that Wealth Inn and/or our investment adviser representatives acting in their separate capacity as insurance agents will receive from the recommended insurance or annuity carrier and any material conflicts of interest related to insurance or annuity recommendations.

The disclosure will be given to the advisory client prior to the sale outlining the commission rate or amount of insurance commission that the investment adviser firm and/or supervised person will receive from the insurance company for such purchase. The disclosure will also include the reasoning used in determining how much to allocate to fixed index annuities versus advisory accounts.

Please refer to *Item 14 – Client Referrals and Other Compensation* for more information.

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

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Riddick & Co has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Riddick & Co's Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Riddick & Co requires its supervised persons to consistently act in your best interest in all advisory activities. Riddick & Co imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Riddick & Co. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Riddick & Co and its supervised persons do not recommend to clients, do not buy or sell for client accounts, securities in which we have a material financial interest.

Riddick & Co or supervised persons of the firm buy and sell for their personal accounts, investment products identical to those recommended to clients. This creates a conflict of interest. In order to mitigate conflicts of interest such as front running, supervised persons are required to disclose all reportable securities transactions to the firm for review and approval.

It is the express policy of Riddick & Co that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments.

It is our policy to ensure all client accounts are traded before making changes to our personal accounts. Therefore, we do not buy or sell securities for our personal accounts before buying or selling securities for our client accounts.

As is required by our internal procedures manual, Riddick & Co and its supervised persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To mitigate conflicts of interest that can occur when access persons manage their personal accounts at the same time Riddick & Co manages client accounts, we have developed written supervisory procedures that include personal investment and trading policies for our supervised persons.

- Supervised persons cannot prefer their own interests to that of the client.
- Supervised persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Supervised persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment unless that information is also available to the investing public upon reasonable inquiry.
- Supervised persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Supervised persons are discouraged from conducting frequent personal trading.
- Supervised persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Riddick & Co.

Item 12 – Brokerage Practices

Brokerage Recommendations

Specific to our Asset Management Services, we recommend clients establish accounts through AssetMark, Inc.'s affiliated custodian, AssetMark Trust Company. Additionally, AssetMark allows clients to utilize Fidelity, Charles Schwab & Company, Inc., and Pershing. Clients are allowed to use one or more of these three custodians, but our preference and recommendation is for clients to utilize AssetMark Trust Company.

Please note these platforms may be more expensive than other available platforms and we do not represent or guarantee our recommended platforms are the least expensive in the industry.

AssetMark employs Fidelity Brokerage Services LLC and National Financial Services LLC collectively “Fidelity” for certain sub-custodial and brokerage services for equity and fixed income assets held in omnibus accounts. Fidelity Investments carries Fidelity Bonds and Errors and Omissions Liability Coverage and maintains reasonable levels of excess Securities Investor Protection Corporation (“SIPC”) coverage for the protection of the value of all cash and securities held in AssetMark Trust accounts.

Riddick & Co will periodically review alternative custodians and platforms in the marketplace for comparison to the currently used custodians, evaluating criteria such as overall services, cost competitiveness, financial condition and quality of execution. The following are important factors we consider when researching platforms like AssetMark and other brokerage platforms.

- Transaction and other fees and expenses charged by the broker/dealer,
- Consolidated reporting,
- Quality and transparency of brokerage account statements, and
- Access and availability to investment such as mutual funds, including lower sales charges than for direct purchases and lower minimum purchase amounts.

The suggestion of a recommended broker/dealer is not influenced by any soft dollar services or benefits provided to Riddick & Co because we are currently not on an institutional platform sponsored by a broker/dealer.

AssetMark will refer prospective clients to Riddick & Co if the prospect is looking for a local financial professional and is located in Riddick & Co’s area. We do not pay AssetMark a fee for such referrals. Moreover, the receipt of client referrals from AssetMark is not based on us committing a certain dollar amount of client assets on the AssetMark platform. However, it does create certain conflicts of interest. We have an incentive to select and recommend AssetMark based on our interest in receiving client referrals from AssetMark, rather than solely on our clients’ interest in receiving the most favorable execution services. Because we receive referrals from AssetMark, we will be less inclined to leave their platform for a similar platform sponsored by one of their competitors that does not offer client referrals.

Block Trading Policy

Investment advisors may elect to purchase or sell the same securities for several clients at approximately the same time when they believe such action may prove advantageous to clients. This process is referred to as aggregating orders, batch trading or block trading. Riddick & Co does not engage in block trading.

It should be noted that implementing trades on a block or aggregate basis may be less expensive for client accounts; however, it is our trading policy to implement all client orders on an individual basis. Therefore, we do not aggregate or “block” client transactions. Considering the types of investments we hold in advisory client accounts; we do not believe clients are hindered in any way because we trade accounts individually. This is because we develop individualized investment strategies for clients and holdings will vary. Our strategies are primarily developed for the long-term and minor differences in price execution are not material to our overall investment strategy.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Reviews are conducted by William Riddick, with reviews performed in accordance with your investment goals and objectives. Depending on the holdings of an Account, reviews are conducted weekly or semi-monthly. While the calendar is the main triggering factor, reviews can also be conducted at your request.

We will review the Account to determine changes in account diversification, individual holding percentages, individual holding fundamentals, security price and/or options expiration dates and other market, economic changes or risks. Account reviews also include investment strategy, objectives review, and making a change if strategy and objectives have changed.

If any of the changes in any of the above factors require repositioning to align with client goals, we will execute those changes.

Statements and Reports

For our Asset Management Services, you are provided with transaction confirmation notices and regular quarterly account statements in writing directly from the qualified custodian. We are available to provide written performance and holding reports to clients upon their request. Such reports will include performance and position information related to the accounts managed by our firm.

Item 14 – Client Referrals and Other Compensation

Riddick & Co does not directly or indirectly compensate any person for client referrals.

Our investment adviser representatives, acting in their separate capacity as insurance agents, receive commissions and other incentive awards for the recommendation/sale of annuities and other insurance products. While our investment adviser representatives put the interest of the clients first as a part of the firm's fiduciary duty, clients should be aware that the receipt of commission and additional compensation itself creates a conflict of interest. Due to the capacity the investment adviser is acting in, as an insurance agent, this can impact the insurance products they select when making recommendations.

At times, we will 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. For example, AssetMark provides Riddick & Co with financial credits to use with marketing programs developed by their approved marketing partners.

Receipt of these travel and marketing expense reimbursements are dependent 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 our clients. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients.

Riddick & Co and our supervised persons do not accept or receive compensation based on the sale of securities.

Please see *Item 5 - Fees and Compensation*, *Item 10 - Other Financial Industry Activities and Affiliations* and *Item 12 - Brokerage Practices*, for additional discussion concerning other compensation.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Riddick & Co does not take custody of client funds and securities. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

We have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against invoices and reports received from Riddick & Co. When clients have questions about their account statements, they should contact Riddick & Co or the qualified custodian preparing the statement.

Item 16 – Investment Discretion

When providing asset management services through AssetMark's Advisor-Managed Platform, Riddick & Co maintains trading authorization over your Account and can provide management services on a **discretionary** basis. Discretionary authority must be provided by the client, in writing, using our investment adviser agreement. When discretionary authority is granted, we will have the authority to determine the type of securities, the amount of securities that can be bought or sold for your portfolio without obtaining your consent for each transaction.

If you decide to grant trading authorization on a **non-discretionary** basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are not able to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations, and we may not achieve the optimal trading price.

Non-discretionary authorization must also be documented in writing, using our investment adviser agreement.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to Riddick & Co so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Item 17 – Voting Client Securities

Riddick & Co does not vote proxies on behalf of clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in your Account.

You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and decide based on the information provided. Although we do not vote client proxies, if you have a question about a particular proxy, you can contact us via phone or email (see the contact information on the Cover Page of this brochure). However, you will have the ultimate responsibility for making all proxy-voting decisions.

Item 18 – Financial Information

This *Item 18* is not applicable to this brochure. Riddick & Co does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the 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, Riddick & Co has not been the subject of a bankruptcy petition at any time.

Item 19 – Requirements for State-Registered Advisers

Executive Officer and Management Personnel

William Riddick

Educational Background:

- University of Florida, Bachelor of Science in Business Administration with a Major in Management: 2007

Business Experience:

- Riddick & Co Entrepreneurial Finance, LLC, Managing Member, Chief Compliance Officer and Investment Adviser Representative, 06/2021 to Present;
- Wealth Inn, LLC, Managing Member and Insurance Agent, 02/2012 to Present;
- Fortitude Advisory Group LLC, Investment Adviser Representative, 04/2012 to 8/2021;
- Saffer & Co., Auctioneer, 11/2019 to Present;
- J Riddick Corporation doing business under the name Riddick Family Enterprises, President and Consultant, 05/2010 to Present;

- Youthful Life, LLC, Managing Member of Healthy Products Company, 02/2017 to 12/2023;
- Argentus Advisors, LLC, Investment Adviser Representative, 02/2012 to 12/2013;
- Argentus Securities, LLC, Registered Representative, 02/2012 to 12/2013;
- Royal Alliance, Financial Advisor, 05/2010 to 02/2012; and
- Ameriprise Financial, Financial Advisor, -02/2008 to 05/2010

Other Business Activities

Riddick & Co is not involved in business activities outside of those already described in this brochure. Please refer to the Form ADV Part 2A: *Brochure Supplement* for more details about William Riddick’s other business activities.

No Performance Based Fees

As previously disclosed in *Item 6*, Riddick & Co does not charge or accept performance-based fees.

No Arbitrations

Riddick & Co or any of its supervised persons have not been the subject of any client arbitrations or similar legal disputes.

No Arrangement with Issuer of Securities

We do not have any arrangements with issuers of securities.

Customer Privacy Policy Notice

Commitment to Your Private Information: Riddick & Co Entrepreneurial Finance, LLC has developed a policy of protecting the confidentiality and security information we collect about our clients. We do not, and will not, share nonpublic personal information about you (“Information”) with unaffiliated third parties without your consent, except for the specific purposes described below. This notice has been provided to you to describe the Information we gather and the situations under which we need to share it.

Why We Collect and How We Use Information. We limit the collection and use of Information within the firm in order to have information to provide financial services to you. Such services include maintaining your accounts, processing transaction requests, financial advisory, and other services described in our Form ADV.

How We Gather Information. We get most Information directly from you when you provide us with information from any of the following sources:

- Applications or forms (for example: name, address, social security number, birth date, assets, income, financial history)
- Transactional activity in your account (for example: trading history and account balances)
- Information services and consumer reporting sources (for example: to verify your identity or to assess your credit history)

- Other sources with your consent (for example: your insurance professional, attorney, or accountant)

How We Protect Information. Riddick & Co Entrepreneurial Finance, LLC is required to protect the confidentiality of Information and to comply with the firm's stated policies. We will access Information only when there is an acceptable reason to do so, such as to service your account or provide you with financial services. We also maintain physical, electronic, and procedural safeguards to protect information, which comply with applicable SEC, state, and federal laws.

Sharing Information with Other Companies Permitted Under Law. We do not disclose Information obtained in the course of my practice except as required or permitted under law. Permitted disclosures include, for instance, providing information to unrelated third parties who need to know such Information in order to assist us with providing services to you. Unrelated third parties include broker/dealers, unaffiliated third-party investment advisers, ETF sponsor companies, insurance companies, and the custodian with whom your assets are held. In such situations, the confidential nature of information being shared is always stressed.

Former Customers. Even if Riddick & Co Entrepreneurial Finance, LLC ceases to provide you with financial products or services, the firm's Privacy Policy will continue to apply to you, and we will continue to treat your nonpublic information with strict confidentiality.