Hudock Capital Group

WRAP FEE PROGRAM BROCHURE
FORM ADV PART 2A
APPENDIX 1

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This wrap fee program brochure provides information about the qualifications and business practices of Hudock Capital Group. If you have any questions about the contents of this brochure, please contact us at 570-326-9500. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Hudock Capital Group is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Hudock Capital Group is 149255.

Hudock Capital Group is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

There have been no material chances to our wrap brochure since our last annual updating amendment dated March 17, 2025.

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Item 4 Services, Fees and Compensation

We are a registered investment adviser based in Williamsport, Pennsylvania. We are organized as a corporation under the laws of the Commonwealth of Pennsylvania. Prior to our transition of our organizational form to a corporation, Hudock Capital Group was a limited liability company organized under the laws of the Commonwealth of Pennsylvania. Our SEC registration succeeded to our new entity on July 1, 2019. We have been providing investment advisory services since 2009. Our firm is employee owned. Barbara B. Hudock and Michael J. Hudock, Jr. are the Trustees of the Hudock, Inc. Employee Stock Ownership Plan and Trust.

As used in this brochure, the words "we", "our" and "us" refer to Hudock Capital Group and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this brochure. As used in this brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm. Individuals providing investment advice on behalf of our firm are also referred to as Relationship Managers.

We offer the following wrap-fee program to prospective and existing advisory clients. We act as the program sponsor to a Wrap Fee Program (the "Program") whereby client accounts are managed for a single fee that includes both management services and the transaction/commission costs. The Program is designed to assist you to clarify your investment needs and to obtain professional asset management for a convenient single "wrap fee." You are not charged separate fees for the respective components of the total services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Prior to becoming a client under the wrap-fee program, you will be required to enter into a written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

We provide investment supervisory services through the Program, defined as giving continuous advice to you and/or making investments for your account(s) based on your individual needs. Through personal discussions in which your goals and objectives are established, we develop your personal investment policy and create and manage a portfolio for you based on that policy through portfolio managers.

Under the Program, we will manage your account either on a discretionary or non-discretionary basis. When you grant our firm discretionary authority to manage your account, we have the authority and responsibility to formulate investment strategies on your behalf. This authorization includes deciding which securities to buy and sell, when to buy and sell, and in what amounts, in accordance with your investment program, without obtaining your prior consent or approval for each transaction.

Discretionary authority is typically granted by the investment management agreement you sign with our firm, a power of attorney, and/or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. You may change/amend these limitations. Such amendments shall be submitted in writing. We will not wire or transfer funds to third parties without your prior written approval. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

Also, as part of our asset management services, to the extent specifically requested by the client, we may provide financial planning and consulting services. In the event that the client requires

extraordinary planning and/or consultation services (to be determined in the sole discretion of Hudock Capital Group), we may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

Advised Accounts: In some cases, you may elect to have us advise you on certain accounts without delegating the decision-making to our firm. We will make recommendations with regard to these accounts; however, you are responsible for deciding whether or not to implement our recommendations and for effecting any and all transactions on these advised accounts.

As part of our asset management services, we may use one or more outside portfolio managers to manage your account on a discretionary basis. We will regularly monitor the performance of your accounts managed by portfolio manager(s) and may hire and fire any portfolio manager without your prior approval. Our ability to hire and fire portfolio managers on your behalf is based on you granting our firm discretionary authority, which is typically granted by the investment management agreement you sign with our firm, a power of attorney, or trading authority forms. We may pay a portion of our advisory fee to the portfolio manager managing your account, or the manager may bill you on your account directly, depending on the specific agreement with each portfolio manager. In most cases, we discount our advisory fee so you will not pay a higher total advisory fee percentage as a result of the arrangement with outside portfolio managers.

Transactions for your account will be executed by National Financial Services, LLC, ("NFS" or "Fidelity"), or Pershing Advisor Solutions ("PAS" or "Pershing").To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by Fidelity and/or PAS and the advisory fees charged by investment advisers.

Changes in Your Financial Circumstances
In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g., attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. It is your responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of revising our previous recommendations and/or services.

The Program Fee
Our fee for asset management services through our wrap fee program is based on a percentage of your assets we manage as shown in the following fee schedule:

Assets Under Management	**Annual Fee**
Up to $499,999	2.00%
$500,000 - $999,999	1.50%
$1,000,000 - $2,999,999	1.25%
$3,000,000 +	Negotiable

Our investment advisory fee is negotiable at our discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s)

rendering the service(s); prior relationships with our firm and/or our representatives, and negotiations with the client. As a result of these factors, similarly situated clients could pay different fees, the services we provide to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above

Our annual asset management fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous calendar quarter. If the investment management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Also, each addition or withdrawal of assets from an account for $100,000 or more will be prorated. As discussed above, our advisory fee is negotiable, depending on individual client circumstances. Generally, our fee for "advised accounts" is lower than our average asset management services fee while still within the range of the same fee schedule shown above.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced asset management fee based on the available breakpoints in our fee schedule stated above.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

Termination of Advisory Relationship
Either party may terminate the investment management agreement by providing written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the investment management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Wrap Fee Program Disclosures

- You should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately and/or from other advisers or broker/dealers.

- Our firm and Associated Persons receive compensation as a result of your participation in the wrap-fee program. This compensation may be more than the amount our firm or our Associated Persons would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and our Associated Persons may have a financial incentive to recommend the Program.

- The Program creates a conflict of interest between you and our firm. You should be aware that we have a disincentive to purchase or sell securities in your account because we pay the transaction costs associated with trades directed to the custodian.

Risk of Loss
Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Investors generally face the following types of investment risks:

- 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.
- Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk may be caused by external factors independent of the fund's specific investments as well as due to the fund's specific investments. Additionally, each security's price will fluctuate based on market movement and emotion, which may, or may not be due to the security's operations or changes in its true value. For example, political, economic and social conditions may trigger market events which are temporarily negative, or temporarily positive.
- Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- Financial Risk: Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Additional Fees and Expenses
The wrap program fees that you pay to our firm for asset management services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds ("ETFs") (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. There may be other costs which are not included in the Program fee, such as national securities exchange fees; charges for transactions not executed through Fidelity and/or PAS, costs associated with exchanging currencies; wire transfer fees; or other fees required by law. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, ETFs, our firm, and others.

Item 5 Account Requirements and Types of Clients

We offer asset management services through our wrap fee program to individuals, trusts, estates, not-for-profit organizations, corporations, and other business entities. In general, we require a minimum of $1,000,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to

meet the stated minimum.

Item 6 Portfolio Manager Selection and Evaluation

We are the sponsor and primary portfolio manager for the Wrap Fee Program.

Performance-Based Fees and Side-by-Side Management
We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described under Item 4 above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Our Methods of Analysis and Investment Strategies
We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Charting Analysis - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Cyclical Analysis - a type of technical analysis that involves evaluating recurring price patterns and trends.
- Modern Portfolio Theory (MPT) - a theory of investing which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully choosing the proportions of various assets. MPT is a mathematical formulation of the concept of diversification in investing, with the aim of selecting a collection of investment assets that has collectively lower risk than any individual asset. The risk, return, and correlation measures used by MPT are mathematical statements about the future. In practice, investors must substitute predictions based on historical measurements of asset return and volatility for these values in the equations. Very often such expected values fail to take account of new circumstances which did not exist when the historical data were generated.
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short- term price fluctuations.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Client assets are advised primarily based on the Modern Portfolio Theory and through diversification, which is a way to reduce risk by investing in a variety of assets.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Recommendation or Use of Investment Strategies
We may allocate investment management assets of our client accounts, on a discretionary basis, among one or more investment strategies. We believe that our annual investment management fee is reasonable in relation to the advisory services provided under our Agreement and in relation to fees charged by other investment advisers offering similar services/investment strategies. However, our annual investment management fee may be higher or lower than that charged by other investment advisers offering similar services/investment strategies. Our investment strategies may involve above-average portfolio turnover which could negatively impact upon the net after-tax gain experienced by an individual client in a taxable account.

Dow 10
This strategy focuses on the thirty (30) stocks within the Dow Jones Industrial average which are ranked based on dividend yield. The top ten (10) stocks with the highest dividend yield are then selected and held for a twelve (12) month period. The portfolio will generally be rebalanced to equal weighting and depending upon a re-evaluation of the thirty (30) Dow Jones Industrial stocks, certain stocks may be dropped and added for the next twelve (12) month period.

Although we believe the use of certain strategies can be advantageous to some of our clients, there can be no assurance that the future performance of any investment strategy will be profitable. Furthermore, the use of a particular investment strategy may not be suitable for your portfolio or prove successful. Due to various factors, including changing market conditions and/or manager performance, we may choose to discontinue the use of the strategies discussed.

Options Strategies. The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract.

Although the intent of the options-related transactions that we may implement is to hedge against principal risk, certain of the options-related strategies (i.e., straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Therefore, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct us, in writing, not to employ any or all such strategies for their accounts.

Covered Call Writing. Covered call writing is the sale of in-, at-, or out-of- the money call option against a long security position held in a client portfolio. This type of transaction is intended to generate income. It also serves to create downside protection in the event the security position declines in value. Income is received from the proceeds of the option sale. Such income may be reduced to the extent it is necessary to buy back the option position before its expiration. This strategy may involve a degree of trading velocity, transaction costs and significant losses if the underlying security has volatile price

movement. Covered call strategies are generally suited for positions with little price volatility.

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

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

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

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

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

Outside Portfolio Managers

We may use Riverfront Investment Group, LLC or Delaware Capital Management as an outside portfolio manager for the Program. We are not related, through control or ownership, to any outside portfolio managers.

The evaluation of the portfolio managers is based on data and information from several sources, including the manager, and independent databases. Among the types of information analyzed are historical performance, investment philosophy, investment style, historical volatility and correlation across asset classes. We also review the manager's Form ADV Part 2 in our evaluation process.

We receive performance calculations from the portfolio managers and we monitor accounts through Black Diamond Performance Reporting, a third party performance reporting system that provides us with performance data directly from the account custodian. On a quarterly basis, we compare the data we receive from Black Diamond Performance Reporting with the reports provided by the portfolio managers.

Voting Proxies

We will not vote proxies on behalf of advisory accounts. In rare cases, and only at your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you

own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

Other Advisory Business Services

Financial Planning Services
We offer broad-based, modular, and consultative financial planning services. Financial planning will typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. If you engage our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. Once we review and analyze the information you provide to our firm, we will deliver a plan to you, designed to help you achieve your stated financial goals and objectives.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

We charge a fixed fee for financial planning services, which generally ranges between $1,000 and $5,000. The fee is negotiable depending upon the complexity and scope of the plan, your financial situation, and your objectives.

If you only require advice on a single aspect of your finances, we offer modular financial planning/ general consulting services on an hourly basis. Our rate for such services ranges between $100 and $325 per hour and is negotiable depending on the scope and complexity of the plan, your financial situation, and your objectives. An estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you in advance and request that you approve the additional fee. Fees are due upon completion of services rendered.

We may waive these fees at our discretion if the recommendations are implemented through a client relationship with an Associated Person or Persons in their separate capacities as insurance agents, registered representatives, or advisors.

You may terminate the financial planning agreement by providing written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement. No refunds are applicable since fees are paid at the completion of the financial planning process.

Miscellaneous Disclosures

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. As indicated above, to the extent requested by a client, we may provide financial planning and related consulting services. Neither we nor our adviser representatives assist clients with the implementation of any financial plan, unless agreed to do so in writing. We do not monitor a client's financial plan, and

it is the client's responsibility to revisit the financial plan with us, if desired.

We may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. We do not serve as an attorney or accountant, and no portion of our services should be construed as legal or accounting services. Accordingly, we do not prepare estate planning documents or tax returns. To the extent requested by you, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e., attorneys, accountants, insurance agents, etc.), including certain of our representatives in their separate individual capacities as registered representatives of APW Capital, Inc., a securities broker/dealer and/or as licensed insurance agents. You are under no obligation to engage the services of any such recommended professional. You retain absolute discretion over all such implementation decisions and are free to accept or reject any recommendation from us and/or our representatives.

If you engage any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e., attorney, accountant, insurance agent, etc.) shall be responsible for the quality and competency of the services they provide.

Retirement Rollovers-Potential for Conflict of Interest. A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If we recommend that a client roll over their retirement plan assets into an account to be managed by us, such a recommendation creates a conflict of interest if we will earn new (or increase its current) compensation as a result of the rollover. If we provide a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), we are acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. No client is under any obligation to roll over retirement plan assets to an account managed by our firm, whether it is from an employer's plan or an existing IRA.

Independent Managers. We may allocate (and/or recommend that you allocate) a portion of your investment assets among unaffiliated independent investment managers in accordance with your designated investment objective(s). In such situations, the *Independent Manager(s)* shall have day-to-day responsibility for the active discretionary management of the allocated assets. We shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which we shall consider in recommending *Independent Manager(s)* include your designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fee charged by the Independent Manager(s) is separate from, and in addition to, our advisory fee and will be disclosed to the client before entering into the Independent Manager engagement and/or subject to the terms and conditions of a separate agreement between the client and the Independent Manager(s).

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

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

Socially Responsible (ESG) Investing Limitations. Socially Responsible Investing involves the incorporation of Environmental, Social and Governance ("ESG") considerations into the investment due diligence process. We do not maintain or advocate an ESG investment strategy but will seek to employ ESG if directed by a client to do so. If implemented, we shall rely upon the assessments undertaken by unaffiliated mutual fund, exchange traded fund or separate account portfolio managers to determine whether the fund's or portfolio's underlying company securities meet a socially responsible mandate.

ESG investing incorporates a set of criteria/factors used in evaluating potential investments: Environmental (i.e., considers how a company safeguards the environment); Social (i.e., the manner in which a company manages relationships with its employees, customers, and the communities in which it operates); and Governance (i.e., company management considerations). The number of companies that meet an acceptable ESG mandate can be limited when compared to those that do not and could underperform broad market indices.

Investors must accept these limitations, including potential for underperformance. Correspondingly, the number of ESG mutual funds and exchange-traded funds are limited when compared to those that do not maintain such a mandate. As with any type of investment (including any investment and/or investment strategies we recommend and/or undertake), there can be no assurance that investment in ESG securities or funds will be profitable or prove successful.

Non-Traded REITs. We may utilize certain non-traded REITs in a client's investment portfolio. REITs are subject to risks generally associated with investing in real estate, such as: possible declines in the value of real estate; adverse general and local economic conditions; possible lack of availability of mortgage funds; changes in interest rates; and environmental problems. In addition, REITs are subject to certain other risks related specifically to their structure and focus such as: dependency upon management skills; limited diversification; the risks of locating and managing financing for projects; heavy cash flow dependency; possible default by borrowers; the costs and potential losses of self-liquidation of one or more holdings; the possibility of failing to maintain exemptions from securities registration; and, in many cases, relatively small market capitalization, which may result in less market liquidity and greater price volatility. In addition, non-traded REITs do not trade on the secondary market. Accordingly, non-traded REITs are subject to liquidity constraints.

Cash Positions. We continue to treat cash as an asset class. As such, unless we determine to the contrary, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating our advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), we may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, our advisory fee could exceed the interest paid by the client's money market fund.

Cash Sweep Accounts. Certain account custodians can require that cash proceeds from account transactions or new deposits, be swept to and/or initially maintained in a specific custodian designated sweep account. The yield on the sweep account will generally be lower than those available for other money market accounts. When this occurs, to help mitigate the corresponding yield dispersion we shall (usually within 30 days thereafter) generally (with exceptions) purchase a higher yielding money market fund (or other type security) available on the custodian's platform, unless we reasonably anticipate that we will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to the amount of dispersion between the sweep account and a money market fund, the size of the cash balance, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account.

The above does not apply to the cash component maintained within an actively managed investment strategy (the cash balances for which shall generally remain in the custodian designated cash sweep account), an indication from the client of a need for access to such cash, assets allocated to an unaffiliated investment manager and cash balances maintained for fee billing purposes.

The client shall remain exclusively responsible for yield dispersion/cash balance decisions and corresponding transactions for cash balances maintained in any unmanaged accounts.

Bitcoin, Cryptocurrency, and Digital Assets. For clients who want exposure to Bitcoin, cryptocurrencies, or digital assets, we, may advise the client to consider a potential investment in corresponding exchange traded securities, or an allocation to separate account managers and/or private funds that provide cryptocurrency exposure.

Bitcoin and cryptocurrencies are digital assets that can be used for various purposes, including transactions, decentralized applications, and speculative investments. Most digital assets use blockchain technology, an advanced cryptographic digital ledger to secure transactions and validate asset ownership. Unlike conventional currencies issued and regulated by monetary authorities, cryptocurrencies generally operate without centralized control, and their value is determined by market supply and demand. While regulatory oversight of digital assets has evolved significantly since their inception, they remain subject to variable regulatory treatment globally, which may impact their risk profile and liquidity.

Given that cryptocurrency investments are speculative and subject to extreme price volatility, liquidity constraints, and the potential for total loss of principal, we do not exercise discretionary authority to purchase cryptocurrency investments for client accounts. Any investment in cryptocurrencies must be expressly authorized by the client.

We do not recommend or advocate for the purchase of, or investment in, Bitcoin, cryptocurrencies, or digital assets. Such investments are considered speculative and carry significant risk. Clients who authorize the purchase of a cryptocurrency investment must be prepared for the potential for liquidity constraints, extreme price volatility, regulatory risk, technological risk, security and custody risk, and complete loss of principal.

Portfolio Activity. We have a fiduciary duty to provide services consistent with our client's best interest. As part of its investment advisory services, we will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when we determine that changes to a client's portfolio are neither necessary nor prudent.

Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Third-Party Reporting Services. In conjunction with the services provided by third-party account aggregation service providers, we may also provide periodic comprehensive reporting services, which can incorporate all of your investment assets including those investment assets that are not part of the assets managed by us (the "Excluded Assets"). Our services relative to the Excluded Assets are limited to reporting services only, which does not include investment implementation. Because we do not have trading authority for the Excluded Assets, to the extent applicable to the nature of the Excluded Assets (assets over which you maintain trading authority vs. trading authority designated to another investment professional), you (and/or the other investment professional) shall be exclusively responsible for directly implementing any recommendations relative to the Excluded Assets. Rather, you and/or your other advisors that maintain trading authority, and not us, shall be exclusively responsible for the investment performance of the Excluded Assets. Without limiting the above, we shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. In the event you desire that we provide investment management services (whereby we would have trading authority) with respect to the Excluded Assets, you may engage us to do so pursuant to the terms and conditions of an Investment Advisory Agreement.

Client Obligations. In performing our services, we shall not be required to verify any information received from you or from your other professionals, and are expressly authorized to rely thereon. Moreover, you are advised that it remains your responsibility to promptly notify us if there is ever any change in your financial situation or investment objectives for the purpose of reviewing, evaluating or revising our previous recommendations and/or services.

Artificial Intelligence. We may use certain Artificial Intelligence ("AI") tools in connection with its investment advisory services. We have adopted an AI Policy that governs the appropriate use of AI tools to ensure that we and our employees abide by their fiduciary duty and comply with all applicable regulations. AI tools are not used as a substitute for professional judgment by the firm or our employees, and all AI generated output is reviewed for accuracy. All investment decisions and recommendations are made and approved by us. The use of AI tools does not guarantee the accuracy of analyses or the success of any investment strategy. Clients should not assume that reliance on AI tools results in better performance or reduces risk. AI tools involve limitations and risks that we monitor and manage. These risks include, but are not limited to, data security concerns, potential inaccuracies, and possible algorithmic biases. To mitigate these risks, we have implemented controls such as pre-approval requirements for AI tools, restrictions on providing nonpublic personal information to public AI systems, vendor due diligence, review of AI-generated materials, and employee training on appropriate AI usage.

Cybersecurity Risk. The information technology systems and networks that we and our third-party service providers use to provide services to our clients employ various controls that are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in our operations and/or result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and the firm are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur financial losses and/or other adverse consequences. Although we have established processes to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that we do not control the cybersecurity measures and policies employed by third-party service providers, issuers of securities, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchanges and other financial market operators and providers.

Client Privacy and Confidentiality. We maintain policies and procedures designed to help protect the confidentiality and security of client nonpublic personal information ("NPPI"). NPPI includes, but is not limited to, social security numbers, credit or debit card numbers, state identification card numbers, driver's license number and account numbers. We maintain administrative, technical, and physical safeguards designed to protect such information from unauthorized access, use, loss, or destruction. These safeguards include controls relating to data access, information security, and incident response, and are reviewed to address changes in risk and business. Client information may be disclosed in response to regulatory requests, legal obligations, or as otherwise permitted by law, and any such disclosure is made in accordance with applicable privacy and confidentiality requirements.

We may engage non-affiliated service providers in connection with providing advisory services, and such providers may have access to client NPPI, as necessary, to perform their functions. We confirm that service providers maintain safeguards designed to protect client information from unauthorized access or use and provide notice to the firm in the event of a cybersecurity incident involving client information maintained by the service provider. While we maintain policies and procedures designed to protect client information, such measures cannot eliminate all risk. We will notify clients in the event of a data breach involving their NPPI as may be required by applicable state and federal laws.

Disclosure Statement. A copy of our written Brochure and Client Relationship Summary, as set forth on Part 2 of Form ADV and Form CRS respectively, shall be provided to you prior to, or contemporaneously with, the execution of the Investment Advisory Agreement or Financial Planning and Consulting Agreement.

Item 7 Client Information Provided to Portfolio Managers

As required, in order to provide the program services, we will provide your private information to your account custodian. We may also provide your private information to mutual fund companies and/or private managers. We will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our privacy policy as described below.

Privacy Policy
We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any non-public personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker/dealers, accountants, consultants, and attorneys.

We restrict internal access to non-public personal information about you to employees who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will never sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an investment management advisory agreement with our firm. Thereafter, we will deliver a copy of our privacy notice either upon request or when our policy has been materially amended. Please contact Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500, if you have any questions regarding this policy.

Item 8 Client Contact with Portfolio Managers

Without restriction, you should contact our firm and/or your assigned Relationship Manager directly with any questions regarding your account. In special circumstance, we may arrange communication between you and applicable outside portfolio managers.

Item 9 Additional Information

Disciplinary Information
Hudock Capital Group has been registered and providing investment advisory services since 2009. Neither our firm nor any of our Associated Persons has, nor has ever had, any reportable disciplinary information.

Other Financial Industry Activities and Affiliations
Some of the persons providing investment advice on behalf of our firm are registered representatives with APW Capital, Inc., a securities broker/dealer. In their capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as registered representatives is separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm.

Some of the persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Some of the persons providing investment advice on behalf of our firm also hold a real estate license separate from our firm. You are under no obligation, contractually or otherwise, to retain any person affiliated with our firm for real estate services.

Any material conflicts of interest between you and our firm, or our employees are disclosed in this Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Brochure.

Code of Ethics
We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written

policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500.

Participation or Interest in Client Transactions
Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of asset management services as disclosed in this Brochure.

Personal Trading Practices
Our firm, or persons associated with our firm, may buy or sell for their personal accounts the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in some cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm have priority over your account in the purchase or sale of securities.

Custody
Hudock Capital Group is deemed to have custody of certain client funds and/or securities although all client funds and securities are held for safekeeping and recordkeeping at an unrelated bank, broker/dealer, or other independent, qualified custodian (i.e., Pershing and/or Fidelity). Under the current rules of the SEC, our custody arrangements must meet the following criteria: 1) All accounts are held at a qualified and unrelated custodian, 2) all clients are notified in writing, both at the inception of a custodial relationship and in the event of any changes in such relationship that the custodian is holding the funds or securities, the address of the custodian, and the manner in which the assets are held, and 3) clients receive statements directly from the custodian on at least a quarterly basis. We have taken steps to ensure that we are in compliance with these requirements.

The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

We also engage in other practices and services on behalf of our clients that require disclosure at ADV Part 1, Item 9. Some of the practices and services subject the affected account(s) to an annual surprise CPA examination in accordance with the requirements of Rule 206(4)-2 under the Investment Advisers Act of 1940. In addition, certain clients have signed asset transfer authorizations which permit the qualified custodian to rely upon instructions from our firm to transfer client funds to “third parties.” These arrangements are also reflected at ADV Part 1, Item 9, but in accordance with the guidance provided in the SEC’s February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subjected to an annual surprise CPA examination.

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500.

Reviews of Accounts
Your investment assets managed through our firm are monitored on a continuous basis with a formal review conducted by your assigned Relationship Manager at least annually. (Please refer to the ADV Part 2B for detailed information on your Relationship Manager.) Additional reviews may be provided at your request, based on deposits and/or withdrawals in the account, material changes in your financial condition, or at the portfolio manager’s discretion. Our firm has a process to review the underlying portfolio assets, current market conditions, investment results, asset allocation, etc., to ensure investment strategy and expectations remain aligned with your stated goals and objectives.

We may provide you with additional written reports in conjunction with account reviews, depending on your specific arrangements with our firm. You will receive trade confirmations, monthly or quarterly statements, and annual tax reports from your account custodian(s).

Client Referrals and Other Compensation
On occasion, our firm receives sponsorship funding for our educational client events from one or more mutual fund companies. This receipt of funding is a potential conflict of interest because it could influence our firm to continue utilizing those fund companies for client investments. However, our firm is committed to our fiduciary duty of putting our clients' interests first which mitigates the risk of possible influence on our decision making in this regard. In addition, please refer to the Research and Other Benefits section below for disclosures on research and other benefits we may receive resulting from our relationships with custodians/brokers/dealers we recommend to our clients.

We have entered into an arrangement with employees under which they receive compensation from our firm for the establishment of certain new client relationships. Employees who refer clients to our firm must comply with the requirements of the jurisdictions where they operate. The compensation they receive is equal to 10% net of the advisory fee collected from the client during the first year of your advisory relationship with our firm. You will not be charged additional fees based on this compensation arrangement. Incentive based compensation paid to these employees is contingent upon you entering into an advisory agreement with our firm. Therefore, they have a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Brokerage Practices
We generally recommend the brokerage and custodial services of National Financial Services, LLC, ("NFS"), Fidelity Brokerage Services, LLC (collectively, and together with all affiliates, "Fidelity"), Pershing Advisor Solutions ("PAS" or "Pershing"), and/or APW Capital, Inc.

We examined potential conflicts of interest when we chose to enter into a relationship with Pershing, Fidelity, and APW Capital, Inc., and we determined that these relationships are in the best interests of our clients and that these custodians/broker/dealers satisfy our fiduciary obligations, including the duty to seek best execution. A client may pay a commission that is higher than what another qualified custodian/broker/dealer might charge to effect the same transaction where we have determined in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the custodian/broker/dealer's services, including the value of research provided, execution capability, commission rates and the benefit to all clients. Best execution may not necessarily be the lowest possible commission rate for specific client account transactions. We believe that the recommended custodian provides quality execution services for you at competitive prices.

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

versus Transaction-Based), you will be required to execute a separate agreement with Fidelity or PAS agreeing to such pricing/fees. Asset-Based or Transaction Based Fees charged by Fidelity or PAS will not be directly incurred by you if you engage us on a wrap fee basis.

Research and Other Benefits
Our firm has an arrangement with both Pershing and Fidelity through which both Pershing and Fidelity provide our firm with their "platform" services. The platform services include, among others, brokerage, custodial, administrative support, recordkeeping, and related services that are intended to support intermediaries such as our firm in conducting business and serving the best interests of clients. These may also be a benefit to our firm which may otherwise have to pay for such items at its own expense.

Pershing and Fidelity charge fees for the platform services mentioned above. Pershing and Fidelity enable our firm to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction changes. As part of our arrangements, Pershing and Fidelity also make available to us, at no additional charge, certain research and brokerage services, including research services obtained by Pershing or Fidelity directly from independent research companies, as selected by our firm. Some research packages may be selected by us from the Pershing or Fidelity systems and do not incur an additional charge to our firm. For example, these research and brokerage services presently may include those provided by Reuters, Standard and Poor's, and Bloomberg, and may be used by our firm to manage accounts and provide advice to all clients regardless as to whether such clients use Pershing or Fidelity.

We may have an incentive to select or recommend a custodian/broker/dealer based on our interest in receiving the research or other products or services, rather than on our clients' interests.

Our firm is independently operated and owned and is not affiliated with either Pershing, or Fidelity, or APW Capital, Inc.

Block Trades
We combine multiple orders for shares of the same securities purchased for discretionary accounts; however, we do not combine orders for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you at the same time.

When we combine multiple orders for shares of the same securities purchased for discretionary accounts, we will distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Trade Errors
In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, the profit is retained in the firm's error account to offset trade error losses.

Class Actions: You shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the assets we manage, including, but not limited to, class action lawsuits. We have

identified an unaffiliated service provider (Chicago Clearing Corporation) to assist clients, for a fee (generally 15% of the recovery), with class-action matters. We do not receive any compensation from the service provider.

You are under no obligation to engage the service provider and you may opt out at any time.

We do not participate in class action proceedings on behalf of our clients. Therefore, if you choose not to engage Chicago Clearing Corporation, you will be exclusively responsible to monitor and pursue all class action claims.

Financial Information
We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than $1,200 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

A Note About Your Privacy
We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any non-public personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker/dealers, accountants, consultants, and attorneys.

We restrict internal access to non-public personal information about you to employees who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will never sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of our privacy notice either upon request or when our policy has been materially amended. Please contact Wayne L. Dieffenderfer, Chief Compliance Officer at 570-326-9500, if you have any questions regarding this policy.