Magnifina

This brochure explains how our business works, our policies, and your rights as our client. We aimed to write it in plain language and for it to be helpful and easy to understand.

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This brochure provides information about the qualifications and business practices of Magnifina, LLC. If you have any questions about the contents of this brochure, please contact us at either 800-732-0818, ext. 701 or help@magnifina.com. 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 Magnifina, LLC also is available on the SEC's website at www.adviserinfo.sec.gov. Magnifina, LLC is an investment adviser registered with the SEC. Registration does not imply a certain level of skill or training.

SEC Form ADV Part 2A **Brochure Dated: October 08, 2026**

Item 1 – Cover Page

Item 2 – Material Changes

This version of our Brochure dated October 8, 2026, is an interim updating amendment. The following material changes have been made since our last annual update on March 20, 2026. If you would like another copy of this brochure, please download it from the SEC website as indicated above, or you may contact us at 800-732-0818, ext. 701.

1. We have updated Item 4 of this Brochure to describe model provider services that we provide through Addigence Corporation. For more information, please see Item 4.

2. We have updated Item 5 of this Brochure to describe the fees we charge for model portfolios and institutional clients. For more information, please see Item 5.

3. We have updated Item 6 of this Brochure to describe a performance fee we receive from Addigence. Only qualified clients are eligible for this service through Addigence and Magnifina has no direct interaction with Addigence clients. For more information, please see Item 6.

4. We have updated Item 7 to make clear that institutional clients must have at least $1,000,000 to investment with Magnifina.

5. We have updated Item 8 to describe our Core Equity Alpha strategy. For more information, please see Item 8.

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Item 4 – Advisory Business

Magnifina, LLC (Referred to herein as "Firm, We, and Our") is an independent investment advisory firm registered with the U.S. Securities and Exchange Commission ("SEC"). The company was formed in 2019 as a Limited Liability Company in New York and is currently wholly-owned by Asher Rogovy. We currently have $52,925,796 in discretionary assets under management and $972,429 in non-discretionary assets under management as of February 28, 2026.

We offer the following services to advisory clients:

Wealth Management

We create and manage investment portfolios for our clients on a discretionary and non-discretionary basis. These portfolios primarily consist of publicly traded equity securities (stocks). Some portfolios may contain other asset classes, such as fixed-income securities (bonds) or real-estate investment trusts (REITs), in accordance with client needs. Pooled-funds assets such as exchange-traded funds (ETFs) and mutual funds may be used to achieve diversity for a particular allocation. Clients may impose reasonable restrictions on individual securities or types of securities that we will select for them.

We may assign clients to group-managed model portfolios if it is in the client's best interest. We consider each client individually when selecting their investments. Before enrolling a client, we discuss their investment objectives, time horizon, risk tolerance, conflicts of interest, and other needs.

We provide investment advisory services on a non-wrap fee basis. Services are generally provided on a discretionary basis which means We purchase or sell securities or other investment products for the Client without speaking with the Client. This also means that if the client engages Us, the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, trade execution, custody). Please see *Item 5 – Fees and Compensation* for more information. If non-discretionary services are elected, We will always contact you for approval before implementing any transactions in your account. The type of authority you grant us will be listed in your Investment Advisory Agreement.

As part of our wealth management service, we create and present a financial plan to our wealth management clients. Financial plans may not be suitable for all wealth management clients and the Firm may determine that no financial plan is needed or will be provided as part of the wealth management services. Additionally, clients may opt-out of receiving financial planning services.

Financial Planning Services

We offer financial planning services as part of our wealth management service and as a standalone service. Financial planning services 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. These services can range from broad, comprehensive, financial planning to consultative or single subject planning. If you retain 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 provide 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 us. 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. If you receive financial planning recommendations as part of our wealth management service, the Firm will use the discretionary authority granted under wealth management to implement advisory recommendations that are derived from the financial plan. This gives the Firm an incentive to create financial plans that recommend advisory transactions and this incentive creates a conflict of interest. We address this conflict of interest in that the Firm only receives an asset-based advisory fee that does not depend on the number or type of advisory transactions. In all situations, we make recommendations in the best interest of the client.

Retirement Plan Rollovers

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 the Firm, such a recommendation creates a conflict of interest as we will earn a new (or increase Our current) advisory fee as a result of the rollover. We address this conflict of interest by reviewing any such recommendation to ensure it is in the best interest of the client. No client is under any obligation to roll over retirement plan assets to an account managed by Us.

Quantitative Equity Strategies

The Firm manages proprietary Quantitative Equity Strategies ("QES") that use systematic, rules-based stock selection rather than subjective judgment or discretionary market timing. QES investment decisions follow a defined, repeatable process grounded in factors with decades of empirical support across markets and economic regimes. When appropriate based on the

individual client's best interest, the Firm may utilize QES when providing discretionary wealth management services. QES portfolios are rebalanced monthly, allowing new accounts to be invested immediately without inheriting legacy positioning. Clients hold individual stocks directly, preserving proxy voting rights and enabling ethical or sector-based exclusions tailored to individual, religious, or institutional guidelines.

Model Services

The Firm has entered into a Portfolio Manager Services Agreement "PMS Agreement" with Addigence Corporation ("Addigence"), a SEC-registered investment adviser. Under the PMS Agreement, Magnifina has agreed to provide Addigence with trading information related to the Firm's Core Equity Alpha ("CEA") trade strategy so that Addigence may trade CEA for its clients, as determined by Addigence. Magnifina has no direct interaction nor suitability information regarding those clients.

CEA is a systematic, equal-weighted equity strategy deployed by Magnifina. Please see Item 8 for more information regarding CEA's investment strategy and associated risks.

CEA is built to serve as a core equity holding within a diversified allocation, complementing strategies that are concentrated, market-neutral, or non-equity.

Alternative Investments

From time to time, we might identify special opportunities to invest in alternative assets, such as private equity, venture capital, or direct real estate investments. Additionally, clients are welcome to submit to us alternative investment opportunities they have found themselves. We manage alternative investments on a non-discretionary basis. This means that if we conclude that such an investment is appropriate for a client, we will discuss the specific opportunity with the client and obtain permission before advising the client to make the investment .

For clients holding alternative investments, we will continuously and regularly consider the risks and benefits of these investments in connection with the rest of the client's investment portfolio under our management. Magnifina will advise on potential hedges for alternative investments which are expected to be more liquid.

Ethical Investing

As a company that values ethics, we are proud to enable our clients to provide us with ethical preferences for selecting their investments. For example, a client may indicate that they are concerned about the environment, and we would try not to select companies producing excessive pollution for that client. Clients are reminded that restricting the domain of possible investments may result in lower financial returns than an unrestricted portfolio.

Item 5 – Fees and Compensation

Wealth Management Fees

As compensation for ongoing investment advice and management, we charge a percentage-based fee ("Advisory Fee") on each client's assets under management. Our standard Advisory Fee is 1.00% per year. For client accounts over $2,000,000, our Advisory Fee may be negotiated. Advisory Fees are calculated based on client account values as supplied by the Custodian at the end of the last trading day of the prior quarter.

We collect Advisory Fees by deducting them from the qualified custodian on a quarterly basis in arrears. If we do not provide services for an entire quarter (due to mid-quarter commencement or termination of services), our Advisory Fee is prorated on a calendar day basis and any overpayments are refunded.

Some non-profit organizations, family members of clients, or Firm staff members, may receive services on a discounted or pro-bono basis at the sole discretion of the Firm.

Wealth Management clients who elect to receive financial planning services, and the Firm has determined such service is appropriate, will receive such services for no additional cost.

Because the Advisory Fee we charge is based on a client's assets, a client should be aware that the more assets that are in a client's retail account, the more the client will pay in Advisory Fees. This presents a conflict of interest in that we are incentivized to encourage clients to increase the assets in their account. We address this conflict of interest by reviewing any such recommendation to ensure it is in the best interest of the client.
Clients who are charged an Advisory Fee based on the percentage of assets under management should note that there may be variations in the account values used to calculate the Firm's Advisory Fee and the account values on the last day of the previous quarter or other period as shown on the account statement received from the custodian. These variations are due to differences in custodial methodologies to value the account(s). These variations include, but are not limited to, variations resulting from: (1) unsettled trades; (2) accrued interest; (3) pricing of securities; and (4) dividends earned but not yet received. Usually, any difference in account values due to these variations will be relatively small. Any client who has a question about any such difference or any other issue relating to the calculation of fees is encouraged to contact the Firm for further explanation.

Quantitative Equity Strategies

QES does not have an independent fee, but the Firm is compensated depending on how the QES service is utilized. For Wealth Management clients, clients are not charged an additional fee and all fees to the Firm are included in the client's Advisory Fee. Please see above.

Core Equity Alpha

Addigence clients utilizing our model portfolio(s) are charged a 20% performance fee ("Performance Fee"). 4.75% of the Performance Fee is retained by Addigence with the remainder paid to Magnifina. Neither Addigence nor Magnifina collect a Performance Fee from non-Qualified Clients. Performance fees will be calculated on a rolling 90-day basis or at a different interval based on in-app actions and changes to the client's strategy holdings. Fees will be deducted directly from the client's Addigence account, after which Addigence will pay the Magnifina its portion of the accrued performance fee.

Under Addigence billing practices, if the value of the strategy exceeds the High Water Mark "HWM" and the client remains unchanged, the HWM will be adjusted to the net-of-performance-fee value. If the value exceeds the HWM and there is a change in the allocation, the HWM will be adjusted to the net-of-performance-fee value, plus or minus the change in dollar allocation. If the strategy value is equal to or below the HWM, the HWM remains unchanged unless reduced due to withdrawal or reduction in the allocation.
The receipt of the Performance Fee creates a conflict of interest because the Firm has an incentive to increase the assets subject to the Performance Fee. We manage this conflict by having no control over whether clients select the CEA strategy and ensuring that only Qualified Clients are subject to the Performance Fee.

Institutional Investment Management Fees
Institutional subscribers utilizing the Firm's CEA strategy are charged an advisory fee ("Subscription Fee") based on the each subscriber's total assets invested in the CEA strategy. The Subscription Fee may be negotiated and the Firm may provide preferential terms to early subscribers. Subscription Fees are calculated based on the subscriber's account values at the end of the last trading day of the prior quarter. Institutional Investment in the CEA strategy is subject to a $1,000,000 per subscriber minimum.

The Subscription Fee is stepped on the following terms:

SUBSCRIBER ASSETS UNDER MANAGEMENT	SUBSCRIPTION FEE
$1,000,000 - $10,000,000	0.60%
$10,000,001 - $25,000,000	0.50%
$25,000,001 - $50,000,000	0.40%
+$50,000,001	Negotiable

We are paid the Subscription Fee on a quarterly basis in arrears. If we do not provide services for the entire quarter (due to mid-quarter commencement or termination of services), our Subscription Fee is prorated on a calendar day basis and any overpayments are refunded.

Subscribers are subject to any fees and costs imposed by its custodian and beyond the Subscription Fee including any additional advisory fees and transactions costs.
Financial Planning Fees

We typically charge clients on a flat fee basis for any financial planning services to be provided. The financial plan is created and provided pursuant to a written agreement, the basic terms of which are described below. Typically, we charge a flat fee according to the below table and depending on the complexity of the situation and planning. Financial planning fees may be negotiated at the sole discretion of the Firm and will be listed in each client's agreement. Financial plans are not required to be implemented through Magnifina. However, if the financial plan is implemented through Magnifina within two years of the financial plan's delivery date, the client shall receive a credit toward initial advisory fees to offset the cost of the financial plan. Additionally, Magnifina, in its sole discretion, may elect to reimburse, offset, or otherwise credit a client for fees due for services or for the selection of additional services.

Net Worth Range		**Fixed Fee**
Bottom Range	**Upper Range**	
$0	$99,999	$1,000
$100,000	$199,999	$1,500
$200,000	$299,999	$1,750
$300,000	$399,999	$2,000
$400,000	$499,999	$2,250
$500,000	$599,999	$2,500
$600,000	$699,999	$3,000
$700,000	$899,999	$3,500
$900,000	$999,999	$4,500
$1,000,000	$1,249,999	$5,000
$1,250,000	$1,499,999	$6,250
$1,500,000	$1,749,999	$7,500
$1,750,000	$1,999,999	$8,750
$2,000,000	And up	Negotiable

Magnifina, in its sole discretion, may provide financial planning engagements on an hourly basis. The hourly fee will not exceed $500 per hour. Hourly engagements are typically reserved for specific projects limited in scope.

Financial Plans are delivered within six (6) months of commencing services, unless otherwise agreed to by both the Client and Magnifina. Upon delivery, we will provide a final fee invoice that identifies the amount owed for our services. 50% of the fee is due upon execution of the client's agreement with any remainder due upon completion of services rendered. We do not require prepayment of a fee more than six months in advance and in excess of $1200.

Other Fees

In addition to our fees, clients may be subject to brokerage fees, custodian fees, or other fees in connection with our custodian broker partnerships. We aim to work with qualified custodians who maintain competitive fees within the industry. Clients are advised to consult with their custodian for details about these fees. For more information on custodians we use, please see *Item 12 – Brokerage Practices*.

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

Wealth Management and Financial Planning clients are not charged extra fees based on the performance of client investments. Magnifina receives a Performance Fee charged by Addigence for non-Magnifina clients who are invested in CEA. The Performance Fee is charged based on the performance of their CEA investment. This Performance Fee is in addition to any assets under management fee. Only Qualified Clients are subject to the Performance Fee.

Item 7 – Types of Clients

We offer services to many different types of clients. Our clients may include individuals and their families, high net worth individuals, family offices, charity endowments, irrevocable trusts, other investment advisers, institutional investors and other organizations or pooled investments.

For individual accounts, we typically require a minimum of $100,000 in assets to open a wealth management account. Furthermore, we will not normally advise any client with less than $1,000,000 to make alternative investments (i.e. non-publicly traded securities).

Institutional Investment in the CEA strategy is subject to a $1,000,000 per subscriber minimum.

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

Our Method

Magnifina centralizes its investment decision making. We maintain a bespoke database of investment research with data sourced from multiple providers and analysts. This database is used for making investment decisions and keeping our information current.

Each client's portfolio is evaluated on a periodic basis. Using our research and analysis, and if we identify any better opportunities, we optimize the portfolio to coincide with the client's individual needs and our investment outlook.

Some of the factors we may use to evaluate equity investment opportunities include:

- Business Opportunity: analyzing the main story driving the investment's ability to grow and, ultimately, its return to shareholders.
- Risk Factors: considering any potential news, events, or trends which may undermine the opportunity.
- Current Financial Valuation: calculating how the company is valued by the market compared to its reported business performance relative to its peers.
- Special Situations: short term events or trends that may indicate an opportunity to acquire an investment at a favorable price.

- Competition: whether the company has competitors and/or how difficult its business is to replicate by new entrants to the industry.
- Leadership: judging the temperament and ability of the management team.

Portfolio asset allocations and other classes of investment may be analyzed using the following techniques:

- Macroeconomic Analysis: looking at long-term trends and relationships across wide sectors of the economy and financial markets.
- Fundamental Analysis: researching the financial variables of the investment to identify whether or not it is a good value at the current price.
- Cyclical Analysis: looking at historical relationships between various groupings of assets and how they are affected by the economic business cycle.
- Quantitative Analysis: deals with measurable factors such as the value of assets, the cost of capital, historical projections of sales, as distinguished from qualitative considerations such as the reputation of management.
- Technical Analysis: applying established “techniques” to the price history of an asset in order to identify potential future price movement based on historical patterns.

QES proprietary portfolios use systematic, rules based stock selection rather than subjective judgment or discretionary market timing. Every investment decision follows a defined, repeatable process grounded in factors with decades of empirical support across markets and economic regimes. Portfolios are equal-weighted, meaning each position carries the same allocation. This approach is designed to avoid the concentration risk inherent in capitalization-weighted indices, where a smaller number of large stocks can dominate returns. The QES approach favors fewer inputs, fewer assumptions, and fewer points of failure. QES portfolios are rebalanced monthly, allowing new accounts to be invested immediately without inheriting legacy positioning.

CEA is a systematic, equal-weighted equity strategy that holds 100 stocks selected from a vetted universe of 1,500 to 2,000 stocks, American Depositary Receipts (“ADR(s)”), Real Estate Investment Trusts (“REIT(s)”), Business Development Companies (“BDC(s)”), and Master Limited Partnerships (“MLP(s)”) that trade on North American exchanges. Each candidate is assessed across multiple factors with decades of empirical support, including but not limited to: growth, value, and quality. We aggregate factors through a disciplined process designed to avoid the overfitting common in multi-factor systems. Equal weighting ensures that the portfolio is not structurally exposed to the concentration risk embedded in cap-weighted indices. The portfolio rebalances monthly, with modest turnover of roughly a handful of stocks.

Risk of Loss

Investing in publicly traded securities or alternative investments involves a material risk of loss. Here are some risks of investing:

- Business Risk. These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy and uncertain process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- General Market Risks: Markets can, as a whole, fluctuate after various news releases or for no understandable reason at all. This sometimes means that the price of specific securities could go up or down unpredictably, and may take some time to recover any lost value. Diversifying a portfolio with additional securities does not help to minimize this risk since all securities may be affected by broad market fluctuations.
- Financial Risk. Excessive borrowing to finance business operations increases the risks to 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.
- Default Risk: This risk pertains to the ability of a company to service their debt. Ratings provided by credit rating agencies may not accurately measure this risk. It is also possible for governments to fail to repay debts.
- Regulatory Risk. Changes in laws and regulations from any government can change the value of a given company and its accompanying securities. Certain industries are more susceptible to government regulation. Changes in zoning, tax structure or laws may negatively affect the return on these investments.
- Political Risks: Most investments have a global component, even domestic stocks. Political events anywhere in the world may have unforeseen consequences to markets around the world.
- Risks Related to Investment Term. If you require Us to liquidate your portfolio during a period in which the price of the security is low, you will not realize as much value as you would have had the investment had the opportunity to regain its value, as investments frequently do, or had We been able to reinvest in another security.
- Tax Risks Related to Short Term Trading. Clients should note that the Firm may engage in short-term trading transactions. These transactions may result in short term gains or losses for federal and state tax purposes, which may be taxed at a higher rate than long term strategies. Magnifina endeavors to invest client assets in a tax efficient manner, but all clients are advised to consult with their tax professionals regarding the transactions in client accounts.
- Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. For example, Treasury Bills are highly liquid, while real estate properties are not. Some securities are highly liquid, while others are highly illiquid. Illiquid investments carry more risk because it can be difficult to sell them.
- Currency Risk. Overseas investments are subject to fluctuations in the value of the United States dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- Purchasing Power Risk. Purchasing power risk is the risk that your investment's value will decline as the price of goods rises (inflation). The investment's value itself does not

decline, but its relative value does, which has the same consequence. Inflation can happen for a variety of complex reasons, including a growing economy and certain monetary policies.

- Quantitative Analysis Risk. May lead to investment models that perform differently than expected as a result of, among other things, the choice of factors used, the weight placed on each factor, variations from the factors' historical significance, and technical issues in the construction and implementation of the models.
- Market Timing Risk. May lead to misjudgment of market direction or entry/exit points, resulting in significantly lower overall performance. Attempting to time the market can cause the portfolio to miss out on the market's best performing days, leading to substantial opportunity costs.

Investing in mutual funds or exchange traded funds (ETFs) also carries a risk of loss. There is no assurance that a mutual fund, an ETF, or any security will achieve its investment objective. The principal risks of investing in any mutual fund or ETF are market risk, diversification risk and style risk (growth investing risk and mid-cap company risk). To the extent that a mutual fund or ETF invests in foreign securities or debt securities, a fund would be subject to foreign exposure risk, interest rate risk and credit risk. A fund may invest in derivative instruments that carry derivative instruments risk. A principal risk is the risk that the value of equity securities may decline. Although a mutual fund or ETF may be a diversified fund, it may invest in securities of a limited number of issuers to achieve a potentially greater investment return than a fund that invests in a larger number of issuers. As a result, price movements of a single issuer's securities will have a greater impact on this fund's net asset value causing it to fluctuate more than that of a more widely diversified fund. These and other risk considerations are discussed in a fund's prospectus. Past performance of investments is no guarantee of future results.

Investing in Initial Public Offerings (IPOs), Private Equity, or other Alternative Investments carries Valuation Risk in addition to the above risks. Because these investments are not widely traded on public exchanges, the offering price is not directly influenced by the supply and demand forces of the market. The offering price may be set by the issuing company or one of their partners. Valuation risk is the risk that the offering price is substantially worse than a price determined by the market.

Similarly, ethical investing can pose additional risks. Because ethical investing is a process that attempts to closely align an investor's philosophy with their investment strategy, each client's ethical investing fund will be unique based on their individual preferences. Clients utilizing ethical investing strategies may underperform strategies which do not utilize ethical investing considerations. Ethical investing strategies may exclude certain sectors or industries from a client's portfolio, potentially negatively affecting the client's investment performance if the excluded sector or industry outperforms. Ethical investing is qualitative and subjective by nature and We may rely on analysis and data provided by third parties.

Due to the volatile nature and risks involved when investing in certain types of strategies and/or securities, clients should be aware that the actual return and value of their account(s) may

fluctuate and at any point in time be worth more or less than the amount originally invested. We do not represent, guarantee or imply that the services or methods of analysis employed by Us can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

We welcome clients to ask us about the risks of investing.

Item 9 – Disciplinary Information

There are no legal or disciplinary events in the history of the firm or any of its owners.

Item 10 – Other Financial Industry Activities and Affiliations

Magnifina is not a registered broker-dealer and does not have an application pending for registration as a broker-dealer. Furthermore, the Firm is not registered as, and does not have applications pending to register as, a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Adviser, nor are our management or supervised persons registered or have applications pending to register as associated persons thereof.

Mr. Rogovy is a Member of Tower Philly, LLC (“Tower Philly”), a company which focuses on the acquisition, ownership, operation, maintenance, and management of commercial real esatte and real estate related assets.

Mr. Rogovy may recommend that clients invest in Tower Philly which creates a conflict of interest because Mr. Rogovy receives a financial benefit as a Member of Tower Philly, in addition to the advisory fees he receives for client assets invested in the same. This conflict is managed by requiring all supervised persons to assure that the recommendation to invest in Tower Philly is in the client’s best interest. In addition, we require all supervised persons to adhere to the Firm’s Code of Ethics to ensure that (1) all supervised persons seek prior approval of any outside business activity so that the Firm can ensure that any conflicts of interest in such activities are properly disclosed, and (2) fully disclose to a client when a particular transaction will result in a conflict of interest by providing them with the Firm’s Form ADV Part 2, which discloses this conflict of interest. Please see Item 11 for more information. Finally, the Firm only recommends alternative investments in a non-discretionary manner and the Firm will not accept the appointment to vote proxies in alternative investments. Please see Item 17 for the Firm’s Voting Proxy Policy.

Asher Rogovy serves as a Trustee to established trusts for Mr. Rogovy’s family. As Trustee, Mr. Rogovy is responsible for the investment activity of the trusts. For his services, Mr. Rogovy charges a trustee fee for his services that are separate and distinct from any Investment Advisory or Financial Planning fee. This creates a conflict of interest because Mr. Rogovy, as Trustee, has an incentive to provide additional advisory services to the trusts. This conflict is managed by requiring Mr. Rogovy to assure that the recommendations made to clients are in the client’s best interest.

The Firm has entered into a Portfolio Manager Services Agreement “PMS Agreement” with Addigence The Firm uses Addigence’s platform to manage a model portfolio weighting updates from our QES, currently named CEA. Magnifina clients and non-Magnifina clients who are invested in CEA are charged a Performance Fee based on the performance of their CEA investment. This Performance Fee is in addition to any assets under management fee. Only Qualified Clients are subject to the Performance Fee. The receipt of the Performance Fee creates a conflict of interest because the Firm has an incentive to increase the assets subject to the Performance Fee. We manage this conflict by ensuring that only Qualified Clients are subject to the Performance Fee and always acting in the best interest of our clients.

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

Code of Ethics Summary

Magnifina has a fiduciary duty to its clients to act in their best interest. Our clients therefore trust Us to use the highest standards of integrity when dealing with their assets and making investments that impact their financial future. Magnifina’s fiduciary duty compels all employees to act with integrity in all of their dealings. Because the Firm’s investment professionals may transact in the same securities for their personal accounts as they may buy or sell for client accounts, it is important to mitigate potential and actual conflicts of interest. To that end, Magnifina has adopted personal securities transaction policies in the form of a Code of Ethics (“Code”). All Magnifina associated persons must follow Magnifina’s Code, which sets the standard of business conduct. Magnifina requires all of its employees to comply with applicable federal securities laws, and sets forth provisions regarding personal securities transactions to employees in its Code. Additionally, the Code sets forth Magnifina’s policies and procedures with respect to material, non-public information and other confidential information, and the fiduciary duties that Magnifina and each of its employees has to each client. The Code is circulated at least annually to all employees, and each employee annually certifies in writing that they have received and understand the Code. Magnifina will provide a copy of the Code to any client upon request.

Participation or Interest in Client Transactions

Magnifina’s Code addresses conflicts that may arise from personal trading by our employees. The Code includes limitations on personal trading by employees and sets forth reporting requirements for employees’ securities holdings and personal securities transactions. Subject to satisfying the Code and applicable laws, our officers, directors and employees may trade for their own accounts in securities which are recommended to and/or purchased for our clients. The Code is designed to assure that the personal securities transactions of our employees will not interfere with the best interest of our clients while, at the same time, allowing employees to invest for their own accounts.

Because the Code in some circumstances permits employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code to reasonably prevent conflicts of interest between our employees and our clients.

Magnifina does not execute any principal or agency cross securities transactions for client accounts, nor does it execute cross-trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction.

Item 12 – Brokerage Practices

Selection and Recommendation

Magnifina recommends that clients utilize the brokerage and clearing services of Charles Schwab, Inc. (“Schwab”), Altruist Financial LLC (“Altruist”), or Interactive Brokers LLC (“IB”). Factors which Magnifina considers in recommending Schwab, Altruist, IB, or any other broker-dealer to clients include their respective financial strength, breadth of service, existing relationships, execution, pricing, research and resources available. Not all investment advisers recommend that a client use a particular broker-dealer.

Research and Other Soft Dollar Benefits

Magnifina receives research or other products or services (i.e., soft dollar benefits) from broker-dealers in exchange for placing trades or processing securities related transactions for clients. We do not have to pay the broker-dealer for these services and no client is charged for these services. Therefore, We receive a benefit. The products or services received may benefit all of Our customers, not just those whose assets are custodied at the broker-dealer who provides the products or services. This may result in higher transaction costs than those that would have been incurred but for the soft dollar benefits. This is a conflict of interest, as We have an incentive to recommend Schwab, Altruist, and IB because of Our existing relationships and the benefits We receive. We mitigate this conflict by conducting annual best execution reviews and through application of Our policies and procedures. We have determined that the transaction charges We incur and charge to the client are reasonable in relation to the value of the services received.

Brokerage for Client Referrals

Magnifina does not receive client referrals or compensation of any kind from broker-dealers or other third parties in exchange for using any particular broker-dealer.

Directed Brokerage

We routinely recommend that the client direct Our Firm to execute transactions through broker-dealers with which we have a business relationship. As such, We may be unable to achieve the most favorable execution of the client's transactions and the client may pay higher brokerage commissions than the client might otherwise pay through another broker-dealer that offers the same types of services.

In limited circumstances, Our Firm will permit clients to utilize their own broker-dealer, Our Firm may be unable to achieve the most favorable execution of client transactions when we allow clients to direct brokerage. Client directed brokerage may cost clients more money. For example, in a directed brokerage account, clients may pay higher brokerage commissions because our Firm may not be able to aggregate orders to reduce transaction costs, or clients may receive less favorable prices.

Order Aggregation

We may enter trades as a block where possible and when advantageous to clients whose accounts have a need to buy or sell shares of the same security. If a block trade occurs, the client will receive a price that represents the average of the prices at which all of the transactions in the block were executed. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, and on a pro-rata basis between all accounts included in any such block. Block trades include employee transactions. Block trading allows Us to execute equity trades in a timelier, equitable manner, and may reduce overall costs to clients.

Magnifina takes the following policies and procedures, described below, regarding such block trades. First, the allocation procedure will be equitable and fair to all accounts. No account will be favored over another account unless reasons, consistent with the best interests of each account, are documented. Second, all allocations will be made as soon as possible after the trade is complete. Immediate post-trade allocation is most desirable. An allocation decision will never be delayed until the day after securities are purchased or sold in a block without the approval of the CCO. Lastly, aggregation decisions will be well documented; order tickets or trade blotters should be noted with time or time stamped when the order is placed, when the order is filled, and when the order is allocated to client accounts. The CCO will review trade blotters to substantiate proper documentation of allocation decisions.

Third-Party Managers may aggregate sales and purchases orders or securities held in investor accounts with similar orders being made simultaneously for other accounts managed by the Third-Party Manager, if, in the Third-Party Manager's reasonable judgement, such aggregation would result in an overall economic benefit to the investor account, taking into consideration the advantageous selling or purchasing price, brokerage commission, dealer spreads, or other expenses.

Item 13 – Review of Accounts

Client account values are marked-to-market daily and portfolios are reviewed for performance, risk, and asset allocation on a quarterly basis by Asher Rogovy. Special market or news events may trigger extra or more frequent reviews in between the normal schedule.

Item 14 – Client Referrals and Other Compensation

Some of our custodian broker partners provide us with investment research and analysis tools. This research and these tools may be considered a material economic benefit and is described above in *Item 12 – Brokerage Practices*.

Item 15 – Custody

Other than as described below, Magnifina does not maintain physical custody of client funds or securities. We require that a qualified custodian hold client assets. Information about the custodian We recommend is fully described in the Brokerage Practices section (Item 12). We have implemented the safeguard requirements of SEC regulations by requiring safekeeping of clients' funds and securities by a qualified custodian.

Magnifina shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Client account statements are mailed or sent electronically by the account custodian. At least quarterly, clients are provided written transaction confirmation notices and regular written summary statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. This statement shall disclose to the client the amount of the fee, the client's assets upon which the fee was based, and the specific manner in which the fee was calculated. The account custodian does not verify the accuracy of Magnifina's advisory fee calculation. Clients are advised to review these statements carefully, comparing asset values, holdings, and advisory fees on account statements to that in previously received statements, confirmations, and fee invoices.

Magnifina has custody of client funds and securities due to our standing authority to make third-party transfers on behalf of our clients who have granted us this authority. This authority is granted to us by the client through the use of standing letter of authorization ("SLOA") established by the client with his or her qualified custodian. The SLOA authorizes our Firm to disburse funds to one or more third parties specifically designated by the client pursuant to the terms of the SLOA and can be changed or revoked by the client at any time. We have implemented the safeguard requirements of SEC regulations by requiring safekeeping of your funds and securities by qualified custodians. We have further implemented procedures to comply with the requirements outlined by the SEC in its February 17, 2017 No-Action Letter to the Investment Adviser Association.

Item 16 – Investment Discretion

Generally, Clients provide Our Firm with investment discretion on their behalf, pursuant to an executed investment advisory client agreement. By granting investment discretion, Our Firm is authorized to execute securities transactions, determine which securities are bought and sold, and the total amount to be bought and sold. Limitations may be imposed by the client in the form of specific constraints on any of these areas of discretion with Our Firm's written acknowledgement.

Alternative Investments are managed on a non-discretionary basis. Please see Item 4 for more information regarding Alternative Investments.

Item 17 – Voting Client Securities

In the absence of an agreement to the contrary, Magnifina votes proxies on individual securities held in clients' accounts that are managed by Magnifina directly. Magnifina's authority and responsibility to vote proxies is described in the agreement between Magnifina and the client. Clients may not be permitted to remove or alter that provision of the contract, nor to enter into another contract with Magnifina, without the express written approval of the Chief Compliance Officer (CCO). Clients with non-conforming agreements must be clearly advised that they will receive proxies directly from the issuer or the custodian and are solely responsible for making all relevant elections pertaining to the individual securities in those accounts.

In the event that client accounts or a portion of client accounts are managed by Third-Party Manager(s), Magnifina may delegate and the Third-Party Manager will accept responsibility with respect to proxies related to securities managed by the Third-Party Manager. The Third-Party Manager will generally determine how to vote proxies based on the Third-Party Manager's reasonable judgment of what is in the best interest of the Client(s). Third-Party Managers may follow the recommendations of an independent proxy voting service in voting the proxies. The Third-Party Manager will maintain certain records required by applicable law in connection with the proxy voting activities for Clients and will provide proxy-voting information to Client upon written request.

The term "individual securities" refers solely to the securities of individual corporate issuers, and shall exclude mutual funds, exchange traded funds, other pooled investment vehicles, alternative investments, and the like.

Magnifina may not vote any security in circumstances under which casting that vote would not reasonably be expected to have a material effect on the value of the client's investment. Where Magnifina has assumed the authority to vote on behalf of a client, Magnifina must have a reasonable understanding of that client's objectives and must make voting determinations that are in the best interest of that client. Magnifina shall timely review all proxies received for that client and assess the potential effect of a vote on the value of that particular client's investment.

All decisions made as to whether or how to vote a proxy for a client will be made on a case-by-case basis by Magnifina in its exclusive discretion in light of that particular client's best interests.

Magnifina's authority and responsibility to vote proxies is described in the agreement between Magnifina and the client. Clients whose agreements do not contain that grant of authority will receive proxies directly from the issuer or the custodian and are solely responsible for making all relevant elections pertaining to the securities in those accounts.

A copy of our Proxy Voting Policy is available upon request by any current or prospective client.

Item 18 – Financial Information

We are unaware of any financial condition reasonably likely to impair our ability to meet contractual obligations. Magnifina, LLC or any of its owners have never been the subject of a bankruptcy petition. Magnifina does not solicit fees of $1,200 or more, six months in advance.