APRIL 29, 2021: FORM CRS (CLIENT RELATIONSHIP SUMMARY)
A SUMMARY OF YOUR ADVISORY RELATIONSHIP WITH TRILOGY CAPITAL, INC

Trilogy Capital, Inc is registered with the Securities and Exchange Commission (SEC) as an investment advisor. Trilogy Capital markets advisory services under the name of Trilogy Financial, an affiliated but separate legal entity. Brokerage and investment advisory services and fees differ, and it is essential for you to understand these differences. Free and simple tools are available to research firms and our financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisors, and investing.

RELATIONSHIPS AND SERVICES

WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

Our Firm offers investment advisory services to retail investors on a discretionary basis. Our Firm monitors your investment advisory accounts, and specific investments within your accounts, on an ongoing basis to align with your investment goals. This service is included as part of the Firm's standard advisory services. In a discretionary account, you have granted written investment authority to your Financial Professional to execute purchase and sell orders in your advisory accounts without consulting with you first. You may limit our discretion, such as by imposing reasonable restrictions on investing in certain securities or groups of securities. Our Firm requires a minimum account value of $5,500 in order to provide advisory services to you. This minimum account value requirement is negotiable. If deemed appropriate, your Financial Professional may retain an independent money manager to act as a sub-advisor to your account. In addition, our Firm offers financial planning and consulting services for our clients. These services can be provided on a stand-alone basis or in conjunction with our investment management services. In a consulting engagement, you will be required to select your own investment managers, custodian, and/or insurance companies for the implementation of consulting recommendations.

QUESTIONS TO ASK YOUR FINANCIAL PROFESSIONAL:

- ☑ Given my financial situation, should I choose an investment advisory service? Why or why not?
- ☑ How will you choose investments to recommend to me?
- ☑ What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

FOR MORE INFORMATION REFER TO OUR FIRM'S ADV PART 2A BROCHURE - ITEM 4, 7, 13 AND 16

FEES, COSTS, CONFLICTS, AND STANDARD OF CONDUCT

WHAT FEES WILL I PAY?

Our Firm receives a fee as compensation for providing investment advisory services on your account. The investment management fee includes investment management supervision, trade entry, and other account maintenance and/or service activities. Our investment management fees are based on a percentage of the total account value. Our maximum annual investment advisory fee is 2.25%, billed in arrears on a monthly basis. You pay this fee even if you don't buy or sell investments. The more assets in your advisory account, the more you will pay in fees, and therefore, the Firm has an incentive to increase the asset value in your account. The custodian will charge transaction costs, custodial fees, redemption fees, retirement plan and administrative fees, or commissions. Our Firm may engage the services of unaffiliated and independent registered investment advisor(s) ("Signal Providers" or "Sub-Advisors") to receive trading signals, research, or other information that the Firm uses to manage a particular strategy/portfolio. All fees to various Signal Providers or Sub-Advisors are paid by Trilogy (as a percentage of the fees generated within a particular strategy). Thus, a portion of the advisory fee paid by a client to Trilogy may be used to compensate such third-party providers or consultants. Fees for financial planning and consulting services are negotiated on an hourly or fixed dollar amount. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

QUESTIONS TO ASK YOUR FINANCIAL PROFESSIONAL:

- ☑ Help me understand how these fees and costs might affect my investments.
- ☑ If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

FOR MORE INFORMATION REFER TO OUR FIRM'S ADV PART 2A BROCHURE - ITEM 5, 10, 11, AND 14

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN ACTING AS MY INVESTMENT ADVISOR? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?

When we act as your investment advisor, we have to act in your best interest and not put our interest ahead of yours**.** At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means. Asset-based fees present a conflict because our Firm is incentivized by encouraging you to invest additional funds in your advisory accounts. Asset-based fee compensation also poses a conflict when: a) Advising you to rollover a 401(k) balance, when equivalent and less costly options are available if funds are left with the employer's fund manager. b) Advising you to take a margin position in your managed account and charging fees on the margin balance. Some of our firm's financial professionals are registered representatives of an unaffiliated broker-dealer, LPL Financial, and they may offer you brokerage services through the unaffiliated broker-dealer or advisory services through our firm. Brokerage and advisory services are different, and the fees our firm and the broker-dealer charge for those services are different. Registered representatives charge a transaction-based commission each time they buy or sell a security in a brokerage account. As a result, they have an incentive to trade as much as possible in order to increase their compensation. Our Firm does receive solicitor compensation from independent registered investment advisors for the referral of clients to the independent firms. Alternatively, our firm does pay solicitor compensation to independent registered investment advisors for the referral of clients to our Firm. Our Firm is required to disclose commonly owned entities that would provide different services to you and generate additional compensation to our Firm. Please note that you always have a right to choose services and products from our affiliated entities or any other firm that provides similar services and products. Our firm allows our Financial Professionals to invest in the same securities as you; therefore, our Financial Professionals may have an incentive to favor their personal accounts over your advisory account. Lastly, some of the products, services and other benefits provided by your custodians are used in servicing all of our Firm's advisory accounts and therefore may not directly benefit your advisory account. If you have questions about whether any of these situations could apply to your investments, ask your Financial Professional.

FOR MORE INFORMATION REFER TO OUR FIRM'S ADV PART 2A BROCHURE - ITEM 5

QUESTIONS TO ASK YOUR FINANCIAL PROFESSIONAL:

☑ How might your conflicts of interest affect me, and how will you address them?

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

Our Firm's Financial Professionals are compensated by the investment services fees as described above in Item 3 Fee section. This compensation is based on the amount of assets they service, experience and expertise of the Financial Professional, and/or the revenue based on the recommendations provided by our Financial Professionals. Some of our Financial Professionals are insurance licensed and receive commissions, trails, or other compensation from the respective insurance companies as a result of effecting insurance transactions. However, you have the right to decide whether to act on any of the insurance recommendation. We recognize our duty to place your interests first and have established policies in this regard to avoid any conflicts of interest. As described above, when our Financial Professionals act as a registered representative of LPL Financial, our Financial Professionals receive commissions in connection with the transactions made in your account. While some of our Firm's Financial Professionals are engaged in outside business activities, we are required to disclose material outside business activities and any conflict it may pose to you. Our Firm supervises the business activities of our Financial Professionals through our compliance program. All Financial Professionals are required to follow a Code of Conduct to mitigate any conflicts to you.

LEGAL OR DISCIPLINARY HISTORY

DOES THE FIRM OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

Yes. Visit Investor.gov/CRS for a free and simple search tool to research us and our financial professionals.

QUESTIONS TO ASK YOUR FINANCIAL PROFESSIONAL:

☑ As a Financial Professional, do you have any disciplinary history? For what type of conduct?

FOR MORE INFORMATION REFER TO OUR FIRM'S ADV PART 2A BROCHURE - ITEM 9

FOR ADDITIONAL INFORMATION ABOUT OUR SERVICES OR AN UP TO DATE COPY OF THIS CLIENT RELATIONSHIP SUMMARY, PLEASE CONTACT:

17011 BEACH BLVD, SUITE 800, HUNTINGTON BEACH, CA 92647 PHONE: (714) 843-9977 EXT. 1130
WWW.TRILOGYFS.COM

QUESTIONS TO ASK YOUR FINANCIAL PROFESSIONAL:

☑ Who is my primary contact person? Is he or she an investment advisor or representative of a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

Trilogy Capital, Inc.

17011 Beach Blvd, Suite 800
Huntington Beach, CA 92647

(714) 843-9977 – Phone
(714) 845-2989 - Fax

Part 2A Brochure

April 29, 2021

This brochure provides information about the qualifications and business practices of Trilogy Capital, Inc. If you have any questions about the contents of this brochure, please contact us at (714) 843-9977. 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. Trilogy Capital is a Registered Investment Advisor. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Additional information about Trilogy Capital, Inc. is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Trilogy Capital, Inc. is 281597.

ITEM 2 – MATERIAL CHANGES

Summary of Material Changes
This section of the Brochure will address only those "material changes" that have been incorporated since our last delivery or posting of this document on the SEC's public disclosure website (IAPD) www.adviserinfo.sec.gov.

The following is a list of changes since our last ADV Annual Amendment filing dated March 10, 2021:
- Language in Item 4, Item 5 and Item 10 has been amended to reflect the use of sub-advisors and the fees associated with the use of a sub-advisor.

If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact our Chief Compliance Officer June Adams at (714) 843-9977 x1191 or june.adams@trilogyfs.com. We encourage you to read this document in its entirety.

ITEM 3 – TABLE OF CONTENTS

ITEM 4 – ADVISORY BUSINESS

This disclosure document is being offered to you by Trilogy Capital, Inc. ("Trilogy") in connection with the investment advisory services we provide. It discloses information about the services that we provide and the manner in which those services are made available to you, the client.

We are an investment management firm with locations in Arizona, California, Colorado, and Massachusetts. Our main headquarters is in Huntington Beach, CA. We specialize in investment advisory services for high-net-worth individuals, families, trusts, estates, and profit-sharing plans. The firm was established by Jeff Motske, the firm's principal owner, in 2015.

Our firm offers its services under the business name of Trilogy Financial. Our IARs will use this name and logo for marketing purposes and Trilogy Financial may appear on marketing materials or client statements. The Client should understand that Trilogy Financial is an affiliated entity of Trilogy Capital. The Investment Advisor Representatives ("IARs") are under the supervision of Trilogy Capital and the advisory services of the IARs are provided through Trilogy Capital.

We are committed to helping clients build, manage, and preserve their wealth, and to providing assistance that helps clients to achieve their stated financial goals. We may offer an initial complimentary meeting upon our discretion; however, investment advisory services are initiated only after you and Trilogy execute an engagement letter or client agreement.

Investment Management and Supervision Services

We offer discretionary and non-discretionary investment management and investment supervisory services for a fee based on a percentage of your assets under management. The discretionary investment management services include investment analysis, allocation of investments, quarterly portfolio statements, financial commentaries, and ongoing monitoring of client portfolios.

We determine your portfolio composition based on your needs, your portfolio restrictions, if any, your financial goals and your risk tolerances. We will work with you to obtain necessary information regarding your financial condition, investment objectives, liquidity requirements, risk tolerance, time horizons, and any restrictions on investing. This information enables us to determine the portfolio best suited for your investment objective and needs.

In performing our services, we shall not be required to verify any information received from you or from other professionals. We may recommend and/or engage the services of other professionals for implementation purposes. You are under no obligation to engage the services of any such recommended professional.

We will rebalance the portfolio, as we deem appropriate, to meet your financial objectives. For discretionary accounts, we will trade these portfolios and rebalance them on a discretionary basis based on our market views and on your investment objectives, using our investment philosophy and process as outlined in Item 8 in this Brochure. We tailor our advisory services to meet the needs of our clients and seek to ensure that client portfolios are managed in a manner consistent with those financial needs and investment objectives.

We do have limited authority to direct the Custodian to deduct our investment advisory fees from your accounts, but only with the appropriate authorization by you on our Discretionary Investment Management Agreement and the Custodian paperwork.

You are advised and are expected to understand that our past performance is not a guarantee of future results. Certain market and economic risks exist that may adversely affect an account's performance. This could result in capital losses in your account.

There may be times a non-discretionary account relationship exists with our firm. In these circumstances, the client may call in to facilitate a trade on their account. Our Advisors will assist in facilitating the transaction on behalf of the client but we do not have continuous or supervisory oversight on such accounts and do not bill advisory fees for such relationships. The custodian charges additional fees such as transaction costs, custodial fees, redemption fees, retirement plan and administrative fees or commissions.

Coach – "Financial Coaching"

As an additional service to our investment management services described above, Trilogy provides financial consulting services ("Coaching & Advanced Planning") based on the information provided by you regarding your individual financial objectives, needs and circumstances. The specific services to be provided are disclosed in the Coach Agreement but includes financial guidance for you with a focus on budgeting, tax strategies, education and retirement planning but not limited to. Services may include preparation of a comprehensive financial plan document and analysis with specific investment and/or planning recommendations, and an annual financial plan update. Our recommendations are based on the information you provide us; therefore, the completeness and accuracy of the information provided to us is essential. You agree to discuss with us your current financial resources and projected needs, and to provide copies of any financial documents that we may reasonably request as necessary to evaluate your financial circumstances and provide consulting services. You may choose to have us review and update the consulting recommendations annually or more frequently to adjust for changes in your financial situation or investment objectives. The recommendations should be reviewed and updated as necessary.

If agreed to by the Client under our Advanced Planning services, our Firm will provide comprehensive financial plan. We will address any or all of the six areas of financial planning established by the National Endowment for Financial Education and endorsed by the Certified Financial Planner Board of Standards, depending on your specific needs. These may include: financial position, protection planning, investment planning, income tax planning, retirement planning, and estate planning.

Our specific services in preparing your Advanced Planning Written Plan may include:

- Review and clarification of your financial goals.
- Assessment of your overall financial position including cash flow, balance sheet, investment strategy, risk management and estate planning.
- Creation of a unique plan for each goal you have including personal and business real estate, education, retirement or financial independence, charitable giving, estate planning, business succession and other personal goals.
- Development of a goal-oriented investment plan around tax suggestions, asset allocation, expenses, risk and liquidity factors for each goal. This includes IRA and qualified plans, taxable and trust accounts that require special attention.
- Design of a risk management plan including risk tolerance, risk avoidance, mitigation and transfer, including liquidity as well as various insurance and possible company benefits.
- Crafting and implementation of, in conjunction with your estate and/or corporate attorneys as tax advisor, an estate plan to provide for you and/or your heirs in the event of an incapacity or death.
- Generation of a benefits plan, risk management plan and succession plan for your business, if applicable.

The fees and services for investment management and Coaching services are separate and distinct of each other. When engaging in Investment Management and Coaching services, clients enter into separate Agreements outlining each of the services and advisory/consulting fees.

When both investment management or plan implementation and Coaching services are offered, there is a conflict of interest since there is an incentive for us to recommend products or services for which Trilogy Capital receives compensation. However, Trilogy Capital will make all recommendations independent of such considerations and based solely on our obligations to consider your investment objectives and financial needs. As a Coach client, you have the right not to act upon any of our recommendations and not affect the transaction(s) through us if you decide to follow the investment recommendations.

General Consulting Services

We also provide general consulting services to clients which provides investment advice on a more-limited basis on one-or-more isolated areas of concern such as estate planning, retirement planning, or any other specific topic. Additionally, we may provide consulting on non-securities matters in connection with the rendering of estate planning, insurance, and/or annuity contracts. In these cases, you may be required to select your own investment managers, broker-dealer and/or insurance companies for the implementation of consulting recommendations. If your needs include brokerage and/or other financial services, we may recommend the use of one of several investment managers, brokers, banks, custodians, insurance companies or other financial professionals ("Firms"). You must independently evaluate these Firms before opening an account or transacting business and have the right to effect business through any firm you choose. You are under no obligation to follow the consulting advice that we provide.

Employee Retirement Income Security Act Retirement Plan Advisory Services

For employer-sponsored retirement plans with participant-directed investments, our firm provides its advisory services as an investment advisor as defined under Section 3(21) and 3(38) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

When serving as an ERISA 3(38) investment manager, the Plan Sponsor is relieved of all fiduciary responsibility for the investment decisions made by Trilogy. Trilogy is a discretionary investment manager in accordance with the terms of a separate ERISA 3(38) Plan Sponsor Investment Management Agreement between Trilogy Capital and the Plan Sponsor. Trilogy ’s investment management is limited in that it has the discretion solely to replace funds in plan fund lineups and initiate the transfer of existing balances to the replacements without prior approval from the client.

Trilogy provides the following services to the plan sponsor:

- Select the investments.
- Monitor the investments and replace investments when appropriate.
- Provide a quarterly monitoring report.
- Assist the plan sponsor in developing an Investment Policy Statement (“IPS”).
- Provide a comprehensive fiduciary investment review designed to meet Plan Sponsor fiduciary responsibility and enhance the participant experience. This includes fiduciary education as requested by the Department of Labor (DOL).
- Recommend QDIA alternatives
- Recommend non-discretionary model portfolios.

When serving as an ERISA 3(21) investment advisor, the Plan Sponsor and Trilogy share fiduciary responsibility. The Plan Sponsor retains ultimate decision-making authority for the investments and may accept or reject the recommendations in accordance with the terms of a separate ERISA 3(21) Plan Sponsor Investment Management Agreement between Trilogy and the Plan Sponsor. Under the 3(21) agreement, Trilogy provides the following services to the Plan Sponsor:

- Screen investments and make recommendations.
- Monitor the investments and suggests replacement investments when appropriate.

- Provide a quarterly monitoring report.
- Assist the plan sponsor in developing an Investment Policy Statement (“IPS”).
- Recommend QDIA alternatives.
- Recommend non-discretionary model portfolios.

Plan Consulting Services
We can also be engaged to provide Plan Consulting Services. Plan Consulting Services include financial education to Plan participants, benchmarking the Plan services, education to fiduciary committee members, and monitoring the service provider. The scope of education provided to participants will not constitute “investment advice” within the meaning of ERISA and participant education will relate to general principles for investing and information about the investment options currently in the Plan. We may also participate in initial enrollment meetings and periodic workshops and enrollment meetings for new participants.

Use of Sub-Advisors
Factors we will consider in recommending a particular sub-advisor include, but are not limited to, the client’s stated investment objectives, management style, independence, stature of the custodian utilized by the sub-advisor, performance, philosophy, financial strength, continuation of management, client service, reporting, commitment to a particular investment mandate, fees, trading efficiency, and research.

We provide investment advice, recommendations and utilize the investment strategies of Outside Investment Managers (“Managers”) through a sub-adviser relationship. Selected Managers are evaluated by us for use in a client’s account. Managers selected by us may offer multiple strategies. Our Firm will monitor Managers to ensure that it adheres to the philosophy and investment style for which it was selected and to ensure that its performance, portfolio strategies, and management remain aligned with the client’s overall investment goals and objectives. We will retain discretionary authority to hire and fire the Manager. Our ongoing review includes, but is not limited to, assessment of the Manager’s disclosure brochure, performance information, materials, personnel turnover, and regulatory events.

When we engage a Manager to invest a separately managed account (“SMA”), the SMA will be traded by either the Manager (externally-traded) or by our Firm (internally-traded). In both cases, all research, investment selections and portfolio decisions are the responsibility of the Manager, not by our Firm. Performance reporting may be the provided by the Manager.

Our Firm has entered into agreements with various independent Managers. Under these agreements, we offer clients various types of programs sponsored by these Managers. All third-party Managers to whom we will refer or engage for clients will be licensed as registered investment advisors by their resident state and any applicable jurisdictions or registered investment advisors with the U.S. Securities and Exchange Commission (“SEC”).

Through our Discretionary Investment Management Agreement, the Client grants Trilogy Capital authority to utilize a sub-advisor. Trilogy Capital receives no compensation or additional benefits from the Manager related to this arrangement. Our Firm, in conjunction with the Manager, will continue to provide advisory services to the Client for the ongoing monitoring, review, and reporting of the overall account performance.

Third-party managed programs generally have account minimum requirements that will vary from investment advisor to investment advisor. A complete description of the Manager’s services, fee schedules and account minimums will be disclosed in the Manager’s Form ADV or similar Disclosure

Brochure which will be provided to clients at the time an agreement for services is executed and account is established.

Wrap Fee Programs
We do not place any client assets into a wrap fee program.

IRA Rollover Considerations
If you have an employer-sponsored retirement plan, you have several choices as to what to do with your assets when you retire or separate from employment. As part of our consulting and advisory services, we offer you recommendations and advice concerning your employer retirement plan or other qualified retirement account. Our recommendations may include you consider withdrawing the assets from your employer's retirement plan or other qualified retirement account and roll the assets over to an individual retirement account ("IRA"). Further, we offer our management services be applied to those funds and securities rolled into an IRA or other account for which we will receive compensation. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as described in our Firm's ADV Part 2A Brochure and Form CRS. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Furthermore, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by us. It is important for you to understand many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should, among other factors, consider impacts relating to costs and fees, available investments, services provided, simplicity and convenience, required minimum distributions, and early distribution penalties.

An employee will typically have four options:

1. Leave the funds in your existing employer plan.
2. Move the funds to a new employer plan.
3. Take a lump-sum distribution.
4. Roll the funds over to an IRA account.

You should carefully weigh the advantages and disadvantages of each option, including any applicable fees and all features of each option before making your decision. You should also consult your tax and/or legal advisor to determine any applicable tax consequences. Your financial advisor can provide you with information you need to consult with your tax and/or legal advisor and make the appropriate decisions to meet your specific needs, but it is ultimately your decision as to which option is best for you. The following are general factors that you should consider when making your decision.

1. If you keep your assets in certain types of employer-sponsored plans [e.g., 401(a) or 401(k)], consider:
   - *Tax Deferral.* Your money can continue to grow tax deferred within the plan.
   - *Additional Withdrawal Allowances.* There is no federal tax penalty for withdrawals if you are age 59 ½ or separated from employment during or after the calendar year in which you reach age 55.
   - *Low-Cost Investment Options/Investment Strategy*. You may have access to lower priced mutual funds or special products that are not available in an IRA, such as company stock, fixed annuity contracts or stable value options. Your current plan may offer model portfolio options at no additional cost.
   - *No Asset Management Services.* It is likely you will not be charged a management fee and will not receive ongoing asset management services or advice unless you elect to have such services. In the event your plan offers asset management or model portfolio management,

there may be a fee associated with the service that is more or less than our asset management fee.

- *Protection from Creditors.* Assets in a retirement savings plan such as a 401(k) or 403(b) are generally protected from creditors and legal judgments, while assets in IRAs receive more limited protections from creditors.
- *Deferral of Required Minimum Distributions (RMD's).* Your employer-sponsored retirement plan may offer this feature if you are currently working for the sponsoring employer and are over age 72.
- *Availability of Company Stock as an Investment Option.* If you hold company stock in your former employer's plan, you should consider the impact of net unrealized appreciation.
- *Outstanding Loan Balances*. If you leave your employment, you may be able to continue repaying any outstanding loan. Alternatively, you may be required to repay the loan in full or have it become taxable. (Consult with the Plan's Administrator to determine the consequences of any outstanding plan loan.)
- *Subject to Plan Limitations*. Accounts of inactive or retired participants may have limitations, such as restrictions on plan loans. The employer might change plans or plan provisions in the future. You can no longer make contributions to the plan.
- *Plan Advice and Service.* Your Plan may allow you to hire us as the manager and keep the assets titled in the plan and/or your current plan may offer financial advice or guidance at no additional costs.

2. If you rollover assets into another employer-sponsored plan, consider:
    - *Tax Deferral / Additional Withdrawal Allowances / Low Cost Investment Options / Protection from Creditors / RMD Deferrals.* Like keeping your assets in your existing employer-sponsored plan, if you move your assets into new employer's retirement plan, you may likely receive similar benefits such as these, as noted above.
    - *Consolidation of Retirement Accounts*. It may be easier to track your assets and manage your retirement plan accounts with all your money in one place.
    - *Plan Limitation on Accepting Rollover Assets*. You must check with the receiving employer-sponsored plan to confirm that it is willing to accept rollovers.
    - *Possible Limitations on Access to Funds Rolled into Plan*. Check with the receiving employer-sponsored plan to confirm that the plan does not impose any restrictions on your ability to access or withdraw funds rolled into the plan.

3. If you take a lump-sum distribution, consider:
    - *Withdrawals May be Subject to Withholding, Taxes, Penalties and Other Charges*. If you are under the age 59½, the withdrawal will be subject to mandatory tax withholding as well as applicable tax penalties for early withdrawal. Note, there are limited exceptions to the penalty tax (e.g., payments made to you after you separate from service if you are age 55 or over in the year in which you separate). Note also that the penalty tax does not apply to distributions from a governmental 457(b) plan. You may also be subject to surrender charges or penalties assessed under the terms of the applicable investment.

4. If you rollover assets into an IRA from an employer-sponsored plan, consider:
    - *Tax Deferral.* Your money can continue to grow tax deferred. No taxes or penalties are applicable for direct rollovers of pre-tax contributions to traditional IRAs or direct rollovers of Roth contributions to Roth IRAs.
    - *More Investment Options.* IRAs generally allow for a broader range of investment options, which include mutual funds, exchange-traded funds, stocks and bonds.
    - *Asset Management and Additional Services*. You should understand the asset management programs and various services we offer and you might take advantage of and the cost of those services.
    - *Consolidation of Retirement Accounts.* Combining all retirement plan accounts into a single IRA makes it easier to track your assets and manage required minimum distributions required under federal tax laws.

- *Inability to Take Plan Loans/Limited Access to Monies Prior to age 59 ½.* You will not have the ability to take penalty-free withdrawals as a plan loan. In addition, your access to IRA assets prior to age 59 ½ will be limited to certain specific circumstances, such as first-time homebuyers and higher education expenses.
- *Conflicts of Interest.* Your financial advisor has a financial incentive to recommend an IRA rollover because of the compensation that he/she receives for our management services.
- *Loss of Plan Options.* You may lose certain options offered by your former plan, which often include, but are not limited to, guaranteed interest rates, death benefits and protection from creditors (under certain plan types).
- *Charges for Rollovers*. Surrender charges could be imposed by the former provider if the account included an annuity.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding if you have questions contact your financial advisor

Assets

As of December 31, 2020, we manage a total of $1,366,034,794 in regulatory assets under management. All assets under our management are discretionary assets.

ITEM 5 - FEES AND COMPENSATION

Investment Management Fees and Compensation

Trilogy charges a fee as compensation for providing Investment Management services on your account. These services include advisory and consulting services, sub-advisory, trade entry, investment supervision, and other account-maintenance activities. Our custodian may charge transaction costs, custodial fees, redemption fees, retirement plan and administrative fees or commissions. See Additional Fees and Expenses below for additional details.

In addition, some mutual fund assets deposited in your accounts may have been subject to other mutual fund annual management and administrative fees as described in the funds' prospectuses. These fees are independent of our fees and should be disclosed by the custodian or contained in each fund's prospectus. You should also note that fees for comparable services vary and lower fees for comparable services may be available from other sources.

The Advisory Fees will be calculated and paid to our firm each calendar month in arrears based on the average daily value of the Portfolio during the previous calendar month (calculated based on the Portfolio's value at the end of each day). Under the average daily balance method, each day's balance for the month is summed then divided by the number of days in the month, to compute the average daily balance. The average daily balance is then multiplied by the monthly portion of the annual fee to determine the monthly fee due. Fees are assessed on all assets under management, including securities, cash and money market balances.

In the event of termination, any paid but unearned fees will be promptly refunded to the Client based on the number of days that the Portfolio was managed, and any fees due to Trilogy Capital will be deducted from the Client's account prior to termination.

For purposes of this fee calculation, "value of the Portfolio" means the sum of the fair market value of all of the holdings in the Portfolio. Equity securities listed or traded on a national securities exchange or quoted on the over-the-counter market are valued at the last sales price on the day of valuation or, if no sale price is reported, at the last bid price.

Our maximum investment advisory fee is 2.25%. The specific advisory fees are set forth in your Investment Advisory Agreement. Fees may vary based on the size of the account, complexity of the portfolio, extent of activity in the account or other reasons agreed upon by us and you as the client. In certain circumstances, our fees and the timing of the fee payments may be negotiated.

At our discretion, we will aggregate asset amounts in accounts from your same household together to determine the advisory fee for all your accounts. We may do this, for example, where we also service accounts on behalf of your minor children, individual and joint accounts for a spouse, and/or other types of related accounts. This consolidation practice is designed to allow you the benefit of an increased asset total, which could potentially cause your account(s) to be assessed a lower advisory fee based on the asset levels available in our fee schedule.

The independent qualified custodian holding your funds and securities will debit your account directly for the advisory fee and pay that fee to us. You will provide written authorization permitting the fees to be paid directly from your account held by the qualified custodian. Further, the qualified custodian agrees to deliver an account statement at least quarterly directly to you indicating all the amounts deducted from the account including our advisory fees. See Item 15 for details. At our discretion, you may pay the advisory fees by check. You are encouraged to review your account statements for accuracy.

There may be a possibility for price or account value discrepancies due to month-end transactions in an account. Dividends or trade date settlements may occur and our third-party billing software may report a slight difference in account valuation at month end compared to what is reported on your Statement from the Custodian.

Either Trilogy or you may terminate the management agreement immediately upon written notice to the other party. The management fee will be pro-rated to the date of termination, for the month in which the cancellation notice was given and any earned fees will be billed to your account. Upon termination, you are responsible for monitoring the securities in your account, and we will have no further obligation to act or advise with respect to those assets.

Fees for Sub-Advisory relationships

As discussed in Item 4 above, there are occasions where Manager acts in a sub-advisor capacity to our Firm. Under this arrangement, the Manager invests the assets based upon the parameters provided by our Firm. Depending on the agreement with the Manager, the total advisory fee will be collected by the custodian and the portion of the advisory fee is sent to the Manager and our Firm. This total fee includes our Firm's portion of the investment advisory fee as well as the Manager's fee. The fee billed is defined in the relevant Discretionary Investment Management Agreement as well as in the individual Form ADV Filing of the respective Manager. With our Continuity Portfolio Series-*Custom Fixed* strategy, the Manager receives their compensation through the mark up and mark downs that include fixed income strategies.

The Manager's relationship may be terminated at our Firm's discretion. We may at any time terminate the relationship with a Manager. We will notify you of instances where we have terminated a relationship with any Manager(s) you are investing with. Factors involved in the termination of a Manager may include a failure to adhere to their stated management style or your objectives, a material change in the professional staff of the sub-advisor, unexplained poor performance, unexplained inconsistency of account performance, or our decision to no longer include the Manager on our approved list.

Managers generally do not have any direct contact with our clients. They provide services directly to us and we are solely responsible for client accounts. Upon entering into an agreement for advisory services with us, clients authorize us to use these Managers to service their account, including executing trades, billing and the deduction of fees from client accounts. Clients agree to allow us to share non-public, personal information with these unrelated third-party service providers for the purpose of administering and managing the clients' accounts.

Coach Fees
Fees may vary based on the extent and complexity of your individual personal circumstances. Any fee will be agreed in advance of services being performed. The fee will be determined based on factors including the complexity of your financial situation, agreed upon deliverables, and whether you intend to implement any recommendations through your financial advisor. Fixed fees for coaching services start at $1200.

Three fee payment options are available for Coaching services:

Option 1: 12 Monthly Payments of a $100 via AdvicePay.

Option 2: Full Payment of $1,200 via Check or AdvicePay.

Option 3: Waived $1,200 for Clients over $250k in managed assets.

Two fee payment options are available for Advanced Planning:

Option 1: $1,200 up front, $1,200 at delivery via Check or AdvicePay

Option 2: Waived $2,400 for Clients over $500k in managed assets.

Fees can be paid via check to Trilogy Capital from your personal bank account or can be invoiced and processed through a third-party nonaffiliated service, AdvicePay. Clients will be asked to set up their bank account or credit card at AdvicePay to enable credit card or ACH payments. While AdvicePay allows firms like Trilogy Capital to receive payments directly from the client's credit card or bank account, it does not give Trilogy Capital access to the bank account itself, nor to any of the client's credit card or bank account information. Trilogy Capital is not able to initiate any additional payments via AdvicePay as agreed upon and outlined in the Agreement.

The Coach Agreement is terminated after 1 (one) year.

We will not require prepayment of more than $1200 in fees per client, six (6) or more months in advance of providing any services. Lower fees for comparable services may be available from other sources.

General Consulting Services
Trilogy provides planning services for clients who need advice on a limited scope of work. Trilogy will negotiate consulting fees with you. Fees may vary based on the extent and complexity of the consulting project. Fees are negotiated and you will be billed as services are rendered.

Either party may terminate the agreement. Upon termination, services provided up to date of termination but not yet paid to Trilogy Capital will be billed to you based on the agreed upon hourly rate outlined in the Consulting Agreement.

Employee Retirement Income Security Act Retirement Plan Advisory Services
For Retirement Plan Advisory Services compensation, we charge an annual fee as negotiated with the client and disclosed in the Investment Management Agreement and Recordkeeper Agreement. The compensation method is explained and agreed upon in advance before any services are rendered. Fees range from 0.10% to 1.00% annually.

Plan advisory services begin with the effective date of the Agreement, which is the date you sign the Agreement. The Advisory Fees will be calculated and paid to our firm from the client's chosen recordkeeper according to the agreement that the client signed directly with the recordkeeper. For Plans where our fee is billed to the custodian, the fee is deducted directly from the participant accounts. Written authorization permitting us to be paid directly from the custodial account is outlined in the Investment Management Agreement.

For Plan Consulting Services billed directly to the Plan Sponsor, invoices are sent directly to the client. Fees are paid by the client to the firm in accordance to the signed agreement between the client and our firm

Either party may terminate the Agreement at any time upon 30 days written notice. You are responsible to pay for services rendered until the termination of the agreement.

Additional Fees and Expenses:
Advisory fees payable to us do not include all the fees you will pay when we purchase or sell securities for your Account(s). The following list of fees or expenses are what you may pay directly to third-parties only, whether a security is being purchased, sold or held in your Account(s) under our management.

- Transaction fees;
- SEC fees;
- Custodial Fees;
- Transfer taxes;
- Wire transfer and electronic fund processing fees;
- Mark Down and Mark Ups for Fixed Income Strategies (Continuity Portfolio Series)
- Mutual Fund Internal Expenses
- Maintenance Fees

There are certain securities or investments a client wishes to purchase or hold in their account. These investment products may carry fees from the delivering firm to the Custodian. Custodians may also charge an additional fee for select securities and/or alternative investments to be included in the holdings of their account.

Examples of the investments outside the typical securities that may have additional fees at the Custodian:

- REITS (To be billed by custodian - $100 initial purchase fee, $250 annual holding fee, $100 redemption fee)

Please refer to the “Brokerage Practices” below for discussion of Trilogy’ brokerage practices.

Administrative Services Provided by Orion
Trilogy has contracted with Orion to utilize its technology platforms to support data reconciliation, performance reporting, fee calculation and billing, client database maintenance, quarterly performance evaluations, payable reports, and other functions related to the administrative tasks of managing client accounts. Due to this arrangement, Orion will have access to client information, but Orion will not serve as an investment advisor to our clients. Trilogy and Orion are non-affiliated companies. Orion charges our Firm an annual fee for each account administered by Orion. Please note that the fee charged to the client will not increase due to the annual fee Trilogy pays to Orion. The annual fee is paid from the portion of the management fee retained by our Firm.

ITEM 6 - PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

We do not charge advisory fees on a share of the capital appreciation of the funds or securities in a client account (so-called performance-based fees). Our advisory-fee compensation is charged only as disclosed above in Fees and Compensation.

ITEM 7 - TYPES OF CLIENTS

We provide investment advice to individuals, high-net-worth individuals, families, small businesses, pensions, foundations, trusts and estates. Our minimum initial account value is $5,500; however, we may accept accounts for less than the minimum.

ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Overview

We seek to recommend investment strategies that will give a client a diversified portfolio consistent with the client's investment objective. We do this by analyzing the various securities, investment strategies, and third-party management firms. The goal is to identify a client's risk tolerance, and then find a manager with the maximum expected return for that level of risk.

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.

We utilize both fundamental and technical analysis. We gather our information from a broad array of financial resources including financial newspapers, magazines, research prepared by others, corporate rating services, company press releases, annual reports, prospectuses and filings with the Securities and Exchange Commission.

We determine how to allocate assets among the various asset classes based on the client's investment strategy that is chosen, prevailing economic conditions and our determination of where we are in the economic cycle. Potential risks and opportunities are weighed to determine to what degree the portfolio should be invested.

From time-to-time, market conditions may cause your account to vary from the established allocation. To remain consistent with the asset allocation guidelines established, your account is monitored on an ongoing basis and rebalanced to the original allocation, or if deemed beneficial, to a new allocation based on the then prevailing economic conditions and within the guidelines of the chosen investment strategy.

In addition to the rebalancing, overall market conditions and microeconomic factors that affect specific holdings in your account may trigger changes in allocation. Your account may also receive informal reviews more frequently.

Investment Philosophy

Prior to making recommendations, we determine your financial status, needs, time horizon, investment objectives, risk tolerance, and tax status. From this, we create an investor profile and general asset allocation target. While we believe asset allocation is a key factor affecting long-term rate of return, we also believe fundamental research and securities selection are vital. To that end, we select from a narrow, refined list of institutional fund managers known for excellence in their respective disciplines. We focus primarily on the people, processes, research, consistency, and culture rather than simply recent "high performance" or "track record".

As much as reasonably possible, we strive to:

- Diversify strategically with non-correlating assets.
- Balance between growth and value styles.
- Diversify globally.
- Rebalance as markets change.
- Manage for tax efficient returns wherever possible.

Portfolios

Trilogy Capital offers strategic portfolios designed to be risk based. The portfolios all have different levels of risk/return trade-off (potential return that can be gained with the amount of risk taken). The risk/return trade-off is based upon the client's risk tolerance, financial planning needs and/or financial goals. Each of these investment strategies are globally diversified to help reduce specific company, sector or asset class risk. These core strategies are evaluated on long term performance. This means our Firm is evaluating how portfolios do over three, five and ten year periods as opposed to shorter timeframes. Below are the Portfolio series offered:

- ✓ **Core Portfolio Series:** A family of investments strategies focused on globally – balanced portfolios which are intended to five broad market exposure not focused on any one sector or geographic region, providing index-like returns with lower risk over full market cycles.
- ✓ **Select Portfolio Series:** A family of investment strategies focused on actively managed portfolios of sector or strategy focused securities. These strategies seek to provide investors with non-correlated returns to the Core series as well as potential alpha as compared to standard benchmark.
- ✓ **Foundation Portfolio Series:** A family of investment strategies focused on portfolios for smaller accounts. These strategies are designed for investors who cannot meet the minimums for the Core series and would still like access to globally-invested, actively – rebalanced strategy.
- ✓ **Continuity Portfolio Series:** An asset management arrangement by which we oversee long-term held assets such as individual bonds and other income-producing strategies. These portfolios will often require less active management due to the buy-and-hold strategy.

Sub-Advisor, Independent Third-Party Manager & Investment Subscription Services

We seek to recommend investment strategies that will give a client a diversified portfolio consistent with the Client's investment objective. We do this by analyzing the various securities, investment strategies, and third-party management firms. The goal is to identify a Client's risk tolerance, and then find a manager with the maximum expected return for that level of risk.

We examine the experience, expertise, investment philosophies and past performance of independent, third-party managers in an attempt to determine if that Manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the Managers' underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment. Additionally, as part of our due-diligence process, we survey the Managers' compliance and business enterprise risks.

A risk of investing with a third-party Manager who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a managers' portfolio, there is also a risk that the Manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the Managers' daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Our Firm does engage the services of unaffiliated and independent registered investment advisor(s) ("Signal Providers") to receive buy and sell signals, research, or other information that the Firm uses to manage a particular strategy/portfolio. Such Signal Providers will not act as fiduciaries with respect to any client as they are engaged to provide market-related services to our Firm. In providing individualized investment advice, our Firm will invest a client's assets in accordance with the recommendations of one or more Signal Providers or may invest the account in any manner it deems appropriate based on the client's personal objectives. All fees incurred by the subscription to various Signal Providers are paid by Trilogy (as a percentage of the fees generated within a particular strategy). Thus, a portion of the advisory fee paid by a client to Trilogy may be used to compensate such third-party providers or consultants.

Risk of Loss
Clients must understand that past performance is not indicative of future results. Therefore, current, and prospective clients should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities involves risk of loss. Further, depending on the different types of investments there will be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our Firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. Investors should be aware that accounts are subject to the following risks:

Market Risk - Even a long-term investment approach cannot guarantee a profit. Economic, political and issuer-specific events will cause the value of securities to rise or fall. Because the value of investment portfolios will fluctuate, there is the risk that you will lose money and your investment may be worth more or less upon liquidation.

Foreign Securities and Currency Risk - Investments in international and emerging-market securities include exposure to risks such as currency fluctuations, foreign taxes and regulations, and the potential for illiquid markets and political instability.

Capitalization Risk - Small-cap and mid-cap companies may be hindered as a result of limited resources or less diverse products or services, and their stocks have historically been more volatile than the stocks of larger, more established companies.

Interest Rate Risk - In a rising rate environment, the value of fixed-income securities generally declines, and the value of equity securities may be adversely affected.

Credit Risk - Credit risk is the risk that the issuer of a security may be unable to make interest payments and/or repay principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value and, thus, impact the fund's performance.

Securities Lending Risk - Securities lending involves the risk that the fund loses money because the borrower fails to return the securities in a timely manner or at all. The fund could also lose money if the value of the collateral provided for loaned securities, or the value of the investments made with the cash collateral, falls. These events could also trigger adverse tax consequences for the fund.

Exchange-Traded Funds - ETFs face market-trading risks, including the potential lack of an active market for shares, losses from trading in the secondary markets and disruption in the creation/redemption process of the ETF. Any of these factors may lead to the fund's shares trading at either a premium or a discount to its "net asset value."

Performance of Underlying Managers - We select the mutual funds and ETFs in the asset allocation portfolios. However, we depend on the manager of such funds to select individual investments in accordance with their stated investment strategy.

Liquidity Risk - Liquidity risk exists when particular investments would be difficult to purchase or sell, possibly preventing clients from selling such securities at an advantageous time or price.

Derivative Risk - Derivatives are securities, such as futures contracts, whose value is derived from that of other securities or indices. Derivatives can be used for hedging (attempting to reduce risk by offsetting one investment position with another) or non-hedging purposes. Hedging with derivatives may increase expenses, and there is no guarantee that a hedging strategy will achieve the desired results.

Bond Mutual Funds and Laddered Individual Bonds - A laddered individual bond portfolio is comprised of individual bonds where each bond or series of bonds features strategically staggered maturity dates at regular intervals. As each bond or series of bonds matures, proceeds are used to purchase new bonds to continue the bond ladder, or they are used as income. Both laddered individual bonds held in a laddered bond portfolio and bond funds generally have higher risks than money market funds, largely because they typically pursue strategies aimed at producing higher returns. Unlike money market funds, the SEC's rules do not restrict bond funds and laddered individual bonds to high quality or short-term investments. Because there are many different types of bonds, bond funds and laddered individual bonds, they can vary dramatically in their risks and rewards. Some of the risks associated with bond funds and laddered individual bonds include:

Interest Rate Risk - Interest rate risk refers to the risk that the market value of bonds will go down when interest rates go up. Because of this risk, investors can lose money in any bond fund or laddered individual bond portfolio, if a bond were sold before its maturity date. Interest rate risk applies to investments in insured bonds and U.S. Treasury Bonds. Longer-term bonds and bond funds tend to have higher interest rate risks.

Credit Risk - Credit risk refers to the risk that companies or other issuers may fail to pay their debts (including the debt owed to holders of their bonds). Consequently, this affects individual bond ladders, mutual funds and exchange-traded funds (ETFs) that hold these bonds. Credit risk is less of a factor in investments including insured bonds or U.S. Treasury Bonds. By contrast, those that invest in the bonds of companies with poor credit ratings generally will be subject to higher risk.

Prepayment Risk - Issuers may choose to pay off debt earlier than the stated maturity date on a bond. For example, if interest rates fall, a bond issuer may decide to "retire" its debt and issue new bonds that pay a lower rate. When this happens, proceeds from the sale of individual bonds or a bond fund may not be able to be reinvested in an investment with as high a return or yield.

Cybersecurity Risk - In addition to the Material Investment Risks listed above, investing involves various operational and "cybersecurity" risks. These risks include both intentional and unintentional events at our firm or one of its third-party counterparties or service providers, that may result in a loss or corruption of data, result in the unauthorized release or other misuse of confidential information, and generally compromise our Firm's ability to conduct its business. A cybersecurity breach may also result in a third-party obtaining unauthorized access to our clients' information, including social security numbers, home addresses, account numbers, account balances, and account holdings. Our Firm has established business continuity plans and risk management systems designed to reduce the risks associated with cybersecurity breaches. However, there are inherent limitations in these plans and systems, including that certain risks may not have been identified, in large part because different or unknown threats may emerge in the future. As such, there is no guarantee that such efforts will succeed, especially because our Firm does not directly control the cybersecurity systems of our third-party service providers. There is also a risk that cybersecurity breaches may not be detected.

ITEM 9 - DISCIPLINARY INFORMATION

Trilogy does not have any legal, financial, or other "disciplinary" item to report.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Insurance
An affiliated entity, Trilogy Financial, doing business as Trilogy Protect, is a licensed insurance agency with various States. Investment Advisor Representatives ("IAR") of Trilogy may act as agents appointed with various life, disability or other insurance companies, receive commissions, trails, or other compensation from the respective product sponsors and/or as a result of effecting insurance transactions for clients. However, clients should note that they are under no obligation to purchase any insurance products through Trilogy or its IAR. Please note that IARs spend less than 10% of their time on business relating to Insurance.

Broker Dealer
Trilogy is not a broker/dealer, but some of our Investment Advisor Representatives ("IAR") are registered representatives and/or Investment Advisor Representatives of LPL Financial LLC ("LPL"), a full-service broker-dealer, member FINRA/SIPC, which compensates them for effecting securities transactions. When placing securities transactions through LPL in their capacity as registered representatives, they will earn sales commissions. Because some of the IARs are dually registered representatives and agents of LPL and Trilogy, LPL has certain supervisory and administrative duties pursuant to the requirements of FINRA Conduct Rule 3280. LPL and Trilogy are not affiliated companies. Some of the IARs of Trilogy spend a portion their time in connection with broker/dealer activities.

As a broker-dealer, LPL engages in a broad range of activities normally associated with securities brokerage firms. Pursuant to the investment advice given by Trilogy or its IARs, investments in securities may be recommended for clients. If LPL is selected as the broker-dealer, LPL and its registered representatives, including some of the IARs of Trilogy, may individually receive commissions for executing securities transactions.

You are advised that if LPL is selected as the broker-dealer, the transaction charges may be higher or lower than the charges you may pay if the transactions were executed at other broker/dealers. You should note, however, that you are under no obligation to purchase securities through IARs of Trilogy or LPL.

Moreover, you should note that under the rules and regulations of FINRA, LPL has an obligation to maintain certain client records and perform other functions regarding certain aspects of the investment advisory activities of its registered representatives. These obligations require LPL to coordinate with, and have the cooperation of its registered representatives that operate as, or are otherwise associated with, investment advisors other than LPL. Accordingly, LPL may limit the use of certain custodial and brokerage arrangements available to clients of Trilogy and LPL may collect, as paying agent of Trilogy, the investment advisory fee remitted to Trilogy by the account custodian. LPL may retain a portion of the investment advisory fee you pay, as a charge for the functions it performs, and such portion may be further re-allowed to other registered representatives of LPL. The charge will not increase the advisory fee you have agreed to pay Trilogy.

Some of the IARs of Trilogy, in their capacity as registered representatives of LPL, or as agents appointed with various life, disability or other insurance companies, receive insurance commissions, fee trails, or other compensation from the respective product sponsors and/or as a result of effecting securities transactions for clients. However, clients should note that they are under no obligation to purchase any investment products through Trilogy's representatives.

As a result of the relationship with LPL, LPL Financial may have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about Trilogy Capital's clients, even if client does not establish any account through LPL. If you would like a copy of the LPL Financial privacy policy, please contact our firm's CCO. The contact information for the CCO can be found on the Cover Page of this Brochure.

Schwab Advisor Services Advisory Board Membership
Jeff Motske, President of Trilogy Capital serves on the Schwab Advisor Services Advisory Board (the "Advisory Board"). As described under Item 12 of this Form ADV, Trilogy Capital recommends clients establish brokerage accounts with Charles Schwab & Co., Inc. ("Schwab") and/or its affiliates (e.g. TD Ameritrade Institutional) to maintain custody of the clients' assets and effect trades for their accounts. The Advisory Board consists of representatives of independent investment advisory firms who have been invited by Schwab management to participate in meetings and discussions of Schwab Advisor Services' services for independent investment advisory firms and their clients. Advisory Board members enter into nondisclosure agreements with Schwab under which they agree not to disclose confidential information shared with them. This information generally does not include material nonpublic information about the Charles Schwab Corporation, whose common stock is listed for trading on the New York Stock Exchange (symbol SCHW). The Advisory Board meets in person or virtually approximately twice per year and has periodic conference calls scheduled as needed. Advisory Board members are not compensated by Schwab for their service, but Schwab does pay for or reimburse Advisory Board members' travel, lodging, meals and other incidental expenses incurred in attending Advisory Board meetings.

Benefits to Investment Advisor Representatives
Trilogy Capital and its related person Trilogy Financial provide various benefits to Registered Persons (IARs) that are new to the Trilogy Capital to assist the Advisorr with the costs associated with transitioning his or her business to the Trilogy Capital. The amount of the benefits are often significant in relation to the overall revenue earned or compensation received by the IAR at his/her prior firm. Such payments are generally based on the size of the IAR's business established at his/her prior firm and/or assets under management with Trilogy Capital. Please refer to the relevant Part 2B brochure supplement for more information about the specific benefits your IAR receives.

These benefits are provided to persons of Trilogy in their capacity as IARs of Trilogy. However, the receipt of benefits by such IARs creates conflicts of interest relating to Trilogy's advisory business because it creates a financial incentive for Trilogy's IARs to recommend that its clients maintain their accounts with Trilogy. In certain instances, the receipt of such benefits is dependent on as IAR maintaining its clients' assets with Trilogy therefore Trilogy has an incentive to recommend that clients maintain their account with Trilogy in order to generate such benefits.

Trilogy attempts to mitigate these conflicts of interest by evaluating and recommending that clients use Trilogy's services based on the benefits that such services provide to our clients, rather than the benefits earned by any Trilogy Capital IAR. Trilogy and its IARs will always act in the best interest of their clients when recommending advisory services.

Sub-Advisor Relationships
As described in Item 4 – Advisory Business and Item 5 – Fees and Compensation, Trilogy has formed relationships with independent, investment advisors to serve as sub-advisors. When we utilize a third-party Manager, you need to know that our firm will pay the Manager a portion of the total fee billed to the Client.

Solicitor Arrangements
Trilogy has solicitor agreements and arrangements with unaffiliated registered investment advisory firms, where Trilogy is either a solicitor for the named firm or the named firm is a solicitor to Trilogy. Such a solicitor arrangement, if any, is on a per client basis, and the client along with Trilogy and the unaffiliated firm executes a disclosure notifying them of the particulars of such an arrangement.

Trilogy solicitor agreements and arrangements are with firms only and does not have any agreements and arrangements with individuals whether licensed or otherwise.

ITEM 11 - CODE OF ETHICS PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Trilogy and persons associated with us are allowed to invest for their own accounts or to have a financial interest in the same securities or other investments that we recommend or acquire for your account, and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates the potential for a conflict of interest. We recognize the fiduciary responsibility to place your interests first and have established policies in this regard to avoid any potential conflicts of interest.

We have developed and implemented a Code of Ethics that sets forth standards of conduct expected of our advisory personnel to mitigate this conflict of interest. The Code of Ethics addresses, among other things, personal trading, gifts, the prohibition against the use of inside information and other situations where there is a possibility for conflicts of interest.

The Code of Ethics is designed to protect our clients by deterring misconduct, educate personnel regarding the firm's expectations and laws governing their conduct, remind personnel that they are in a position of trust and must act with complete propriety at all times, protect the reputation of Trilogy, guard against violation of the securities laws, and establish procedures for personnel to follow so that we may determine whether their personnel are complying with the firm's ethical principles.

We have established the following restrictions in order to ensure our firm's fiduciary responsibilities:

1. No director, officer or employee of Trilogy shall prefer his or her own interest to that of the advisory client.
2. We maintain a list of all securities holdings and anyone associated with this advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer/individual of Trilogy.
3. We emphasize the unrestricted right of the client to decline to implement any advice rendered, except in situations where we are granted discretionary authority of the client's account.
4. We emphasize the unrestricted right of the client to select and choose any broker-dealer (except in situations where we are granted discretionary authority) he or she wishes.

5. We require that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
6. Any individual not in observance of the above may be subject to termination.

You may request a complete copy of our Code by contacting us at the address, telephone or email on the cover page of this Part 2; Attn: Chief Compliance Officer.

ITEM 12 - BROKERAGE PRACTICES

Clients must maintain assets in an account at a “qualified custodian,” generally a broker-dealer or bank. We recommend that our clients use TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. (“TD Ameritrade”) member FINRA/SIPC. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer. TD Ameritrade offers to independent investment advisors services that include custody of securities, trade execution, clearance and settlement of transactions. We may receive certain additional economic benefit “(Additional Services)” that may or may not be offered to any other independent investment Advisors participating in the program. Specifically, the Additional Services include monetary support toward our Orion and SalesForce subscription. The value of the Additional Services is important to Trilogy because Orion is an essential service for our back-office billing and recordkeeping for the Firm and SalesForce enables Trilogy to maintain a Client Relationship Management integration platform across the Firm and use with its Investment Advisor Representatives.

TD Ameritrade provides the Additional Services to Advisor in its sole discretion and at its own expense, and Advisor does not pay any fees to TD Ameritrade for the Additional Services. Advisor and TD Ameritrade have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the provision of the Additional Services. Our receipt of Additional Services raises the potential for conflicts of interest. In providing Additional Services to us, the Custodian most-likely considers the amount and profitability to the Custodian of the assets in, and trades placed for, our client accounts maintained with the Custodian. The Custodian has the right to terminate the Additional Services Addendum with Trilogy, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from the Custodian, we may have an incentive to recommend to its clients that the assets under management by Trilogy be held in custody with the Custodian and to place transactions for client accounts with the Custodian. Trilogy’s receipt of Additional Services does not diminish our duty to act in the best interests of our clients, including seeking best execution of trades for client accounts.

Additionally, Our Firm has a relationship with LPL Financial (“LPL”) member FINRA/SIPC to act as custodian for your account. LPL is an independent and unaffiliated SEC-registered broker-dealer. LPL offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Some of the products, services and other benefits provided by LPL benefit us and may not benefit you or your account. Our recommendation/requirement that you place assets with LPL may be based in part on benefits LPL provides us, and not solely on the nature, cost or quality of custody and execution services provided by the custodian. We are independently owned and operated and not affiliated with LPL. LPL provides us with access to their institutional trading and custody services. These services include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors.

We refer to our relationships with TD Ameritrade and LPL Financial combined as the Custodian (“the Custodian”).

Employer Sponsored Retirement Plans

For employer-sponsored retirement plans with participant-directed investments, clients must maintain assets in an account at a qualified custodian, generally a broker-dealer, trust company or bank. The custodian will hold client assets in a brokerage account and buy and sell mutual funds when we instruct them to. Each Plan Sponsor must decide which custodian to utilize and open accounts with the custodian by entering account agreements directly with them. The accounts will always be held in the name of the client and never in Trilogy's name.

In the event you request us to recommend a Custodian for execution and/or custodial services, we generally recommend your account to be maintained at the Custodian . We may recommend that you establish accounts with the Custodian to maintain custody of your assets and to effect trades for your accounts. You are under no obligation to act upon any recommendations, and if you elect to act upon any recommendations, you are under no obligation to place the transactions through any Custodian we recommend. Our recommendation is generally based on the broker's cost and fees, skills, reputation, dependability and compatibility with the client. You may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to us is not a factor in determining the selection of Custodian or the reasonableness of their commissions.

We do not select or recommend broker/dealers based upon receiving client referrals from a Custodian or third-party. We do not routinely recommend, request or require that you direct us to execute transaction through a specified broker/dealer. Additionally, we typically do not permit you to direct brokerage.

We place trades for your account subject to our duty to seek best execution and other fiduciary duties. We may use a broker/dealer other than your Custodian to execute trades for your account. The practice of using other broker/dealers may result in additional costs to you so that we are more likely to place trades through your custodian rather than through other broker/dealers. Your custodian's execution quality may be different than other broker/dealers.

We will aggregate trades for ourselves or our associated persons with your trades, providing that the following conditions are met:

1. Our policy for the aggregation of transactions shall be fully-disclosed separately to our existing clients (if any) and the broker/dealer(s) through which such transactions will be placed;
2. We will not aggregate transactions unless we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek best price) for you and is consistent with the terms of our investment advisory agreement with you for which trades are being aggregated.
3. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all our transactions in a given security on a given business day, with transaction costs based on each client's participation in the transaction;
4. We will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how to allocate the order among those clients;
5. If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the allocation statement; if the order is partially filled, the accounts that did not receive the previous trade's positions should be "first in line" to receive the next allocation.
6. Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for difference of allocation is explained in writing and is reviewed by our compliance officer. Our books and records will separately reflect, for each client account, the orders of which aggregated, the securities held by, and bought for that account.

7. We will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation; and
8. Individual advice and treatment will be accorded to each advisory client.

As a matter of policy and practice, we do not utilize research, research-related products and other services obtained from broker-dealers, or third-parties, on a soft-dollar commission basis.

Trade Errors
We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of our clients. In cases where a client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and we will absorb any loss resulting from the trade error if the error was caused by our firm. If the error is caused by the Custodian, the Custodian will be responsible for covering all trade error costs. If an investment gain results from the correcting trade and for accounts custodied at the Custodian, the gain will be donated to charity. If an investment gain results from the correcting trade and for accounts custodied at LPL, the gain will be retained by LPL. Please note that our firm will never benefit or profit from trade errors.

ITEM 13 - REVIEW OF ACCOUNTS

Account Reviews and Reviewers – Investment Supervisory Services
The underlying securities within the investment supervisory services are regularly monitored. These reviews will be made by your individual Investment Advisor and are reviewed by the supervisor in charge. An annual review is usually conducted in person or by telephone.

The purpose of all these reviews is to ensure that the investment plan continues to be implemented in a manner which matches your objectives and risk tolerances. More-frequent reviews may be triggered by material changes in variables such as your individual circumstances, or the market, political or economic environment. You are urged to notify us of any changes in your personal circumstances.

Statements and Reports
Trilogy will have the ability to provide clients with Performance/Position summary reports upon request. Reports may also be provided at every client meeting.

The custodian for the individual client's account will also provide clients with an account statement at least quarterly.

You are urged to compare the reports provided by Trilogy against the account statements you receive directly from your account custodian.

Coach clients will receive at least quarterly progress calls from our IARs.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

Solicitor Arrangements
Trilogy has engaged in a solicitor agreement with and recommends clients to unaffiliated investment advisors. In such instance, Trilogy acts as a solicitor and receives a portion of the fee paid to the unaffiliated advisor. This does not raise the fee paid by the client and the client receives all required disclosure forms disclosing the terms of the solicitor relationship at the time the solicitation is made.

Trilogy retains solicitors to refer clients to Trilogy. If a client is introduced to Trilogy by a solicitor, Trilogy pays that solicitor a referral fee in accordance with all the requirements of the Investment Advisors Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Trilogy's advisory fee and shall not result in any additional charge to the client. If the client is introduced to Trilogy by a solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of the solicitor relationship with Trilogy, and shall provide each prospective client this Firm Brochure together with a copy of a written disclosure statement disclosing the terms of the solicitation arrangement between Trilogy and the solicitor, including the compensation to be received by the solicitor for the referral.

Benefits of Using LPL as Custodian

Our Firm receives support services and/or products from LPL Financial, many of which assist our Firm to better monitor and service program accounts maintained at LPL Financial; however, some of the services and products benefit Trilogy Capital and not client accounts. These support services and/or products may be received without cost, at a discount, and/or at a negotiated rate, and may include the following:

- investment-related research
- pricing information and market data
- software and other technology that provide access to client account data
- compliance and/or practice management-related publications
- attendance at conferences, meetings, and other educational and/or social events
- other products and services used by Trilogy Capital in furtherance of its investment advisory business operations

These support services are provided to our Firm based on the overall relationship between Trilogy Capital and LPL Financial. It is not the result of soft dollar arrangements or any other express arrangements with LPL Financial that involves the execution of client transactions as a condition to the receipt of services. We will continue to receive the services regardless of the volume of client transactions executed with LPL Financial. Clients do not pay more for services as a result of this arrangement. There is no corresponding commitment made by Trilogy Capital to LPL or any other entity to invest any specific amount or percentage of client assets in any specific securities as a result of the arrangement. However, because Advisor receives these benefits from LPL Financial, there is a potential conflict of interest. The receipt of these products and services presents a financial incentive for Advisor to recommend that its clients use LPL Financials' custodial platform rather than another custodian's platform.

Benefits provided by TD Ameritrade

As disclosed under Brokerage Practices, we participate in TD Ameritrade's institutional customer program and we may recommend TD Ameritrade to you for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to our clients, although we receive economic benefits through our participation in the program that are typically not available to any other independent Investment Advisors participating in the program. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; research, technology, and practice management products or services provided to us by third-party vendors. Some of the products and services made available by TD Ameritrade through the program may benefit us but may not benefit your account. These products or services may assist us in managing and administering your account, including accounts not maintained at TD Ameritrade. Other services made available by

TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by Trilogy or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our clients first. You should be aware, however, that the receipt of economic benefits by Trilogy or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

From time to time, we may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing-expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made.

Other Compensation Arrangements
Trilogy's IARs are incented to join and remain affiliated with Trilogy and to recommend that clients establish accounts with Trilogy through the provision of benefits discussed in Item 10. Trilogy Capital provides these additional benefits to its IARs including but not limited to repayable and forgivable loans. The receipt of any such compensation creates a financial incentive for your representative to recommend Trilogy for the assets in your advisory account.

ITEM 15 - CUSTODY

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

Trilogy is deemed to have custody of client funds and securities whenever Trilogy is given the authority to have fees deducted directly from client accounts. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Trilogy is deemed to have custody, the firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. You should carefully review those statements and are urged to compare the statements against reports received from Trilogy. When you have questions about your account statements, you should contact Trilogy or the qualified custodian preparing the statement.

When fees are deducted from an account, Trilogy is responsible for calculating the fee and delivering instructions to the custodian. At the same time Trilogy instructs the custodian to deduct fees from the client's account; Trilogy will send you a notification itemizing the fee. Itemization shall include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Standing Letters of Authorization ("SLOA")

Our firm is also deemed to have custody of clients' funds or securities when clients have standing authorizations with their custodian to move money from a client's account to a third-party ("SLOA") and, under that SLOA, it authorizes us to designate the amount or timing of transfers with the custodian. The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow. We do not have a beneficial interest on any of the accounts we are deemed to have Custody where SLOAs are on file. In addition, account statements reflecting all activity on the account(s), are delivered directly from the qualified custodian to each client or the client's independent representative, at least quarterly. You should carefully review those statements and are urged to compare the statements against reports received from us. When you have questions about your account statements, you should contact us, your Advisor or the qualified custodian preparing the statement.

ITEM 16 - INVESTMENT DISCRETION

Prior to engaging Trilogy to provide investment advisory services, you will enter into a written Agreement with us granting the firm the authority to supervise and direct, on an on-going basis, investments in accordance with the client's investment objective and guidelines. In addition, you will need to execute additional documents required by the Custodian so as to authorize and enable Trilogy, in its sole discretion, without prior consultation with or ratification by you, to purchase, sell or exchange securities in and for your accounts. We are authorized, in our discretion and without prior consultation with you to: (1) buy, sell, exchange and trade any stocks, bonds or other securities and assets and (2) determine the amount of securities to be bought or sold and (3) place orders with the custodian. Any limitations to such authority will be communicated by you to us in writing.

The limitations on investment and brokerage discretion held by Trilogy for you are:

1. For discretionary clients, we require that we be provided with authority to determine which securities and the amounts of securities to be bought or sold.
2. Any limitations on this discretionary authority shall be included in this written authority statement. You may change/amend these limitations as required. Such amendments shall be submitted in writing.

In some instances, we may not have discretion. We will discuss all transactions with you prior to execution or you will be required to make the trades if in an employer sponsored account.

ITEM 17 - VOTING YOUR SECURITIES

We will not vote proxies under our limited discretionary authority. You are welcome to vote proxies or designate an independent third-party at your own discretion. You designate proxy voting authority in the custodial account documents. You must ensure that proxy materials are sent directly to you or your assigned third-party. We do not take action with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies.

ITEM 18 - FINANCIAL INFORMATION

This item is not applicable to this brochure. We do not require or solicit prepayment of more than $1200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, we have not been the subject of a bankruptcy petition at any time.