

**SEC NO. 801-63969**

As of March 1<sup>st</sup> 2011

***Capital Guardian Wealth Management, LLC  
Form ADV Part II  
Schedule H  
Wrap Fee Brochure***

**CAPITAL GUARDIAN WEALTH MANAGEMENT, LLC  
420 PARK STREET, SUITE 100  
BELMONT, NORTH CAROLINA 28012  
(704) 865-2900**

This brochure provides clients with information about Capital Guardian Wealth Management, LLC and the investment services it offers that should be considered before becoming a client of Capital Guardian Wealth Management, LLC. This information has not been approved or verified by any governmental authority.

**CAPITAL GUARDIAN WEALTH MANAGEMENT, LLC**  
**FORM ADV PART II**  
**SCHEDULE H**  
**WRAP FEE BROCHURE**

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## ABOUT CAPITAL GUARDIAN WEALTH MANAGEMENT

Capital Guardian Wealth Management (“CGWM”), an SEC registered investment adviser, who strategically partners with independent registered investment advisory firms (Providers) to provide a variety of Client services which include: Portfolio Analysis, Development of Investment Policy, Asset Allocation Modeling and Analysis, Investment Management Selection and Quarterly Performance Reporting and Monitoring, all to ensure a high level of quality money management and the independent, objective expertise designed to meet the Client’s investment objectives. The Program (the “Program”) is a fee-only investment advisory program sponsored by CGWM. The Program offers investors the opportunity to receive investment advisory and consulting services (which may include portfolio management or consulting advice concerning the selection of institutional separate account managers and/or an independent third-party investment advisory program provider). CGWM provides discretionary and non-discretionary investment advisory services and asset management services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, and business entities the ability to trade in individual debt and equity securities, mutual funds, index funds, exchange-traded funds, index-linked notes, real estate investment trust (‘REIT’), closed-end funds, unit investment trust, registered fund of funds, options, and other eligible securities, (collectively “Eligible Securities”) as well as a menu of institutional separate account managers without incurring separate brokerage commissions or transaction charges.

### A. INVESTMENT STRATEGY DEVELOPMENT – ADVISORY PROCESS

CGWM “Investment Advisor Representatives” (IAR’s) will coordinate investment advisory services, provide consulting and investment advice, and/or implement eligible securities and portfolio management principles on a continuous basis and includes the appropriate allocation of managed and unmanaged assets among, cash, equity, fixed income, and alternative investment asset classes to provide portfolio diversification and help meet the client’s stated investment objectives. Critical to the success of any investment plan is a focused, well-defined strategy that accounts for risk tolerances, rate of return targets and liquidity needs. CGWM, IAR’s use an approved client profile questionnaire to assist it in developing a recommended or suggested “Investment Strategy” for each Client and/or Portfolio. Based on the information provided by the Client in the Investment Strategy Profile Questionnaire, CGWM IAR’s will:

- Gain an understanding of the financial circumstances and objectives of the Client;
- Define the Client’s long-range goals, constraints, risk tolerance levels, and time horizons;
- Assesses growth rates and future contributions needed to achieve objectives, liquidity needs and spending levels;
- Develop a written Investment Strategy or an investment policy;
- Coordinate the asset allocation strategy, monitor eligible securities, institutional money manager, and provide quarterly performance reports to the Client.

After compiling an initial Investment Strategy Profile Questionnaire, all Clients will be contacted periodically and requested to provide CGWM with information regarding changes to their financial situation or investment objectives impacting their Investment Strategy Profile Questionnaire. CGWM shall periodically reassess the current Investment Strategy based on any other information provided by the Client regarding their Investor Profile Questionnaire. All

Clients are encouraged to contact or meet, at least annually, with CGWM to comprehensively review their Account performance, update their Investor Profile, and determine whether changes should be made to their Investment Strategy.

There are no restrictions on Clients to contact or consult with CGWM regarding the Program or their Account. Clients may contact Independent Managers (as defined and discussed below) through CGWM by providing CGWM with written request and identification of the questions or issues to be discussed the Independent Manager. After receiving the Client's written request CGWM shall, at its sole discretion, contact the Independent Manager for the Client or arrange for the Independent Manager and the Client to communicate directly.

#### **B. MANAGEMENT OF YOUR PORTFOLIO**

All Clients in the Program shall grant CGWM discretionary or non-discretionary authority to buy, sell, and otherwise trade "Eligible Securities" for their Account and to liquidate previously purchased securities that the Client has transferred to their Account. CGWM IARs shall generally recommend that Clients authorize active discretionary management of a particular Portfolio or Portfolios in the Program by and/or among one or more institutional separate account managers or an independent third-party investment advisory program provider (hereafter "Independent Managers") to implement a particular Investment Strategy. CGWM IAR's shall continue to render advisory services to the Client regarding their current Investment Strategy, the ongoing performance of each "Independent Manager or Eligible Securities", and the annual monitoring and review of the overall performance of the Account and Client objectives.

Selecting the best combination of "Independent Managers" and/or "Eligible Securities" that align with the Client's Investment Strategy requirements is critical. CGWM IARs shall consider in recommending an "Independent Managers" and/or "Eligible Securities the Client's "Investment Strategy" and the particular "Independent Managers" and/or "Eligible Securities, investment style, investment process, historical risk parameters that match the stated needs of the Client, historical performance, management fees, criteria for accepting new accounts, industry reputation, financial strength, and reporting and research services.

The terms and conditions for engaging "Independent Managers" are set forth in separate written agreements with the particular "Independent Manager". The investment management fees charged by the "Independent Managers" are included in the Client's advisory fee. When a Client agrees to engage an "Independent Manager" through The Program, CGWM IAR's will assist the Client by coordinating the engagement of the "Independent Manager" on the Client's behalf and provide the Client with a copy of the "Independent Manager's" written disclosure statement on Part II of Form ADV.

#### **C. SECURITIES TRANSFERRED INTO THE PROGRAM**

Clients should be aware that if they transfer securities into an "Independent Manager" or The Program, some and possibly all transferred securities may be liquidated ("Liquidation Trades") upon, or shortly after, receipt by the Custodian and "Independent Manager". These Liquidation Trades are affected to make the Client's portfolio of securities consistent with the relevant investment criteria of a manager and the Investment Strategy, as applicable. CGWM and "Independent Managers" do not warrant nor represent that Liquidation Trades will always achieve best execution. Client may incur adverse tax consequences as well as additional

transaction costs in connection with these Liquidation Trade executions. Client should consult their tax advisor and CGWM IAR's on these issues prior to transferring any securities into a Program.

#### D. PARTICIPATION IN THE PROGRAM

To participate in the Program one must:

1. Complete an investor profile that describes the Client's financial needs, investment objectives, time horizon, and risk tolerance, as well as any other factors relevant to the Client's specific financial situation (the "Investor Profile") and any other supporting documentation required for the Program.
2. Complete the investment advisory wrap fee agreement (the "Program Agreement") with CGWM and become a client ("Client");
3. Complete a new account agreement with a custodian and/or broker dealer approved by CGWM for participation in the Program ("Broker-Dealer"); and
4. Open a securities brokerage account with the Broker-Dealer ("Account") and deposit those Client assets designated for participation in the Program ("Program Assets") into the Account.

As a condition for participating in the Program, CGWM generally imposes a minimum Account size of \$50,000. However, CGWM may, in its sole discretion, accept Clients into the Program with smaller Accounts based upon certain criteria, including anticipated future earning capacity, anticipated future additional assets, portfolio composition, related accounts, and pre-existing relationships. CGWM shall only accept Clients into the Program with less than the minimum Account if CGWM believes the smaller Account size will not cause a substantial increase of investment risk beyond the Client's stated risk tolerance. CGWM may aggregate the portfolios of family members to meet the minimum average Account size.

#### E. TERMINATION OF CLIENT AGREEMENTS

If a Client does not receive copies of the relevant Forms ADV, Part II, forty-eight (48) hours prior to the date of entering into the Client Agreement, that Client Agreement may be terminated without penalty within the first five (5) business days of signing. Thereafter, Client Agreements will continue in effect until terminated by any party upon thirty (30) days' written notice to the other parties, and a pro-rated portion of fees pre-paid, but unearned, will be refunded where applicable. Clients are responsible to pay for services rendered up until the last day of service provided by CGWM. The Client may be responsible for termination fees imposed by Client's custodian.

#### F. DESCRIPTION OF THE PORTFOLIO ADVISORY STRATEGIES

CGWM has contracted with a number of coordinating Independent Third-Party Advisory Providers, Institutional Money Managers, and Alternative Investment Product Sponsor partners to facilitate the portfolio implementation and coordination of Investment Advisory Services on behalf of Clients in The Program. Once the Client has completed an Investor Profile, an "Investment Policy Statement" is created and an Investment Strategy is presented and approved by both the Client and CGWM, discretionary or non-discretionary investment management of the Client's assets in the Client's account among various asset classes and Eligible Securities, consistent with the Client's Investment Strategy and any reasonable restrictions imposed on the account by the Client can occur. Clients participating in The Program approve the retention of

the Independent Third-Party Advisory Provider, Institutional Money Managers, and Eligible Securities for the Client's account, provided CGWM has authority, to substitute any potential portfolio changes are to be consistent with the Client's stated goals and objectives.

#### G. THE CAPITAL GUARDIAN WEALTH MANAGEMENT WRAP FEE PROGRAM OFFERINGS:

##### ***The Capital Guardian Wealth Management Wrap Fee Program Offerings:***

Capital Guardian Wealth Management currently utilizes the services of these Third Party Investment Advisory Service Providers:

##### ***I. Capital Guardian Wealth Management Rep As Advisor Program***

Below is a description of the Investment Advisory Services and Investment Advisory Account Management that CGWM IAR's offer under the various managed account programs.

#### **I. Capital Guardian Wealth Management- "Rep As Advisor" Program**

Capital Guardian Wealth Management, LLC (CGWM) offers wrap programs to their clients. These wrap programs may be managed by a third party advisor, or by a CGWM registered financial advisor in a 'rep as advisor' program.

In the "Rep as Advisor" Program, the CGWM advisor, in consultation with the Client, will design an investment program based on the overall investment needs of the client. This program may be managed on a discretionary or non-discretionary means, which is noted in the Investment Advisory Agreement.

Investment products such as mutual funds, stocks, and etf's may be utilized in this all-inclusive Wrap Fee program, based on the investment profile of the client. All transaction costs for this program are included in the annual investment management fee. The standard management fee is as follows: (in some circumstances, the fees may be negotiable.)

\$0-\$500,000	2.2%	\$1,000,001-\$3,000,000	1.5%
\$500,001-\$1,000,000	1.8%	\$3,000,000+	1.2%

In no event will the total fee exceed 3% of the total assets under management.

The Wrap Fee is payable quarterly, in advance, or in-arrears based upon the market value of the assets in the Account as valued by the Custodian on the last day of the previous quarter. CGWM, in its sole discretion, may charge a lesser Program Fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, *pro bono* purposes, etc.).

Additional deposits and withdrawals of funds and/or securities to the Program may be made to the Account at any time. Program Fees are calculated *pro rata* (time weighted) for partial billing

periods based upon the value of the assets in the Account and the number of days in the calendar quarter. CGWM reserves the right to terminate participation in the Program if the Client's Account falls below its minimum Account size. If the Program is terminated, the Program Fee will be assessed *pro rata* and charged refunded to the Client in a timely manner. If additional assets are deposited into the Account after the inception of a quarter that exceed \$10,000, the Program Fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. Clients may withdraw assets from their Account at any time, subject to the usual and customary securities settlement procedures. If the Account is terminated during a calendar period, the Program Fee shall be prorated and refunded to the Client.

CGWM's Program Agreement and Client's agreement with the Custodian may authorize the Custodian to deduct the Program Fee from the Client's Account and remit it directly to CGWM or an Independent Manager, as applicable. In arrangements where the Program Fee is deducted directly from the Client's Account, CGWM will instruct the Custodian to send the Participant a statement, at least quarterly, indicating all amounts disbursed from their Account, including the amount of the Program Fee paid directly to CGWM.

Certain Independent Managers may impose more restrictive requirements and varying billing practices than CGWM. In such instances, CGWM may alter its corresponding requirements and/or billing practices to accommodate those of the Independent Managers.

**12b-1 Fees:** Any expected or unexpected 12b-1 distribution which are paid under distribution plans adopted by the funds pursuant to Rule 12b-1 of the Investment Company Act of 1940. CGWM, IAR's may receive all or a portion of those distribution fees from the funds (to the extent consistent with ERISA, if applicable).

#### A. OTHER CHARGES

The Wrap Fee does not include fees imposed by the Securities and Exchange Commission ("SEC") or U.S. or foreign markets or stock exchanges, the cost and expenses associated with temporary investment of the Client's funds in a money market account, transfers of assets upon termination of the account or any internal management or operating fees or expenses imposed or incurred by a mutual fund, exchange-traded fund, closed-end funds and unit investment trust in which a Client's account may be invested or special requests by the Client

Program participants may incur certain charges imposed by third parties in addition to the Program Fee. Such charges include but are not limited to fees charged by Independent Managers, custodial fees, fees identified in the Program Agreement, and charges imposed directly by a mutual fund purchased in the Client's Account which are disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges on previously-purchased mutual funds, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

#### B. FEE COMPARISON

Under the Program, Clients receive both investment advisory services and the execution of transactions includes Eligible Securities for a single, combined annualized fee, the Program Fee. The Program Fee also includes the management and transaction fees of the Independent Managers. Participation in the Program may cost the Client more or less than purchasing such services separately. The number of transactions made in the Client's Account, as well as the commissions charged for each transaction, will determine the relative cost of the Program versus paying for execution on a per transaction basis and paying a separate fee for advisory services. The Program Fee may be higher or lower than fees charged by other sponsors of comparable investment advisory programs.

#### C. CLEARING OF SECURITIES TRANSACTIONS; CUSTODY AND BROKERAGE ACCOUNT STATEMENTS

All transactions in the Account are cleared through either the Broker-Dealer or a Custodian meeting the requirements of a "qualified custodian" as defined under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended ("Custodian"), will maintain custody of the Participant's Program Assets. Program Participant's will receive confirmations of transactions executed for their Account from the Broker-Dealer and/or Custodian as well as periodic account statements as agreed with the Broker-Dealer and/or Custodian.

Currently, CGWM's accounts are custodied at Pershing, LLC ("Pershing"), who provides clearing and execution services for most such accounts. CGWM takes into account the execution, clearing and custody services provided by Pershing in establishing its "all-inclusive" fee charged to Clients. The fees charged by CGWM will not necessarily be as favorable as those which might be obtained through another investment adviser/sponsor that authorizes "Independent Managers" to select brokerage firms and that bills the Client separately for execution, clearing and custody services and investment advisory services. "Independent Managers" generally lack authority to select broker-dealers to execute trades in equity securities in the Client's account. Accordingly, portfolio managers are not authorized to negotiate commissions and the Client's account may not be able to participate in block trades affected by a portfolio manager for its other accounts. As a result, from time to time, a Client's account may not obtain best execution on a particular trade.

#### D. MARGIN USE IN THE PROGRAM

To the extent that a client authorizes the use of margin and margin is there after employed by the Registrant in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to the Registrant will be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential conflict of interest whereby the client's decision to employ margin shall correspondingly increase the management fee payable to the Registrant. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

#### E. MANAGEMENT AND EDUCATION STANDARDS



CGWM's executive management and all individuals that render investment advisory services on behalf of CGWM must have earned a college degree and/or have substantive investment-related experience. In order for a CGWM advisor to be eligible to participate in this Program, CGWM requires that the registered financial advisor have a bachelor's degree from an accredited four year college or university; the requisite securities and advisory registrations, and at least five (5) years experience in the securities industry.

The following individuals are CGWM's principal executive officers:

**DAVID MCMAHAN, CHIEF INVESTMENT OFFICER**

Born: 1973

***Post-Secondary Education:***

Winthrop University, B.S. Finance, 1996

Wake Forest University, M.B.A., 1999

***Recent Business Background:***

IPS Financial Services Corp. d/b/a McMahan & Associates – President, 1999 to Present

Capital Guardian, LLC – Registered Representative, 2006 to Present

Raymond James – Registered Representative, 1999 to 2006

***FINRA Registrations:*** 7, 24, 31, 51, 63, 65

**ALAN BOYER, CHIEF EXECUTIVE OFFICER**

Born: 1971

***Post-Secondary Education:***

Wingate University, B.S. Accounting, 1993

***Recent Business Background:***

IPS Financial Services Corp. d/b/a McMahan & Associates – Adviser, 2003 to Present

Capital Guardian, LLC – Registered Representative 2006 to Present

Wachovia Securities – 1999 to 2003

Raymond James – Registered Representative, 2003 to 2006

***FINRA Registrations:*** 4, 7, 24, 31, 63, 66

**MICHAEL FAYED, CHIEF FINANCIAL OFFICER**

Born: 1972

***Post-Secondary Education:***

Winthrop University, B.S. Accounting, 1995, M.B.A., 1997

***Recent Business Background:***

IPS Financial Services Corp. d/b/a McMahan & Associates – Advisor, 1999 to Present

Capital Guardian, LLC – Registered Representative, 2006 to Present

Raymond James – Registered Representative, 2003 to 2006

***FINRA Registrations:*** 7, 24, 28, 31, 63, 65

**MATTHEW CHOTKOWSKI, CHIEF COMPLIANCE OFFICER**

Born: 1977

***Post-Secondary Education:***

University of Vermont, B.S. in Business Administration, 1999

***Recent Business Background:***

Capital Guardian LLC – Chief Compliance Officer, 2006 to Present

Bank of America – Financial Analyst, 2002 to 2006

Investors Bank & Trust – Mutual Fund Analyst, 2000 to 2001

***FINRA Registrations:*** 7, 24

#### F. OTHER SERVICES OFFERED

CGWM also provides financial planning, non-discretionary investment advisory, and discretionary investment management services to its Clients outside of this Program. Fees for such other services may be based upon hourly fees, fixed fees and fees based on assets under management that do not include transaction fees, commissions, and other costs, which are incurred separately. The terms and conditions for these other services are set forth in Part II of CGWM's Form ADV, which is available from CGWM upon request. Brochures for such programs may be obtained through a Client's registered representative or directly from CGWM by calling 800-876-3672.

#### G. VOTING CLIENT PROXIES

CGWM generally does not vote proxies on behalf of its Clients. However, CGWM may agree to vote proxies on behalf of certain Clients in the Program. When CGWM accepts such responsibility, it will only cast proxy votes in a manner consistent with the best interest of its Clients. Absent special circumstances, which are fully-described in CGWM's Proxy Voting Policies and Procedures ("Proxy Voting Policy"), all proxies will be voted consistent with the guidelines established and described in CGWM's Proxy Voting Policy, as they may be amended from time-to-time ("Proxy Voting Guidelines"). At any time, Clients may contact CGWM to request information about how they voted proxies for that Client's securities or to get a copy of the CGWM's Proxy Voting Policy.

A brief summary of CGWM's Proxy Voting Policy is as follows:

- CGWM has formed a Proxy Voting Committee that will be responsible for monitoring corporate actions, making voting decisions in the best interest of Clients, and ensuring that proxies are submitted in a timely manner.
- The Proxy Voting Committee will generally vote proxies according to CGWM's then current Proxy Voting Guidelines. The Proxy Voting Guidelines include many specific examples of voting decisions for the types of proposals that are most frequently presented, including: composition of the board of directors; approval of independent auditors; management and director compensation; anti-takeover mechanisms and related issues; changes to capital structure; corporate and social policy issues; and issues involving mutual funds.
- Although the Proxy Voting Guidelines are to be followed as a general policy, certain issues will be considered on a case-by-case basis based on the relevant facts and circumstances. Since corporate governance issues are diverse and continually evolving,

CGWM shall devote an appropriate amount of time and resources to monitor these changes.

- In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that CGWM maintains with persons having an interest in the outcome of certain votes, CGWM will take appropriate steps to ensure that its proxy voting decisions are made in the best interest of its Clients and are not the product of such conflict.
- Proxies for securities in Portfolios managed by Independent Managers shall be voted by the Independent Manager unless the Client and the Independent Manager agree otherwise.

## H. CODE OF ETHICS

CGWM and persons associated with CGWM (“Associated Persons”) are permitted to buy or sell securities that it also recommends to Clients consistent with CGWM’s policies and procedures. CGWM has adopted a code of ethics (available upon request) that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws (“Code of Ethics”). In accordance with Section 204A of the Advisers Act, its Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by the Registrant or any of its associated persons. The Code of Ethics also requires that certain of CGWM’s personnel (called “Access Persons”) report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings. Clients may contact CGWM to request a copy of its Code of Ethics. Unless specifically permitted in CGWM’s Code of Ethics, none of the CGWM’s Access Persons may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the Access Person) any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of the CGWM’s clients. When CGWM is purchasing or considering for purchase any security on behalf of a client, no Access Person may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when CGWM is selling or considering the sale of any security on behalf of a client, no Access Person may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers’ acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

## I. ADDITIONAL POLICIES AND PROCEDURES

CGWM maintains and enforces written policies reasonably designed to: (i) prevent the misuse of material nonpublic information by CGWM or any person associated with CGWM and (ii) monitor the personal securities transactions of its associated persons to prevent any potential

material conflicts of interest between CGWM, any person associated with CGWM, and any of its Clients, including Program Clients.

## J. CONFLICTS OF INTEREST

If a Client in the Program is introduced to CGWM by either an unaffiliated or an affiliated solicitor, CGWM may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Act and any corresponding state securities law requirements. The referral fee shall be paid solely from the Program Fee and shall not result in any additional charges to the Client. If a Client is introduced to CGWM by an unaffiliated Solicitor, the Solicitor shall provide the Client with a copy of CGWM's written disclosure statement and a copy of the disclosure statement between CGWM and the solicitor containing the terms and conditions of the solicitation arrangement, including compensation. Any affiliated solicitor of CGWM shall disclose the nature of his/her relationship to prospective Clients at the time of the solicitation and will provide all prospective Clients with a copy of CGWM's written disclosure statement at the time of the solicitation.

As discussed above, a person may receive a referral fee for recommending the Program. The amount of the referral fee may be more than what the person would receive if the Program participant participated in other programs of CGWM or paid separately for investment advisory services, brokerage, and other services, and, therefore, that person may have a financial incentive to recommend the Program over other programs or services.

In exchange for utilizing the services of Capital Guardian LLC, the registered Broker-Dealer under common ownership and control with CGWM to execute securities transactions for Clients in the Program, Capital Guradian LLC and its related registered representatives may earn a commisson or charge fees for the execution services.

## K. INDUSTRY ACTIVITIES OR AFFILIATIONS

CGWM is a related entity to Capital Guardian LLC, which is a registered broker dealer with the Securities and Exchange Commission and is a member of the Financial Industry Regulatory Authority ("FINRA") and SIPC.

Certain of CGWM's investment professionals, in their individual capacities, are registered representatives of Capital Guardian LLC, the registered broker dealer. In such capacity, such investment professionals may, from time-to-time, recommend investments and/or insurance products outside of the Program for which they may receive additional compensation. The opportunity to receive additional compensation for effecting securities transactions or selling insurance products outside of the Program or purchasing Eligible Securities in the Program that pay additional compensation to the investment professional (e.g., 12b-1 fees, etc.) creates a conflict of interest.

## L. POLICY AND PROCEDURES REGARDING PRIVACY OF CLIENT INFORMATION

CGWM collects certain nonpublic personal identifying information about its Clients (such as their name, address, social security number, etc.) from information provided on investor questionnaires, applications and other forms as well as communications (electronic, telephone, written or in person) with them or their authorized representatives (such as their attorney, accountant, etc.). CGWM also collects information about Client's brokerage accounts and transactions (such as purchases, sales, account balances, inquiries, etc.).

CGWM does not disclose the nonpublic personal information collected about its Clients to anyone except in furtherance of its business relationship with them and then only to those persons necessary to effect the transactions and provide the services that are authorize by the Client (i.e., the Broker-Dealer, Custodian, Independent Managers, etc.) or as otherwise provided by law.

As also permitted by law, CGWM may disclose certain information about its Clients to third parties that perform administrative or marketing services, or participate in joint marketing programs with CGWM. These third parties are prohibited to use or share the information for any other purpose. If Clients decide at some point to either terminate our services or become an inactive Client, CGWM will continue to adhere to our privacy policy, as may be amended from time-to-time.

CGWM also restricts access to its Clients' nonpublic personal information to those employees who need that information to service the Client's Account. CGWM also maintains physical, electronic and procedural safeguards that comply with applicable federal or state standards to protect the nonpublic personal information of its Clients.

## M. CAPITAL GUARDIAN WEALTH MANAGEMENT'S PRIVACY POLICY NOTICE

Capital Guardian is committed to protecting the privacy of our customers and former customers. In order to issue and service high quality financial products and services, we collect personal information about you. **We do not sell the information you have entrusted to us to third parties** and we disclose your personal information only as necessary to provide the products and services you expect from a financial services leader. To help you understand how we protect your personal information, this notice describes our current privacy policy and practices. During the continuation of your relationship with Firm Name, we will advise you of our privacy policy and practices at least once annually, as required by law.

**You do not need to take any action as a result of this notice, but you do have certain rights as described below.**

### INFORMATION WE MAY COLLECT AND USE

We collect information about you, which we may share now or in the future. We do this to help us identify you as our customer or our former customer, to process your transactions and requests quickly, to provide investment services to you or tell you about products or services we believe you may want and use.

Information we collect includes:

- Information from you – When submitting your application, new account form, or requesting an insurance quote, you may give us information such as your name, address, Social Security number, financial, health and employment history.
- Information about your transactions – We may keep information about your transactions with our company, for example, the products you purchase from us, the amount you paid for the insurance, your account balances, or payment history.
- Information from outside our company – We may also collect other information that may include information from consumer reporting agencies such as your credit history, credit scores, driving or employment records. It may also include information from other individuals or businesses, such as medical and demographic information.

*We do not collect medical or health information in connection with securities business, except in relation to an application for a variable insurance product.*

### HOW WE TREAT YOUR INFORMATION

Capital Guardian may share the information described above with our service providers. These providers may require access to information about you to process or service transactions you have requested, to provide efficient customer services, or to inform you of our products or services you may find useful. Our service providers may be affiliated or unaffiliated, and may include financial service providers (for example, third party administrators, broker-dealers, insurance agents and brokers, registered representatives, companies that perform marketing services on our behalf, reinsurers, other financial institutions with whom we have joint marketing agreements) or non-financial companies and individuals (for example, consultants, vendors, and the Medical Information Bureau). Please be assured that we require these service providers to safeguard your personal information and to use or disclose it only for the work they are performing on our behalf, or as permitted by law.

We may provide information to regulatory authorities and law enforcement officials in accordance with applicable law or to others when we believe in good faith that the law requires it. In the event of a sale of all or part of one of our businesses, we may share customer information related to that business as part of the transaction. Unlike many other financial institutions, Capital Guardian does not sell or share your information with marketers outside our company who may want to offer you their own products and services. Neither do we share information we receive about you from a consumer-reporting agency. You do not need to take any action for this benefit.

## **SECURITY OF INFORMATION**

Keeping your information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect your information. Employees are authorized to access your information only when they need it to provide you with products and services or to maintain your accounts.

## **CONFIDENTIALITY OF MEDICAL INFORMATION**

We understand that you may be especially concerned about the privacy of your medical information. We want to assure you that we do not sell or rent to anyone your personally identifiable medical information, nor do we disclose it to others for marketing purposes. We only use and share personally identifiable medical information for purposes of processing your insurance application, administering your policy or claim, and other purposes permitted by law, such as disclosures to insurance regulatory authorities, or in response to legal process.

## **MAKING SURE INFORMATION IS ACCURATE**

We want to make sure that we have accurate information about you. Generally, upon written request, we will make your personal information available for your review. Information we have collected in connection with or in anticipation of a claim or legal proceeding will not be made available. If you believe that any of our records are inaccurate, you may notify us in writing of any corrections, amendments or deletions that you believe should be made. **Questions about accessing or correcting your personal information should be directed to:**

**Capital Guardian, LLC/Capital Guardian Wealth Management 420 Park St. Suite 100, Belmont, NC 28012. (704) 865 2900.**

**Please describe the information you wish to see or corrections required.**