

## **Signet Investment Advisory Group, Inc.**

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### **FORM ADV PART 2A BROCHURE**

**This Brochure provides information about the business practices of Signet Investment Advisory Group, Inc. If you have any questions regarding the contents, please contact us at 401.621.2221. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Signet Investment Advisory Group, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Signet Investment Advisory Group, Inc. is 123910.**

**Signet Investment Advisory Group, Inc. is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## Item 2 Summary of Material Changes

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

Since our last annual updating amendment dated February 20, 2014, there are no material changes to report.

## Item 3 Table Of Contents

|   |         |
|---|---------|
| Item 1 Cover Page   | Page 1  |
| Item 2 Summary of Material Changes  | Page 2  |
| Item 3 Table Of Contents  | Page 3  |
| Item 4 Advisory Business  | Page 4  |
| Item 5 Fees and Compensation  | Page 6  |
| Item 6 Performance-Based Fees and Side-By-Side Management                                     | Page 6  |
| Item 7 Types of Clients   | Page 6  |
| Item 8 Methods of Analysis, Investment Strategies and Risk of Loss                            | Page 6  |
| Item 9 Disciplinary Information   | Page 8  |
| Item 10 Other Financial Industry Activities and Affiliations                                  | Page 8  |
| Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading | Page 8  |
| Item 12 Brokerage Practices   | Page 9  |
| Item 13 Review of Accounts  | Page 10 |
| Item 14 Client Referrals and Other Compensation   | Page 10 |
| Item 15 Custody   | Page 10 |
| Item 16 Investment Discretion   | Page 11 |
| Item 17 Voting Client Securities  | Page 11 |
| Item 18 Financial Information   | Page 12 |
| Item 19 Requirements for State Investment Advisers  | Page 12 |
| Item 20 Additional Information  | Page 12 |

## Item 4 Advisory Business

### Description of Services and Fees

Signet Investment Advisory Group, Inc. is a registered investment adviser based in Providence, Rhode Island. We are organized as a corporation, under the laws of the State of Rhode Island. We have been providing investment advisory services since 2003. Roberta Capuano is our firm's principal owner. We offer Investment Counseling Services, and specialize in the management of individual, corporate, trust, and estate accounts, as well as charitable organizations, pension and profit sharing plans.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Signet Investment Advisory Group, Inc. and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

Our primary business is to provide discretionary portfolio management; however, in limited circumstances we may also provide portfolio management services on a non-discretionary basis. Pursuant to a grant of discretionary authority, subject to any written guidelines or restrictions you may set, we will perform various functions, at your expense, without further approval from you. On a non-discretionary basis, we will seek your approval prior to placing orders for any transaction in the given account(s). In either case, we recognize that you have individual needs that require a customized investment strategy; therefore, we work with you to develop a clear understanding of your financial situation, risk limitations, and growth expectations. Understanding an individual's total financial picture enables us to develop an investment strategy, with realistic goals, for those funds entrusted to our management. Once the client-counselor relationship is established, we provide full time management of assets. We encourage periodic review, as well as frequent informal communication, striving to continually be accessible to our clients.

When we establish a counseling relationship with you, your adviser will work with you to determine your investment objectives and constraints. Constraints include time horizon, liquidity and current income requirement, risk tolerance, financial profile, expected contributions and withdrawals, and rate of return expectations. Once these parameters are defined, we will execute appropriate security transactions for you.

Our annual fee for portfolio management services is billed quarterly in arrears based on the market value of the assets in your account at the end of each calendar quarter. If the agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client.

On an annualized basis, our fees for investment counseling services, subject to negotiation, are based on the following fee schedule:

| <b>Assets Under Management</b> | <b>Annualized Fee*</b> |
|--------------------------------|------------------------|
| First \$1,000,000              | 1.00%                  |
| Over \$1,000,000               | 0.60%                  |

\*Related accounts may be aggregated for fee calculations

\*\*If we serve as trustee/co-trustee, fees may be higher, not to exceed 2%

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you monthly. These account statements will show all transactions from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements. In circumstances where we invoice you directly for management fees, payment must be received by us within 30 days. You may direct us in writing that certain securities be unsupervised and, as a result, those assets are deducted from the billable account value for fee purposes.

Either party may terminate the engagement by providing advance written notice to the other party. Fees will be assessed pro rata in the event the agreement is terminated at any time other than the last day of a calendar quarter. Refunds of advisory fees are not applicable as our fees are payable in arrears.

### **General - Advisory Services to Retirement Plans and Plan Participants**

As disclosed above, we offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors in meeting their management and fiduciary obligations to Participants under the Employee Retirement Income Securities Act ("ERISA"). Pursuant to adopted regulations of the U.S. Department of Labor, we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to your Plan are described above, and in the service agreement that you have previously signed. Our compensation for these services is described also described above and also in the service agreement. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants, unless the plan sponsor directs us to deduct our fee from the plan or directs the plan record-keeper to issue payment for our fee out of the plan. If we receive any other compensation for such services, we will (i) offset the compensation against our stated fees, and (ii) we will promptly disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

### **Status**

In providing services to the Plan and Participants, our status is that of an investment adviser registered under the Investment Advisers Act of 1940, and we are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services, we are acting either as a non-discretionary fiduciary of the Plan as defined in Section 3(21) under ERISA, or as a discretionary fiduciary of the plan as defined in Section 3(38) under ERISA.

### **Types of Investments**

In general, we offer advice on equity securities, warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities, and U.S. Government securities.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

### **Assets Under Management**

As of December 31, 2014, we provide continuous management services for \$161,395,349 in client assets on a discretionary basis.

## **Item 5 Fees and Compensation**

Please refer to the "Advisory Business" section in this Brochure for information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through which your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the *Brokerage Practices* section of this Brochure.

## **Item 6 Performance-Based Fees and Side-By-Side Management**

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the *Advisory Business* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## **Item 7 Types of Clients**

We offer investment advisory services to individuals, businesses, pension and profit sharing plans, trust accounts, estate accounts, and charitable organizations.

In general, we require a minimum of \$500,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size.

## **Item 8 Methods of Analysis, Investment Strategies and Risk of Loss**

### **Our Methods of Analysis and Investment Strategies**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

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

The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance. The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices. Securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Long term purchases may also be affected by unforeseen long term changes in the company in which you are invested or in the overall market. Short term trading generally involves a greater degree of risk than long term trading due to market volatility over a short period of time.

In very limited circumstances, we may use margin transactions when managing your account(s). Recommending margin transactions is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your specific situation.

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

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Custodians will default to the FIFO accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

**Risk of Loss**

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

**Recommendation of Particular Types of Securities**

As disclosed under the "Advisory Business" section in this Brochure, we generally recommend several types of securities and we do not necessarily recommend one particular type of security over another, since each client has unique needs and varying risk tolerance. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

**Item 9 Disciplinary Information**

Neither our firm nor any of our associated persons has any reportable disciplinary information.

**Item 10 Other Financial Industry Activities and Affiliations**

We have not provided information on other financial industry activities and affiliations because we are not affiliated, through control or ownership, with the types of entities listed below.

1. broker-dealer, municipal securities dealer, or government securities dealer or broker
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
3. other investment adviser or financial planner
4. futures commission merchant, commodity pool operator, or commodity trading advisor
5. banking or thrift institution
6. accountant or accounting firm
7. lawyer or law firm
8. insurance company or agency
9. pension consultant
10. real estate broker or dealer
11. sponsor or syndicator of limited partnerships

**Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading****Description of Our Code of Ethics**

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



required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting us at 401.621.2221.

### **Participation or Interest in Client Transactions**

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this Brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities. In most instances, our ownership or purchase of securities will not conflict with client interests because 1) we tend to own securities with a long-term approach to investing 2) our purchases and sales will not be of a size relative to the overall trading in a security to have any meaningful price impact in the market.

## **Item 12 Brokerage Practices**

We will generally recommend that a client in need of custodial services utilize Schwab Institutional ("Schwab"), a division of Charles Schwab, a registered broker-dealer, member SIPC/NYSE. Upon properly executing a limited power of attorney, Schwab provides our firm with duplicate trade confirmations, account statements and reorganization notices, institutional traders and institutional service personnel, as well as electronic access to Signet client account information. In meeting our duty to seek best execution, we believe that the discounted commission rates charged by Schwab are fair when the full range of trading and brokerage services are considered. These services generally are available to independent investment advisers at no charge to them so long as a total of at least \$10 million of the adviser's clients' account assets are maintained at Schwab Institutional.

Additionally, we may execute purchases and sales with other brokerage firms such as Morgan Stanley Dean Witter & Co., Oppenheimer & Co. Inc., Smith Barney Shearson, Inc., Cantor Fitzgerald, Barclays Capital, and Roosevelt & Cross, Inc.

In selecting brokers for trade execution on behalf of client accounts, we always consider our duty to seek best execution, under the circumstances, for the given transaction. Pursuant to this consideration, we take into account the full range and quality of a broker's services in placing brokerage, including the value of their research services, security inventories, underwriting and trading capabilities, commission rates, financial responsibility, and responsiveness, among others.

Additionally, certain broker/dealers furnish investment research to our firm. Investment research reports may include analysis concerning the issuers, industries and the economy. This information is useful to us in the ongoing management of client accounts. We may use these brokers to effect security trades in part for investment research. Investment research furnished by brokers may be used in servicing all accounts and may not necessarily be used in connection with the accounts that paid commissions to the broker providing the research.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Block Trades**

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

## **Item 13 Review of Accounts**

Roberta Capuano, President/Chief Compliance Officer/Advisory Representative, reviews investment portfolios on an ongoing basis. Reviews of overall asset allocation and individual holdings are considered based on your stated investment objectives and documented constraints. Market values of specific holdings are monitored on a daily and a weekly basis.

The custodian of your account will issue trade confirmations and send monthly account statements directly to you. These account statements are reconciled to the internal records of our firm daily. These statements typically provide details on all account activity including, contributions, withdrawals, fees, transfers, income, purchases and sales as well as investment holdings detail. In addition, we provide a variety of portfolio reports as initiated by our firm, for presentation at meetings with you. Meetings are at your request but in most cases at least annually. The reports illustrate performance, asset allocation, as well as, portfolio appraisal reports which provide cost and market value of each security, estimated annual income, current yield, and the percentage that each security represents of the total portfolio.

## **Item 14 Client Referrals and Other Compensation**

We do not receive any compensation from any third party in connection with providing investment advice to you nor do we compensate any individual or firm for client referrals.

Please refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with our various Custodians.

## **Item 15 Custody**

We directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities monthly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Roberta Capuano, President of our firm, serves as trustee to certain accounts for which we provide investment advisory services. Ms. Capuano's capacity as trustee gives her custody over the advisory accounts for which she serves as trustee. These accounts will be held with a bank, broker-dealer, or other independent, qualified custodian. If our firm acts as trustee for any of your advisory accounts, you will receive account statements from the independent, qualified custodian(s) holding your funds and securities monthly. You should carefully review account statements for accuracy.

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us at 401.621.2221.

## **Item 16 Investment Discretion**

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a power of attorney, and/or trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the *Advisory Business* section in this Brochure for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

## **Item 17 Voting Client Securities**

Unless the right to vote such shares is reserved to the plan trustees or the named fiduciary of an ERISA account, we will exercise all voting rights with respect to the securities in our clients' accounts. We will determine how to vote proxies based on our reasonable judgment of the vote most likely to produce favorable financial results for you. Subject to our evaluation, proxy votes will generally be cast in favor of shareholders and management. Unless we receive specific instructions from you, we will not base votes on social considerations.

Except in the case of a conflict of interest as described below, we do not accept direction from you on voting a particular proxy.

Conflicts of interest between you and our firm, or a principal of our firm, regarding certain proxy issues could arise. If we determine that a material conflict of interest exists, we will take the necessary steps to resolve the conflict before voting the proxies. For example, we may disclose the existence and nature of the conflict to you, and seek direction from you as to how to vote on a particular issue; we may abstain from voting, particularly if there are conflicting interests for you (for example, where your account(s) hold different securities in a competitive merger situation); or, we will take other necessary steps designed to ensure that a decision to vote is in your best interest and was not the result of the conflict.

We keep certain records required by applicable law in connection with our proxy voting activities. You may obtain information on how we voted proxies and/or obtain a full copy of our proxy voting policies and procedures by making a written or oral request to our firm.

## Item 18 Financial Information

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

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

## Item 19 Requirements for State Investment Advisers

We are an SEC registered investment adviser therefore this section does not apply.

## Item 20 Additional Information

### Trade Errors

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

### Trade Error Correction for Accounts Held with Schwab

If an investment gain results from the correcting trade, the gain will remain in your account unless the same error involved other client account(s) that should have received the gain, it is not permissible for you to retain the gain, or we confer with you and you decide to forego the gain (e.g., due to tax reasons). If the gain does not remain in your account and Charles Schwab & Co. Inc. ("Schwab") is the custodian, Schwab will donate the amount of any gain \$100 and over to charity. If a loss occurs greater than \$100, we will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in your account) if it is under \$100 to minimize and offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in your account, they may be netted.

### Class Action Lawsuits

From time to time, securities held in your account may be the subject of class action lawsuits. We have no obligation to determine if securities held in your account are subject to a pending or resolved class action lawsuit. We also have no duty to evaluate your eligibility or to submit a claim for you to participate in the proceeds of a securities class action settlement or verdict. Furthermore, we have no obligation or responsibility to initiate litigation to recover damages on your behalf if you have been injured because of actions, misconduct, or negligence by corporate management of issuers whose securities are held in your account.

On rare occasions and at our discretion we may assist you in the completion of the class action lawsuit paperwork however our services are limited.

### Privacy Notice

Signet is committed to protecting the privacy of our clients. As a result, we have established policies and practices that protect that privacy. We keep non-public personal information about you confidential, except as permitted or required by law. We may share information about you, as necessary and as described below, with third parties that we do business with, such as Charles Schwab.

The Types of Information About You That We Collect. In the ordinary course of business, we collect, retain and use information about you to administer your account(s) and activities involving these accounts. This information, known as nonpublic personal information, is collected from several sources and includes: information we receive from you on your applications or other forms (for example, name, social security number, address); information about your transactions with Schwab (for example, information about your account balances, transfers, and beneficiary designations); and in some cases information from other third parties (for example, transfer status information from other brokerage firms). How We Protect Information. Access to client information is authorized for business purposes only. We permit our employees who need to know such information to provide services to you to have access to this client information. Employees who have access to client information are required to protect it and keep it confidential. Employees who violate this policy will be subject to our disciplinary policies and procedures.

Our protection of your nonpublic personal information extends beyond the period of your client relationship with us. If our client relationship ends, we will not disclose your information to non-affiliated third parties.

We maintain physical, electronic, and procedural safeguards that comply with all applicable laws to protect your nonpublic personal information. This includes the collection, maintenance, and disposal of such information.

*Sharing Information With Other Third Parties.* We do not share your protected information with non-affiliated third parties for the purposes of marketing their products or services.

We will provide notice of changes in our information-sharing practices. If, at any time in the future, it is necessary to disclose any of your personal information in a way that is inconsistent with this policy, we will give you advance notice of the proposed change so that you will have the opportunity to opt out of such disclosure.

***Whom to Contact Regarding Privacy Matters. You have the right to obtain access to the personal information we have recorded about you. If you identify any inaccuracy in your personal information, or you need to make a change to that information, please contact us so that we may promptly update our records.***

If you have questions concerning this notice or wish additional information regarding our Privacy Policy, please call us at 401.621.2221.

### **Disaster Recovery Plan**

Declaring an Emergency - Roberta Capuano will be considered the Disaster Team Leader and will be responsible for declaring an emergency situation. In the event Roberta Capuano is not able to make such a declaration, the responsibility will be passed on to the next person on the Team Alert List and so on and so forth until a designated Team Member can make such a declaration. Destruction of the Firm's Principal Place of Business - In the event that the principal place of business is destroyed or damaged to a point where it cannot be utilized, Roberta Capuano will contact each employee and provide instructions for reporting to work.

### **Backup System**

#### ***Purpose***

The unprecedented growth in data volumes has necessitated an efficient approach to data backup and recovery. This document is intended to provide details on the stipulations of data backup and retrieval operations to the client.

**Scope**

The intended recipients of this policy are internal departments that house their hardware in the Signet Investment Group Server environment.

**Policy**

Information Technology recognizes that the backup and maintenance of data for servers are critical to the viability and operations of the respective departments. It is essential that certain basic standard practices be followed to ensure that data files are backed up on a regular basis.

**Procedure**

The backup solution currently deployed has a Network Attached Storage (NAS) device and an encrypted off site data replication solution. The NAS provides Signet Investment with disk-based backup and also allows Signet Investment to do a disk-to-disk-to-cloud backup. The type of backup varies with the model of the server and the volume of data to be backed up.

The backup software used to control the backup processes is StorageCraft. The Systems Support team ensures that all backups are completed successfully and reviews the backup process on all servers daily. Logs are maintained to verify the amount of data backed up and the unsuccessful backup occurrences.

**Backup Types**

Backup of servers will occur every day after regular business hours. Full backup: Includes all the source files. This method ignores the file's archive bit until after the file is backed up. At the end of the job, all files that have been backed up have their archive bits turned off. Only one full backup will be done once a week followed by differential and/or incremental. Differential backups: Includes files that have been changed since the last Full (Clear Archive Bit) or Incremental backup. If the archive bit is on, the file is backed up, and archive bit is not turned off. The next time an incremental backup is done, this file is skipped (unless it is modified again). Incremental backups: Includes only files that have changed since the last Full (Clear Archive Bit) or Incremental backup. The next time an incremental backup is done, this file is skipped (unless it is modified again).

Client Information and Client Trading Records - Original client agreements, contracts, profiles, and other documentation related to each client as well as trading records, brokerage statements and confirmations are maintained in hard copy form as well as electronically at the principal place of business for the appropriate time that is required by law. After such time, the documentation may be moved off site to a secure facility where both client and firm confidentially can be assured. Additionally, the relevant client custodian, e.g. Charles Schwab retains copies of certain client records.

Annually, Roberta Capuano will review these disaster recovery plans pertaining to our client's records to determine whether modification are necessary in light of changes to the business operations, structure or location of the firm in the event of a disaster or emergency.

Communication with Clients - Upon the declaration of an emergency, where normal lines of communication are no longer available, Roberta Capuano will attempt to communicate with clients via any means available. Signet maintains a list of their current clients that includes all known contact numbers (home, work, cell phone, pager number and e-mail addresses). Roberta Capuano will keep a log of each attempt and each client contacted. In the event she requires assistance in contacting clients, assistants will be available.

**Notification of Clients of the Firm's Disaster Recovery Policies** - Roberta Capuano will notify each client upon the opening of their account of the disaster preparedness plans via the ADV Part 2A Brochure.

If you have questions concerning this notice or wish additional information regarding our Disaster Recovery Policy, please call us at 401.621.2221.