



Part 2A OF FORM ADV: **FIRM BROCHURE**

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Brochure Updated On

March 29, 2019

This firm brochure provides information about the qualifications and business practices of Guardian Pointe Private Wealth Management, LLC also referred to as "Guardian Pointe", "GPPWM", "GP", or "Firm". If you have any questions about the contents of this brochure, please contact us at 1-844-944-1044 or by email to support@guardianpointepwm.com

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Using the term "Registered Investment Advisor" does not imply a certain level of skill or training.

Additional information about Guardian Pointe also 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. Our Firm's CRD number is 284460.

Item 2 - Material Changes

This Brochure dated March 29, 2019 serves as an update to the Brochure dated March 30, 2018. While there have been no material changes to the Brochure, we have made certain routine updates.

Item 3 - Table of Contents

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

Item 4 - Advisory Business

A. Advisory Firm

With over 50 years of combined financial services experience, co-owners Richard A. Kisser and Ronald J. Briggs Jr. launched Guardian Pointe Private Wealth Management, LLC, also referred to as “Guardian Pointe”, “GPPWM”, “GP”, or “Firm”, and was approved as a Registered Investment Advisory Firm with the State of Michigan on March 17, 2017 and with the United States Securities and Exchange Commission (SEC) as of July 31, 2017.

Principal Owners

Richard A. Kisser and Ronald J. Briggs Jr. are Guardian Pointe Private Wealth Management’s Co-Principal’s and each share 50% control of this company.

B. Advisory Services

GP was created to offer personalized advisory services that may utilize investment management, financial planning, and insurance products to deliver services customized for each Client based on their needs, goals, objectives and risk tolerances. Clients may interface with individuals associated with GP

to provide its investment advisory services. These individuals are known as Investment Adviser Representative, also referred to as an “Advisor” or “IAR”.

GP provides two primary financial advisory services: 1) investment management services, and 2) financial planning and consulting services. GP manages Client’s personal investment assets, both non-IRA and IRA plans, 401K, 403B plans, pension and profit-sharing plans, trusts and estates. GP may also manage investment assets held by charitable organizations, corporations and other business entities as Clients. In addition, GP is able to provide individual Clients tailored holistic financial planning and investment management services.

Investment Management Services

Before investing, GP Advisors work with each Client to establish a customized approach. GP may also utilize risk analysis and financial planning software to assist in determining a Client’s risk tolerance, investment goals, and objectives. GP Clients may impose reasonable restrictions on the management of their account, including the designation of specific securities or a specific category of securities that should not be purchased for the account or that should be sold if held in the account, and may reasonably modify such restrictions from time to time. The Client’s may choose to establish their accounts, implementing these restrictions, on individual securities, categories, or sectors. GP reserves the right to decline to accept an account if it determines, in its sole discretion, that the restrictions imposed by the Client are not reasonable. The Client understands and acknowledges that any restrictions placed on the management of their account imposed by the Client, including restrictions in a category or categories of securities due to social screening or other restrictions, may cause account performance to deviate from the performance of the Client’s chosen portfolio. The Client, at any time, can accept or decline any investment recommendations from their Advisor. Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client’s stated investment objectives, tolerance for risk, liquidity, and suitability.

GP manages these advisory accounts on a discretionary basis. Account supervision is guided by the client’s stated goals, objectives, and risk tolerance.

GP offers seminars on general investment strategies, retirement planning principles, and/or to highlight particular services such as financial planning or investment management. These seminars are given to assist in educating the general public and to foster greater financial literacy. Seminars are open to any type of Client and attendance is free of charge. The materials, if any, provided during such seminars and educational services are intended to be exclusively educational in nature. The information contained in the seminar materials is not intended as specific individual investment advice.

Financial Planning and Consulting Services

GP may provide Clients financial plans to quantify Clients’ long term financial needs and objectives.

For each Client(s), the financial planning process customized to the Client(s) current overall financial circumstance and their long-term financial goals, objectives, and needs. Once this understanding has been established between GP’s Advisor and their Client(s), GP’s Advisor may design and propose a custom financial plan. Depending on the complexity of the Client(s) plan, financial planning software may be used for their Client(s).

The Advisor will explain to each Client their position, research, and recommendations within each proposal to maximize the value and understanding of GP’s proposed services. GP Advisors will also work with Clients’ other accredited financial professionals where applicable and desired by the Client to further maximize the value of each financial plan.

Each Plan will be based on the information the Client supplies, along with the complexity and number of planning modules needed to generate a thorough financial plan for the Client.

In some cases, GP may refer the Client to other vetted independent professionals, such as attorneys or accountants for their non-conflicted expertise. GP will work and communicate with such independent professionals, only with the Client's specific written authorization.

A conflict of interest exists between the interests of the GP and the interests of the Client because GP receives compensation for financial plans. The Client is under no obligation to act upon the Advisor's recommendations. If the Client chooses to act on any of the recommendations, the Client is under no obligation to affect any transactions through GP. It is ultimately the responsibility of the Client to implement the components of each Financial Plan.

The Client is under no obligation to initiate the Ongoing Financial Planning and Consulting Services once the initial Financial Planning and Consulting Services has been completed.

Once the Client's initial Financial Planning and Consulting Services has been completed, the Client may choose Guardian Pointe's Ongoing Financial Planning Services for further assistance. The Ongoing Financial Plan and dynamic access, where applicable, for the Client will be delivered subsequent to the signing the Ongoing Financial Planning and Consulting Services Agreement.

The Client may terminate the Ongoing Financial Planning and Consulting Services Agreement for a full refund within five (5) business days of signing the Ongoing Financial Planning and Consulting Services Agreement. A pro rata refund is available at any time before delivery of the financial plan with payment due only for work completed prior to termination. After delivery of the initial financial plan and access to the Client portal, the Client may terminate their subscription at any time. If the Client terminates their subscription, such termination will become effective at the end of the current monthly billing period along with their portal access to their financial plan.

Retirement Plan Services

GP offers investment management services to pension and profit sharing plans for a fee. Pension and profit sharing plans are generally organized as a trust, investing the assets of plan participants. Plan participants are the individuals enrolled in pension or profit sharing plans seeking individualized advice independent of their plans sponsor.

For accounts governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), GP is a fiduciary to the plan under Section 3(38) of ERISA. As a registered investment adviser, GP and its IARs work closely with plan sponsor and participants providing advisory services and support. Additionally, GP and its IARs employs third party investment advisers ("TPIAs") to provide portfolio management services of the plan assets. Both GP and the TPIA act in a fiduciary capacity under Section 3(38) of ERISA. As a 3(38) advisor and TPIA to the plan, we are authorized by the client to exercise our best judgment in all aspects of working with the plan sponsor and their plan participants for the plan assets.

We do not hold any assets of the plan but rather such assets are held by an independent custodian selected by the client. As an advisor working with TPIAs for the plan, we may help create investment guidelines (selection, removal and replacement of the plan's investment options), select investments options, support and service the plan as directed.

C. Investment Account Management

GP makes available and suggests a variety of investment management services to assist the Clients' diverse specific investment needs. Each Client may utilize tailored portfolios spanning various

strategies including Wrapped Separately Managed Accounts (“SMA”) and an Unwrapped Fee Program (also referred to as “Advisor Managed Portfolios”) to best match their goals and risk tolerance.

Separately Managed Accounts

Separately Managed Accounts (“SMAs”) are made available to Clients within the Wrap Fee Program to provide Clients access to strategies offered by Third-Party Portfolio Managers. Each SMA has a unique investment strategy and will be considered for investment on a per Client basis based on specific individual factors. GP has the ability to access additional SMAs, as appropriate, to assist Clients’ needs.

Wrap Fee Program

GP receives a portion of the fees charged from the Wrap Fee Program. GP charges a single fee for investment management, custodial services, financial advisory services, and Third-Party Money Management. If these services were rendered separately, the Client may be able to secure a lower total cost or higher total cost, depending on the sub-advisory services being used. GP Advisors are able to select from the suite of various Third-Party Portfolio Managers made available on the custodial platforms utilized by the Firm without such decisions adversely affecting the Clients’ total wealth management costs.

Unwrapped Fee Program - Advisor Managed

GP Clients may authorize their Advisor to manage all or a portion of their investment portfolio using an Unwrapped Fee Program, also referred to as “Advisor Managed Portfolios”. In this program, high frequency trading per the Client’s portfolio, is managed solely by the Advisor and normally does not involve any other Third-Party Portfolio Managers but may blend individual securities along with models managed by Third Party Portfolio Managers. Each Client’s Advisor may utilize various leveraged and sector-based exchange-traded funds (ETFs), common stock, preferred stock, convertible stocks, mutual funds, warrants, rights, corporate bonds, municipal bonds, government bonds, notes, options, or bills when authorized and in accordance with each Clients’ risk tolerance, goals and objectives.

D. Assets Under Management

As of December 31, 2018, there are approximately \$23,336,121 in discretionary assets under management and \$0.00 in non- discretionary assets under management.

Item 5 - Fees and Compensation

A. Advisory Services Compensation

The quarterly GP Management Fee is calculated based on the formulas detailed herein and agreed upon in each Client’s Investment Advisory Agreement (IAA).

GP maintains various fee structures in order to best accommodate the work, services and asset management style of its advisors necessary in an attempt to best reach each individual Client(s) goals, objective and risk tolerance. The structure for a wrapped account, managed via Third-Party Portfolio Managers, is referenced below in “Table 1 - Wrap Fee Program”; refer to the Firm’s, “Wrap Fee Program Brochure”. The structure for an unwrapped account, as an Advisor-managed portfolio, is referenced in “Table 2 - Unwrapped Fee Program”; refer to the Firm’s, “Unwrapped Investment Advisory Agreement”. In the specific case of a transitioning Advisor, the new advisor may request to maintain the same Client(s) fee structure implemented at the previous firm. The Firm will draft an investment advisory agreement that accommodates and maintains this fee structure for ease of Client(s) transition. This structure will continue until the Advisor introduces other methods of portfolio management and a subsequent fee structure that aligns accordingly. This may include, Wrapped or Unwrapped: Tapered, Tiered, in arrears or in advance fee structures, they may also have various billing rates which do not

exceed 2.48%. This will be specifically outlined in the Firm's Investment Advisory Agreement (IAA) for **Transitioning Advisors and their Client(s)**. The Advisor may utilize various methods of management in accordance with a Client(s) unique objectives and account types. Additionally, the Advisor may utilize a combination of different methods to best serve the Client(s) needs.

GP's Management Fees are calculated as a per annum fee equal to the following applicable percentages of the Client(s) assets under management, which shall be billed in advance for the quarter are based on the ending account balance as of the last business day of the prior quarter month. For Client(s) electing TD Ameritrade Institutional as their custodian, the management fees are calculated by the CJ accounting team. For Client(s) electing Folio Institutional, A division of FOLIOfn Investments, Inc., as their custodian, the management fees are calculated by Folio Institutional's billing team. Such billing shall occur within 15 days of the quarter beginning either by direct payment by the Custodian from the Client(s) Custodial Account or from another personal account of the Client(s) paid to GP.

GP Advisors reserve the right to negotiate fees with Clients based on the complexity of the Clients' needs and level of service required.

B. Fee Deduction

Clients have the option to have the advisory fee deducted directly from their assets being managed or billed to them and paid from another source per the fee schedule listed in the Wrap and/or the Unwrapped Fee Program.

Comparable services vary, and lower fees for comparable services may be available from other sources. In order to comply with the California Code of Regulations (CCR Section 260.238(J)), we are disclosing that lower fees for comparable services may be available from other sources.

If a Client wishes to dispute a fee amount, the formula used for calculation, or any other issues relating to the GP quarterly billing, the Client may do so by contacting their Advisor, call 1-844-944-1044 and ask for Client Relations Manager, or email your dispute to support@guardianpointepwm.com. Once the dispute has been confirmed, a manual correction will be made accordingly to the Client's account.

Wrap Fee Program

GP acts as sponsor and Advisor for the GP Wrap Fee Program.

Fees are paid from the GP Wrap Fee Program to each Third- Party Portfolio Manager for sub-advisory services provided to the Client. These fees vary from firm to firm, based on factors such as strategy type, complexity, trading frequency, and total assets managed by each Third-Party Portfolio Manager acting as sub-advisors for GP Clients.

GP reserves the right to offer negotiated fees to Clients. Clients may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and third-party money manager making up their total portfolio. This program may cost the Client more or less than purchasing securities or advisory services separately. The factors that bear upon the relative cost of the program may include some or all of the following:

- Trading activity on behalf of the Clients account
- Window trading fees
- Record keeping services
- Administrative services
- Advisory and financial plan services
- Proprietary portfolio management services
- Custodial fees

Comparable services vary, and lower fees for comparable services may be available from other sources. GP is compensated from the fees paid through the Wrap Fee Program. GP's compensation is the remainder of the fees paid after all included costs and expenses are paid for. Portfolio Managers of sub accounts within the Wrap Fee Program are compensated between 40-100 basis points for providing portfolio management services. Folio custodial fees are inclusive of window trading fees, record keeping, and administrative services. Clients wishing to place a non-window individual securities trade will have a separate cost. These additional costs are referred to as "Step Out Fees". Please see the "Step Out Fees" section for further cost details.

Wrap fees withdrawn from the Client's account by Folio Intuition will be calculated by the Folio Institutional's Billing Department. Wrap fees withdrawn from the Client's account by TD Ameritrade Institutional will be calculated by GP's accounting department.

Please reference "Table 1. Wrapped Fee Program" below to calculate the quarterly fee.

Table 1. Wrap Fee Program	
Managed Assets	Percentage of Assets
Assets under \$250,000.99	2.48%
Assets between \$250,001 - \$500,000.99	2.38%
Assets between \$500,001 - \$750,000.99	2.28%
Assets between \$750,001 - \$1,000,000.99	2.18%
Assets between \$1,000,001 - \$1,500,000.99	2.08%
Assets between \$1,500,001 - \$2,000,000.99	1.98%
Assets between \$2,000,001 - \$3,000,000.99	1.88%
\$3,000,001.00 and above	1.78%

The Wrap Fee Program will be calculated as follows:

The total amount of assets per Client account at end of calendar quarter x annual percentage of assets charged to Client ÷ 4 quarters = quarterly amount deducted from Client's account.

The Advisor recommending the Wrap Fee Program to the Client receives compensation as a result of the Clients' participation in the program. The portion of the compensation may be more than what the person would receive if the Client participated in other programs or paid separately for other advice or services, therefore the person

may have a financial incentive to recommend the Wrap Fee Program over other programs or services.

The minimum amount required to open an account is \$250,000 for asset management services. However,

in its sole discretion, the GP Advisor may waive or lower this minimum. Advisors that elect to lower the required minimum amount to open an account for a Client will specify that a minimum quarterly fee of \$75.00 will take precedence over the GP Fee, should the result be a greater dollar amount than that provided for in Table 1.

Step out fees

Clients participating in the Wrap Fee Program may also incur additional charges, where applicable, such as Annual IRA fee and ETF internal expense fees. Additionally, clients may purchase individual securities outside of the Wrap fee program. The client will incur a \$3.95 charge for the purchase and \$3.95 for the sale of each individual securities the Client chooses to hold outside of Third-Party managed models and allocations. GP and its Advisors receives no compensation from these charges/fees stated above.

Unwrapped Fee Program

GP offers an Unwrapped Fee Program considered to be Advisor managed for any clients requesting high frequency trading. Customarily, a Third-Party Money Managers is not utilized but instead, the GP Advisor manages a portfolio of individual stocks, ETFs, or mutual funds themselves on behalf of their

Clients. There are some instances where a low-cost Third-Party Money Manager or SMA may be recommended by the Advisor as part of the overall Client's portfolio.

GP reserves the right to negotiated fees to Clients. Clients may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and third-party money managers which will make up their total portfolio. This program may cost the Client more or less than purchasing securities or advisory services separately.

Please reference “**Table 2. Unwrapped Tapered Fee Program** or **Table 3. Unwrapped Tiered Fee Program**” below to calculate the quarterly fee.

Table 2. Unwrapped Tapered Fee Program	
Managed Assets	Percentage of Assets
Assets Under \$1,000,000.00	1.50%
Assets Between \$1,000,000.01 - \$3,000,000.00	1.25%
Assets Between \$3,000,000.01 - \$5,000,000.00	1.00%
Assets Over \$5,000,000.01	0.85%

Table 3. Unwrapped Tiered Fee Program	
Managed Assets	Percentage of Assets
On the first \$1,000,000.00 of Client Assets	1.50%
Assets Between \$1,000,000.01 – \$3,000,000.00	1.25%
Assets Between \$3,000,000.01 - \$5,000,000.00	1.00%
Assets Over \$5,000,000.01	0.85%

The Unwrapped Fee Program (referred to as “Advisor Managed Portfolios”) will be calculated as follows:

The total amount of assets per Client account at end of calendar quarter x annual percentage of assets charged to Client ÷ 4 quarters = quarterly amount deducted from Client's account.

Clients participating in the Unwrapped Fee Program may also incur additional charges such as SRO/SEC fees, trading fees, custodial fees, IRA fees, transactional fees, ETF, and mutual fund expenses for underlying holdings. GP is not compensated in any way by these additional fees described above. These fees are incidental to rendered Advisory services provided by your GP Advisor.

C. Other Types of Fees/Expenses

Financial Planning Services Fees

When a Client wishes to engage a GP Advisor for financial planning services, the Client will compensate GP on an hourly fee, fixed fee, or ongoing subscription fee basis agreed upon by the Client in the “Financial Planning and Consulting

Services Agreement” or the “Ongoing Financial Planning and Consulting Services Agreement”.

1) Fixed Fee

Financial Planning Services are offered based on a negotiable fixed fee based on complexity and unique needs for each client. The Advisor will also take into consideration the number of meetings required to complete the plan, along with the client's request for a number of face to face meetings per year with the advisor. An additional consideration for the cost of the plan is due to the robust capability of the software which can include all outside investment assets, banking, insurance, and annuities along with a private document vault tailored for each client. All of this can all be incorporated into the software's algorithm along with advisor oversight of the client's total financial plan once completed.

The financial planning and consulting services agreement will detail the price and payment methods for the clients financial plan services. The Client may terminate the Financial Planning and Consulting Services Agreement for a full refund within five (5) business days of signing the agreement. A pro rata

refund is available at any time before delivery of the financial plan with payment due only for work completed prior to termination.

2) Hourly Fee

Financial Planning Services are offered based on an hourly fee negotiated with the Client(s). The number of hours estimated will be based on complexity and unique Client(s) needs. For Client(s) engaging financial planning services on an hourly basis, the financial planning and consulting services agreement will detail the price and payment methods for the clients financial plan services. The Client(s) may terminate the Financial Planning and Consulting Services Agreement for a full refund within five (5) business days of signing the agreement. A pro rata refund is available at any time before delivery of the financial plan with payment due only for work completed prior to termination.

Ongoing Financial Planning and Consulting Services Fees

Once the financial plan is completed, the Client(s) may choose to open and maintain a dynamic real-time encrypted portal to access their financial plan using a selected software program. This is considered to be part of our ongoing financial planning software service that is offered to Client(s) that complete a financial plan with CJ. The Ongoing Financial Planning and Consulting Services Agreement is based on the complexity, level of service, unlimited changes/updates, Client(s) specific factors and general ongoing financial planning support/consultation by their Advisor. Client(s) will be invoiced on the first business day of each month to maintain this ongoing financial planning service.

GP will not charge any account opening, set up, or closing fee.

Plan Sponsor Fees

Plan Sponsor Fees – Our fee for investment advisory services for plan sponsors varies based on the amount of assets we manage. Typically, fees are a fixed percentage of the assets under management. Our compensation range is 1.18% to 1.48% inclusive of the TPIA service fees of the assets under management at the end of a given calendar quarter.

D. Advanced Fee Payment & Refund Structure

GP's Management Fees are calculated as a per annum fee equal to the following applicable percentages of the Client's assets under management, calculated the last day of each quarter. GP shall bill quarterly in advance for the new quarter based on the prior quarter's ending account balance on last day of the quarter. After a notification has been sent to the Client, billing shall occur within 15 days of the quarter beginning by direct debit by the Custodian from the Client's Custodial Account to GP in accordance with the payment protocols for each Custodian. Clients also have the option to have the advisory fees deducted from their assets or billed separately per the fee schedule listed in the Wrap and/or the Unwrapped Fee Program.

The Investment Advisory Agreement between GP and the Client may be modified upon such terms as may be mutually agreed upon in writing. The Investment Advisory Agreement is terminable within five (5) business days, without penalty, from the date of acceptance. Either party may terminate the Investment Advisory Agreement by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice. GP will notify the applicable Custodian about the termination.

Once a Client account has been transferred (closed), the Client will be contacted by GP to facilitate a pro rata fee refund. GP will refund the pro rata fees to the Client's custodial account to be swept to Client's chosen financial institution. The pro-rata refund amount owed to Clients will be calculated as follows:

Fees paid to GP during the current calendar quarter divided (\div) by the number of days in the current quarter multiplied(\times) by the number of days remaining until the end of current calendar quarter equals the amount to be refunded.

*NOTE: Notice of termination by Client(s) should be sent to the Firm at 1024 E. Grand River Ave Brighton MI 48116 or email to support@guardianpointepwm.com.

E. Other Compensation

GP and its Advisors do not receive any commissions or additional compensation for any mutual fund or variable annuity 12b-1 fees or any other securities related transactions.

GP may work with a custodian/broker dealer that can receive and reimburse/credit to the Client for the variable annuity 12b-1 fees. In this instance only, GP would charge the Client an appropriate advisory fee for the oversight, advisory services, and sub-account management of the variable annuity, as part of the Client's total managed portfolio.

The Advisors of GP may have a current relationship with AIP Marketing Alliance, The AIP Group and or Assured Investment Planners which are a closely held entity by one of the direct owners, Richard Kissner, for the purpose of shopping and placing their fixed life, fixed annuity, and long-term care insurance business. The GP Advisor, in almost all cases, must place all fixed business through AIP Marketing Alliance, The AIP Group and or Assured Investment Planners for the purpose of offering a variety of options, for the best interest of the Client, with fixed life, fixed annuity, and/or long-term care insurance products. A conflict may arise due to the fact that Advisors of GP are compensated for the sale of such insurance products by commissions paid directly from the insurance carrier to the Advisor. The Advisor has numerous carriers and products to review with the Client and select the appropriate option to meet the Clients' needs. As a fiduciary, the Advisor is required to recommend investment and insurance products based on the needs of the Client and not based on the compensation received. Clients will not be offered insurance products unless the IAR is appropriately licensed to sell insurance products in the state the client resides in.

Advisors of GP acting in a fiduciary capacity may recommend the use of fixed life insurance or annuity products based on the specific circumstances, goals, objectives, and risk tolerance of each Client. Clients are under no obligation to act on the Advisors insurance recommendations, but this may generate an additional review of the Client's goals and objectives based on this decision. If a Client elects to act on any recommendation, the Client is under no obligation to affect the transactions through their

GP Advisor or AIP Marketing Alliance, The AIP Group and or Assured Investment Planners.

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

GP does not accept or charge performance based or side by side management fees at this time.

Item 7 - Types of Clients

We offer services to accredited investors, qualified purchasers and retail clients as defined by the federal securities laws. These may include, but not limited to, the following types of clients:

- Individuals
- High net worth individuals & family offices
- Operating businesses
- Private investment companies
- Small to mid-sized banks and credit unions
- Trusts
- Sponsors of private company defined contribution plans
- Non-profit entities
- Plan participants (403(b), 457, 401(k))
- Non-profit entities
- Multinational citizens
- Non-U.S. citizens

The Firm may enter into agreements with other registered investment adviser firms to serve as a sub-adviser. The assets managed are reported as AUM of the primary adviser and not included in our AUM. We may refer to these assets as assets under advisement.

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

Investing in securities involves risk of loss which our Clients should be prepared to bear. No amount of analysis or diversification can wholly account for or eliminate market volatility and systematic risk. Investment strategies will be subject to methods of analysis by the Third-Party Portfolio Manager, the Firm and/or its advisors as described herein.

A. Methods of Analysis

Methods of analysis and investment strategies include charting, fundamental, tactical, cyclical and technical analysis, independent research, and asset allocation implementation strategies. Proprietary programs and software may be used to identify market points where either “buy” or “sell” signals are recognized. These signals assist the portfolio managers and/or IAR’s in implementing the specified management strategies of the various managed programs. Quantitative analysis can also be used when analyzing securities. This analysis uses current and historical pricing information to help identify trends in both the domestic and foreign equity and fixed income markets. Technical indicators such as moving averages and trend lines may be further used to identify entry and exit points. Various fundamental data such as overall economic conditions, industry outlook, interest rates and political climate are also considered.

GP and its Advisors’ methods of analysis may include some of the following criteria: analysis pertaining to the selection of Third-Party Portfolio Managers to be made available within the Wrapped Fee Program, as well as the following criteria: income, risk tolerance, sector, market capitalization, long term needs and objectives.

B. Investment Strategy

GP’s Clients may participate in a variety of strategies which generally fall into either of the following two categories: active and passive investment management.

Active Investment Management

Active asset management may entail periodic evaluation and investment selection in accordance with the goals and objectives of each Client. GP Clients have two options to participate in active investment management, Advisor Managed Portfolios or Third-Party managed accounts within the GP Wrap Fee program. For detailed information on active investment management with GP, see Item 4 Advisory Business – Investment Account Management above.

Passive Investment Management

Passive asset management entails selecting investments based on appropriateness with regards to each Client’s risk tolerance, goals, and objectives.

Once investments are chosen, they are usually held for the long-term and replaced only as appropriate with regards to changing market conditions and each Client's risk tolerance, goals, and objectives. For detailed information on passive investment management with GP, see Item 4 Advisory Business – Investment Management above.

GP and its advisors may use several investment strategies to implement investment advice provided to our clients, including but not limited to:

- Long-term purchases (to hold more than one year)
- Short-term purchases
- Trading
- Relative value
- Long/short ETFs & Mutual Funds
- Tactical rotation
- Sector rotation
- Margin transactions
- Options writing, including spread strategies

GP also analyzes the type of investment strategy each Third- Party Portfolio Manager provides if that strategy is an effective vehicle to achieve particular investment objectives if the strategy is within the broad risk tolerances of our Clients.

Third-Party Portfolio Manager Review

Third-Party Portfolio managers providing sub-advisory services to GP Client(s) are reviewed periodically to determine their ongoing utility to GP Advisors and their Client(s). The criteria may include a review of performance history, investment costs, assets under management, and MAR ratio (measurement of returns adjusted for risk).

C. Risk of Loss

Investment Risk

An investor should consider the investment objective, risks, charges, and expenses carefully before investing. Investing, including into the strategies and analyses detailed above, involves exposure to risks. There is no guarantee that any investment model will achieve its stated investment objectives. An investment is subject to the risks listed above, including the possible loss of the principal amount invested. Investments are not FDIC insured, may lose value, and have no bank guarantees.

Item 9 - Disciplinary Information

There is no material disciplinary information to disclose in this section.

Item 10 - Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

GP does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker- dealer.

B. Commodity Affiliation

GP does not have anyone registered or pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Relationships/Conflicts

Advisors of GP may be licensed and appointed to sell numerous insurance products through various insurance companies to assist in fulfilling their Clients planning needs. These insurance products, whether it is life insurance, disability insurance, and fixed or indexed annuities, will be offered through

AIP Marketing Alliance, The AIP Group and or Assured Investment Planners. A conflict of interest may arise due to the fact that that Richard A. Kisser is a co- owner of GP and the Chief Executive Officer of AIP Marketing Alliance, The AIP Group and or Assured Investment Planners which were established in 1994. They are a national distributor of both fixed life insurance and fixed annuities products, operating in 48 states with thousands of licensed agents around the country. Advisors of GP are compensated for the sale of such insurance products by commissions paid directly from the insurance carrier to the Advisor. These commissions are in addition to fees paid by the Client for assets under management with GP. These conflicts are mitigated because GP does not receive any commission compensation for the sale of insurance products by its Advisors. As a fiduciary, the Advisor will act in the best interest of the Client, independent of the amount of commission received. GP Clients' are not required to purchase any insurance products recommended by the GP Advisor, but this may generate an additional review of the Client's goals and objectives based on this decision.

GP Advisors' may utilize A Smarter Way To Invest, Inc., also known as "ASWTI", for portfolio management services for their Clients as a third-party asset management firm. ASWTI is a SEC Registered Investment Advisory firm which offers asset management services to outside Registered Investment Advisory Firms, and grants such Firms access to ASWTI's various proprietary and non-proprietary dynamic asset allocation strategies and investment models. This may create a conflict due to the fact that Ronald J. Briggs, Jr. is the Founder, Chief Executive Officer, Chief Compliance Officer, & Chief Investment Strategist of ASWTI and is also a co-owner of GP. GP will financially benefit from client assets placed with ASWTI. This conflict can be mitigated as GP Advisors, working with their Clients, can choose from numerous third-party money managers/sub-advisors, mutual funds, etc., that are made available to them through the two (2) custodial platforms (Folio Institutional & TD Ameritrade Institutional).

GP will not refer Clients to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

Ronald J. Briggs, Jr. is the Founder, Principal, Advisor and Chief Compliance Officer of Caitlin John, LLC (CJ), a SEC Registered Investment Advisor Firm. This affiliation is not material to GP's business or its Clients because CJ does not in any way engage with the Advisors or Advisory Clients of GP.

All Service and Support Employees of the above 3 registered Advisory Firms are employed through a single management company called Entry Point Advisor Network ("EPAN"). EPAN is owned under common control by Kristen Briggs spouse of Ronald J. Briggs, Jr. EPAN employs business development advisors to recruit, support, and service IARs of CJ and GP. These business development advisors are both W-2 and 1099 employees and receive compensation in the form of salary and commissions. Part of this compensation may reflect compensation based on total AUM of the IARs they support.

D. Advisor Recommendations

GP does recommend other investment advisors for their Clients. GP does receive compensation directly or indirectly from outside advisors. Please see **Item 10.C. Relationship/Conflicts** for further details.

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

A. Code of Ethics

Our Firm has adopted a Code of Ethics ("Code") which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

Guardian Pointe Private Wealth Management and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement, and record-keeping provisions by the GP Compliance Department.

Guardian Pointe Private Wealth Management's Code of Ethics further includes the Firm's policy prohibiting the use of material non-public information relating to Client account portfolios or transactions of GP. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity. Any employee or Advisors will not disclose any non-public information relating to the business or operations of GP unless properly authorized to do so.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to support@guardianpointepwm.com, or by calling us at (844)944-1044.

B. Material Financial Interest and Conflict of Interest

Guardian Pointe Private Wealth Management or individuals associated with our Firm may buy securities for the Firm or for themselves from our advisory clients; or sell securities owned by the Firm or the individual(s) to our advisory clients. We monitor such transactions for compliance with the provisions of Section 206(3) of the Advisers Act governing principal transactions to advisory clients.

GP, its Advisors, and employees currently have no material financial interest in any publicly traded securities. Advisors shall avoid any action, whether for personal profit or otherwise, that results in a conflict of interest with GP or its Client accounts, or which may be otherwise detrimental to the interests of Clients of GP. They will not attempt to improperly use influence for their personal benefit.

In addition, access persons of our Firm are required to report all personal securities transactions conducted in our affiliated mutual fund(s).

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our Firm and/or individuals associated with our Firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

It is the expressed policy of our Firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

At no time, will GP or any associated person of GP, transact in any security to the detriment of any Client(s). Client(s) needs are considered first.

C. Same Securities Purchase and Conflicts of Interest

GP and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide GP with copies of their brokerage statements.

D. Client Securities/Trades and Concurrent Firm Securities Transactions - Conflicts of Interest

GP does not maintain a Firm proprietary trading account and does not have a material financial interest in any securities being recommended. However, employees may buy or sell securities at the same time they buy or sell securities for Client(s). In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide GP with copies of their brokerage statements..

The Chief Compliance Officer of GP is Ronald J. Briggs, Jr. Mr. Briggs reviews all employee trades on a periodic basis. The personal securities transactions reviews evaluate the possible misuse of personal trading in violation of its Code of Ethics policy.

Item 12 - Brokerage Practices

A. Soft Dollar Benefits

GP does have access to research as a soft dollar benefit from TD Ameritrade Institutional. Because GP may receive such soft dollars, GP may have an incentive to select or recommend a particular broker dealer based on interest in receiving such research. GP does not charge the Client brokerage commissions to obtain research. GP manages this conflict of interest by offering each Client relationship a choice of a custodian, TD Ameritrade Institutional and Folio Institutional, for fee based asset management offered by GP.

GP also may use Kingdom Trust for certain asset types and self-directed IRA's not able to be held at TD Ameritrade Institutional or Folio Institutional.

B. Brokerage for Client Referrals

GP does not currently receive any Client referrals from any broker-dealer or Third-Party.

C. Directed Brokerage

GP currently makes available two options, TD Ameritrade Institutional or Folio Institutional, for Client brokerage and directs Clients to either for the purposes of trade execution and custodial management. In addition, certain proprietary advisory programs are only made available on these two platforms through GP and/or our affiliates. These proprietary advisory programs are not offered to any other firm or advisor that is not affiliated with GP. These proprietary Third-Party Advisory programs, such as TAMPs and/or SMAs, are currently only offered on these 2 platforms, although Clients may find similar or unique programs offered elsewhere. Even though the Advisor has the obligation, as a fiduciary, to best execute Client trades and transactions, it is possible that the Advisor may not be able to achieve the most favorable execution of Client transactions in every case. This practice may or may not cost the Client more money. GP and or its Third-Party Advisors, acting as fiduciaries, will always act in the

best interest of the Client and will always try to achieve the best possible trade execution on behalf of all Client accounts.

D. Aggregate of Client Trades

GP may aggregate Client(s) orders using omnibus trading (block trades) for purchase and sale recommendations. Folio Institutional and TD Ameritrade Institutional allow for the aggregation of such orders, and GP intends to take advantage of such aggregation to obtain competitive pricing on all transactions.

Aggregated orders are usually managed through GP's internal portfolio manager or where applicable, the Third-Party Money Managers used by GP. Please see the brokerage practices of these Third-Party Money Managers as disclosed in their Firm Brochures. Trading costs through Folio Institutional and TD Ameritrade Institutional are as described in "Item 5 – Fees and Compensation" in this brochure.

In certain circumstances GP may, to best serve Client(s), place non-aggregate individual trading orders. Non-Aggregated orders may be placed on an individual Client(s) basis in order to meet Client(s) needs including but not limited to distributions, unusual/extraordinary circumstances, or at the request from a Client(s). Client(s) may incur additional costs by not aggregating their trade orders.

Item 13 - Review of Accounts

The GP Investment Advisor Representatives are required to review with each of their Client(s) investment accounts, at a minimum, annually. Additional reviews can also take place whenever the Client(s) may choose by contacting their Advisor. Additionally, reviews can be requested by the Client(s) with their Advisor to inform them of a life changing event that may affect a change to the following criteria: income needs, risk tolerance, sector, market capitalization, long term needs, goals and objectives of the Client(s).

The Client(s) can review the status of their accounts at any time by going online at any time to www.advisorclient.com or www.folioClient.com to review securities held and managed by GP.

Item 14 - Client Referrals and Other Compensation

GP does not currently have arrangements, nor receive compensation for any Client referrals. GP also does not compensate anyone for Client referrals.

Item 15 - Custody

Client accounts will be opened, and all assets held at either Folio Institutional or TD Ameritrade Institutional in the Client's own name. GP will never have custody of any assets or securities in the Client's account. As per regulatory interpretation, GP is considered to have a form of indirect custody. This is due to the fact that GP authorize the custodian to withdraw and pay management fees to GP and/or the TPIA as agreed upon and authorized by the Client as per the Investment Advisor Agreement.

Each Custodian, Folio Institutional or TD Ameritrade Institutional, will send monthly notifications to the Client by email when their latest statement is ready for review. The location of the statement to view is in the Client's secured file cabinet within the custodian's platform as described in the agreement with the Client and their chosen custodian. For accounts held with Folio Institutional, Clients can go online to the Client portal at www.folioclient.com and for accounts held with TD Ameritrade Institutional, Clients can go online to www.advisorclient.com and log into their account to review their current and past statements which will include all trade & transaction confirmations, fee billing, current balances, etc. and will also be made available to GP and the Client's Advisor.

GP advises the Client to always carefully review their statements. If the Client finds any discrepancies or has any questions, concerns, or simply forgot how to access their account on line, they can contact their Advisor, call 1-844-944-1044 and ask for the Client Relations Manager, or email your concerns to support@guardianpointepwm.com.

Item 16 - Investment Discretion

Clients may hire GP to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our Firm and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

Item 17 - Voting Client Securities

We do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request we will answer questions about voting a specific proxy solicitation.

Item 18 - Financial Information

Under no circumstances does GP require or solicit payment fees in excess of \$1,200.00 per Client more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement.

As a Firm that has discretionary authority and a form of limited custody of the Clients' accounts via the custodian directly deducting the Clients' fees from their accounts, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Currently, there are no financial conditions that would impair our ability to meet our contractual commitments to our Clients. Should any arise, GP will notify the Client according to SEC guidelines.

Guardian Pointe Private Wealth Management has not been the subject of a bankruptcy petition at any time during the past ten years.