

# **Strategic Asset Management Group Advisors, Inc. WRAP-FEE PROGRAM BROCHURE**

**FORM ADV PART 2A  
APPENDIX 1**

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This brochure provides information about the wrap-fee program offered by Strategic Asset Management Group Advisors, Inc. If you have any questions about the contents of this brochure, please contact us at (954) 473-1110 or via e-mail at [suzie@1samgroup.com](mailto:suzie@1samgroup.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Strategic Asset Management Group Advisors, 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 Strategic Asset Management Group Advisors, Inc. is 135832.

Strategic Asset Management Group Advisors, 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 15, 2023, we have had no material changes to our Brochure.

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## Item 4 Services, Fees and Compensation

Strategic Asset Management Group Advisors, Inc. ("Strategic" or "SAMGA") is a registered investment adviser based in Fort Lauderdale, Florida. We are organized as a corporation under the laws of the State of Florida. We have been providing investment advisory services since 2005. Robert F. Oden is our principal owner.

As used in this brochure, the words "we," "our" and "us" refer to Strategic Asset Management Group Advisors, 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 or Investment Adviser Representative throughout this brochure. As used in this brochure, our Associated Persons or Investment Adviser Representatives are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

We offer discretionary asset management services through a wrap-fee program ("Program") as described in this wrap-fee program brochure to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities. We are the sponsor for the Program and manage some wrap accounts ourselves and also utilize unaffiliated, third party advisers ("TPA") as portfolio managers. A wrap-fee program is a type of investment program that provides clients with asset management and brokerage services for one all-inclusive fee. If you participate in our wrap-fee program, you will pay our firm a single fee and you will not pay separate transaction charges imposed by the custodian of your account as we will absorb those charges.

Prior to becoming a client under the Program, you will be required to enter into a separate written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

### **Client Investment Process**

Our firm will obtain your financial data and assist you in determining the suitability of the Program based on information obtained from you. After gathering information about your financial situation and objectives, we will then assist you in the selection of a Portfolio Manager or TPA based on your Investment Policy Statement ("IPS"), or profile objectives and guidelines for the account.

Under the Program, you will grant the Portfolio Manager or TPA discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign or trading authorization forms. You may limit the Portfolio Manager or TPA's discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing.

Restrictions and guidelines you impose may affect the composition and performance of your portfolio. For these reasons, performance of your portfolio may not be identical with the average client of the Portfolio Manager or TPA.

We recommend the brokerage and custodial services of Pershing, LLC, a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. We believe that Pershing, LLC provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by Pershing, LLC, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and

services Pershing, LLC provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere. Associates of SAMGA are also registered representatives of Lincoln Investment and Lincoln Investment has a clearing arrangement with Pershing, LLC. Therefore, all accounts opened at Pershing, LLC are introduced through Lincoln Investment.

To compare the cost of the wrap-fee program with non-wrap-fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by Pershing, LLC or other broker-dealers, and the advisory fees charged by investment advisers.

### **The Program Fee**

We charge an annual "wrap-fee" for participation in the Program based a percentage of assets under management as shown on the following fee schedule:

<b>Assets Under Management</b>	<b>Annual Fee</b>
\$1,000,000 to \$2,500,000	1.50%
\$2,500,001 and above	Negotiable

Our firm pays transaction-related expenses for trades placed on your behalf. Our Program fee includes the fee we pay to the Portfolio Manager for their management of your Account and Pershing, LLC's transaction or execution costs. The Program fee may be negotiable in some circumstances based on a variety of factors, such as, size, type of account, and complexity. Client may be responsible for paying certain charges in addition to the Program Fee. Such charges include, but are not limited to:

- Annual and/or maintenance fees, which are disclosed in the appropriate disclosure documents by Pershing, LLC;
- Charges by Pershing, LLC to deliver statements, confirms and/or reports in paper format;
- Electronic fund, wire transfer, account transfer and/or overnight shipping fees;
- Charges imposed directly by a mutual fund purchased for the client's account, which shall be disclosed in the mutual fund's prospectus (e.g. fund management fees and other fund expenses), fund redemption fees and/or contingent deferred sales charge;
- Transfer taxes;
- Exchange or similar fees (such as for ADRs) charged by third parties, including issuers, and fees required by the SEC or any other regulatory agencies; and
- Any other charges mandated by law or otherwise agreed to by you and SAMGA with regard to your account

The annual fee for Program is billed quarterly in advance based on the market value of the assets on the last day of the preceding quarter. The first payment is due when the wrap-fee program agreement is executed. If the wrap-fee program 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.

If assets are deposited after the inception of a quarter and subsequently withdrawn prior to the end of the same quarter, the fee will be prorated based on the number of days during the quarter the assets were held in the account and payable at the next quarter billing.

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 at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

We encourage you to review the statement(s) you receive from the qualified custodian. If you have any questions regarding the statement(s) you receive from the qualified custodian please call our main office number located on the cover page of this brochure.

### **Termination of Advisory Relationship**

Either party to the wrap-fee program agreement may terminate the agreement within five days from the date of acceptance without penalty to you. After the five-day period, either party may terminate the wrap-fee program agreement upon 30-days written notice to the other party. The wrap-fees will be prorated for the quarter in which the termination notice is given and any unearned fees will be refunded to you.

Upon termination of accounts held at Pershing, LLC they will deliver securities and funds held in the account per your instructions unless you request that the account be liquidated. After the wrap-fee program agreement has been terminated, transactions are processed at the prevailing brokerage rates/fees.

### **Wrap-Fee Program Disclosures**

- You should be aware that participating in a wrap-fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately and/or from other advisers or broker-dealers.
- Our firm and associated persons receive compensation as a result of your participation in the wrap-fee program. This compensation may be more than the amount our firm or our associated persons would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and our associated persons may have a financial incentive to recommend the Program.

### **Additional Fees and Expenses**

The Portfolio Manager or TPA we help you select may invest in mutual funds and exchange traded funds. The fee that you pay our firm to participate in the Program is 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.

There may be other costs which are not included in the Program fee, such as national securities exchange fees; charges for transactions not executed through Pershing, LLC; costs associated with exchanging currencies; wire transfer fees; or other fees required by law. Additionally, Pershing, LLC may charge various platform or custodial fees which are described more specifically in the disclosure documents provided by those firms.

### **IRA Rollover Recommendations**

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement

accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

## **Item 5 Account Requirements and Types of Clients**

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

The Program requires a minimum account size of \$1,000,000 to open and maintain an account. SAMGA may accept accounts below the minimum account size at our sole discretion.

## **Item 6 Portfolio Manager Selection and Evaluation**

### **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 *Services, Fees and Compensation* 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.

### **Selection and Evaluation**

Our firm obtains information regarding the TPAs and evaluates performance information based on data calculated and presented in accordance with AIMR Performance Presentation Standards. We may recommend that you change TPAs or strategies as necessary or desirable. However, you are under no obligation to act on our advice.

When we refer you to a TPA, the method of selection is based on factors including: track record, volatility, consistency, ownership of the firm, tenure of managers, investment style, and amount of assets managed. We will not perform quantitative or qualitative analysis of individual securities. Instead, we will advise you on how to allocate your assets among various TPAs and strategies. We primarily rely on investment model portfolios and strategies developed by the TPA.

Our firm may terminate a TPA's participation in the Program at any time. In the event of any such termination, you will be given reasonable advance notice of the termination and we will select a new TPA with a similar investment discipline. If you disapprove of the new TPA you may elect to continue with the TPA outside of the Program upon agreement with both our firm and the terminated TPA.

### **Strategy Risk and Risk of Loss**

Certain strategies the TPAs use have more risk than other strategies. The risk involved with these specific strategies should be evaluated prior to any investment being made in order to ensure that your goals, objectives, and financial situation is such that you are able to bear the risks inherent to these investments.

Certain investment strategies may utilize a concentrated investment strategy. Concentrated portfolios generally hold the securities of a limited number of companies and, therefore, may be more volatile because the risk specific to each company may represent a larger portion of assets. It is likely that the performance of these portfolios will differ significantly from that of the broad equity market.

At any time, your Portfolio Manager or TPA may hold a significant portion of assets in cash or cash equivalents. The portion of assets held in cash and/or cash equivalents with one manager or TPA or strategy is not taken into account by any other manager or TPA in managing your assets. In addition, it is not included when calculating the portion of assets proposed for your investments in cash.

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.

### **Proxy Voting**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

### **Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

## **Item 7 Client Information Provided to Portfolio Managers**

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.



We do not disclose any non-public personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to non-public personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

## **Item 8 Client Contact with Portfolio Managers**

When we manage the wrap account ourselves, you will have complete access to contact the Portfolio Manager handling your account(s) under the Program. However, for those wrap accounts being managed by TPAs you cannot contact the TPA directly.

## **Item 9 Additional Information**

### **Disciplinary Information**

Neither our firm nor our principal owners or management persons have any reportable disciplinary information.

### **Other Financial Industry Activities and Affiliations**

Persons providing investment advice on behalf of our firm are also registered representatives with Lincoln Investment. In their capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities in non-advisory accounts, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as registered representatives is separate from our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives have an incentive to effect securities transactions in non-advisory accounts for the purpose of generating commissions rather than solely based on your needs.

We will recommend that you use a third party adviser or Portfolio Manager based on your needs and suitability. You are not obligated, contractually or otherwise, to use the services of any third party adviser or Portfolio Manager we recommend.

Robert Oden has been licensed as an independent insurance agent since 1982. Mr. Oden has no present intention to sell any insurance products at this time and, therefore, does not have a conflict. However, if he chose to do so, he would be entitled to receive a commission for such sale. In that event, such insurance commissions would be separate and in addition to our advisory fees. If Mr. Oden were to sell insurance products and earn a commission therefrom this practice would present a conflict of interest because he would have an incentive to recommend insurance products to you for

the purpose of generating commissions rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

### **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 certain 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 periodic 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 the telephone number or email address listed on the cover page of this brochure.

### **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 we, nor our Associated Persons, shall have priority over your account in the purchase or sale of securities. Under certain circumstances, exceptions to the trading policy may be made.

### **Reviews of Accounts**

On an ongoing basis, we will review your financial circumstances and investment objectives and communicate any changes to the Portfolio Manager or TPA. Either our firm or the TPA may furnish quarterly and/or annual performance measurement reports you. The reports are intended to show you how your investments have performed during the selected period and may contain information on positions held, transaction and price information, asset allocations, gains and losses, etc. You will also receive trade confirmations, monthly or quarterly statements, and year-end tax statements from Pershing, LLC.

A review is performed at least annually and may be reviewed as frequently as weekly for all existing clients. Suzie Keenan reviews all existing client accounts. The frequency of account review is based on the complexity of the accounts, the nature of the advisory plan recommendations, and changes in tax or market conditions. The review will include a re-assessment of your financial goals and objectives and an analysis of the investment performance as it relates to the predetermined goals.

Generally, you will be given informal updates when your accounts are reviewed. In all cases, you will receive a report of this nature at least annually. The frequency, nature and detail of the updates to your account depend on the same factors described above.

### **Client Referrals and Other Compensation**

We do not compensate anyone for client referrals.

**Brokerage Practices**

We utilize the brokerage and custodial services of Pershing, LLC, an unaffiliated securities broker-dealer, member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation.

**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**

The Portfolio Manager or TPA selected for your account may combine multiple orders for shares of the same securities purchased for advisory accounts they manage (this practice is commonly referred to as "block trading"). They 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 their discretion regarding factual and market conditions, when they combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs.

**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. Generally, if a trade error results in a profit, the trade error will be corrected in the trade error account of the executing broker-dealer and you will not keep the profit.

**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.