

Item 1 - Cover Page



Guardian Wealth Advisors, LLC
8201 Norman Center Drive, Suite 420
Bloomington, MN 55437
952-746-3211
www.guardian-wealth.com

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This brochure provides information about the qualifications and business practices of Guardian Wealth Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 952-746-3211 and/or info@guardian-wealth.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.

Guardian Wealth Advisors, LLC is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about Guardian Wealth Advisors is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Material Changes

This Item discusses only the material changes that have occurred since Guardian Wealth Advisors' last annual amendment update dated January 28, 2022. There have been no material changes to this brochure since Guardian Wealth Advisors' last annual amendment update.

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Item 4 - Advisory Business

Guardian Wealth Advisors was organized in 2007 by Kulka Holdings, LLC as an investment advisory firm. As of December 31, 2021, Guardian Wealth Advisors is 100% owned by Myslajek Kemp & Spencer, Ltd.

Guardian Wealth Advisors provides a variety of investment advisory services. Our primary focus is wealth advisory and asset management services. The principal part of our investment advisory services is to manage client accounts on either a discretionary or non-discretionary basis. We also furnish investment advice through consultation and furnish advice on matters not involving securities, including financial planning.

For ongoing clients, Guardian Wealth Advisors reviews and assesses each client's overall risk and return objectives periodically by questionnaire and interview and verifies investor return and risk goals at least once a year. If requested, we will also assist you in creating a comprehensive financial plan. Based on your goals from the financial plan, we consider any circumstances that would determine any alteration of our standard strategies. Clients may impose restrictions on investing in certain securities or types of securities. However, we typically customize our standard strategies only if there are significant exceptional items that you have determined with our input. All customization is documented in our process.

Because we perform advisory services for more than one client account, there may be conflicts of interest over time devoted to managing any one account and the allocation of investment opportunities among all managed accounts. In such case, we will attempt to resolve all such conflicts in a manner that is generally fair and in the best interests of all clients. Guardian Wealth Advisors may give advice and take action with respect to any of our clients that may differ from advice given or the timing or nature of action taken with respect to any particular client. However, it is our policy, to the extent practicable, to allocate investment opportunities over a period of time on a fair and equitable basis relative to other clients. Guardian Wealth Advisors offers the services discussed below:

Financial Planning Services

Guardian Wealth Advisors provides consulting services in connection with

personal financial matters. The services are offered through private consultations. The services primarily include the creation of a comprehensive plan that concerns itself with the overall considerations of your investments, including retirement plan assets (such as company 401(k) and profit sharing), taxable investments, education funding, legacy planning, estate and insurance plans. Your investment concerns will be determined by interview. After the creation of this plan, Guardian Wealth Advisors may be available for further consultation.

In performing these services, we will rely solely on the information we receive from you, or any other professionals you employ. Guardian Wealth Advisors **does not** serve as an attorney, accountant, or insurance agent, and no portion of our services should be construed as such. Accordingly, Guardian Wealth Advisors **does not** prepare legal documents, prepare tax returns, or sell insurance products. At your request, we may recommend the services of other professionals for implementation purposes (i.e., attorneys, accountants, insurance agents, etc.). You are under no obligation to engage the services of any such recommended professional. You retain absolute discretion over all implementation decisions and are free to accept or reject any of our recommendations. If you decide to engage any professional (i.e., attorney, accountant, insurance agent, etc.), recommended or otherwise, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from the engaged professional. At all times, the engaged licensed professional[s] (i.e., attorney, accountant, insurance agent, etc.), and **not** Guardian Wealth Advisors, shall be responsible for the quality and competency of the services provided. Moreover, Guardian Wealth Advisors is not responsible for any continuing or ongoing review, evaluation or revision of the financial plan after its creation. If, due to a change in circumstances or desire for another general review, you want a follow-up review after the plan is created, it is your responsibility to contact us.

Financial Planning clients may also decide to retain Guardian Wealth Advisors to provide discretionary or non-discretionary investment advisory services, which are described below. Clients who engage us to provide a financial plan and subsequently engage us for full investment advisory services may receive a credit from the financial plan fee towards the investment advisory management fee at our sole discretion.

Investment Advisory Services

Guardian Wealth Advisors provides discretionary investment advisory services (meaning that we may, without prior approval or consultation, initiate any investment transaction on your behalf) and non-discretionary investment advisory services (meaning that we receive your approval before initiating any investment transaction) to assist clients in developing and implementing comprehensive investment strategies for their accounts consistent with their financial goals.

Investment strategies are designed, developed or implemented through the use of portfolios. Within each portfolio there is a breakdown of different investment types, and certain percentages are allocated to different asset classes. We generally, although not exclusively, recommend stocks, exchange-traded funds ("ETFs") and mutual funds to meet a portfolio's equity holding positions and various types of fixed income securities, including corporate bonds, US government or agency securities, municipal securities, certificates of deposits, exchange-traded funds and mutual funds to meet a portfolio's fixed income holding positions. Once allocated, Guardian Wealth Advisors provides ongoing supervision of the account(s).

Guardian Wealth Advisors utilizes mutual funds and exchange traded funds for your portfolios. In addition to our investment advisory fee described below, and transaction and/or custodial fees discussed below, you will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses).

There may be times when we allocate a portion of your investment assets among unaffiliated independent investment managers in accordance with your designated investment objective(s). In such situations, the Independent Manager[s] shall have day-to-day responsibility for the active discretionary management of the allocated assets. Guardian Wealth Advisors shall continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors that Guardian Wealth Advisors shall consider in recommending Independent Manager[s] include your designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. **Please Note.** The investment management fee charged by the Independent Manager[s] is separate from, and in addition

to, Guardian Wealth Advisors' investment advisory fee disclosed at Item 5 below. **ANY QUESTIONS:** Guardian Wealth Advisors' Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective client may have regarding the allocation of account assets to an Independent Manager(s), including the specific additional fee to be charged by such Independent Manager(s).

Guardian Wealth Advisors can also provide account reporting services, which can incorporate client investment assets that are not part of the assets that we manage (the "Excluded Assets"). Unless agreed to otherwise, in writing, **the client and/or his/her/its other advisors that maintain trading authority, and not Guardian Wealth Advisors, shall be exclusively responsible for the investment performance of the Excluded Assets.** Unless also agreed to otherwise, in writing, we will not provide investment management, monitoring or implementation services for the Excluded Assets. The client can engage Guardian Wealth Advisors to provide investment management services for the Excluded Assets pursuant to the terms and conditions of the client agreement between Guardian Wealth Advisors and the client.

Other Assets. To the extent that Guardian Wealth Advisors provides advisory monitoring or review services for client investment assets for which Guardian Wealth Advisors does not maintain custodian access or trading authority (including initial and ongoing consideration of such assets as part of the client's asset allocation), Guardian Wealth Advisors may determine to include such assets in its advisory fee calculation per Item 5 below.

Retirement Rollovers—Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Guardian Wealth Advisors recommends that a client roll over their retirement plan assets into an account to be managed by Guardian Wealth Advisors, such a recommendation creates a conflict of interest if Guardian Wealth Advisors will earn new (or increase its current) compensation as a result of the rollover. If Guardian Wealth Advisors provides a

recommendation as to whether a client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), Guardian Wealth Advisors is acting as a fiduciary 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. No client is under any obligation to roll over retirement plan assets to an account managed by Guardian Wealth Advisors. Our Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.

Per the DOL: "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." Accordingly, relative to retirement accounts, "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."

Cash Positions. Guardian Wealth Advisors continues to treat cash as an asset class. As such, unless determined to the contrary by Guardian Wealth Advisors, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating

Guardian Wealth Advisors' advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Guardian Wealth Advisors may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Guardian Wealth Advisors' advisory fee could exceed the interest paid by the client's money market fund. **ANY QUESTIONS:** Guardian Wealth Advisors' Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective may have regarding the above fee billing practice.

Cash Sweep Accounts. Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian's sweep account. The yield on the sweep account is generally lower than those available in money market accounts. To help mitigate this issue, Guardian Wealth Advisors shall generally purchase a higher yielding money market fund available on the custodian's platform with cash proceeds or deposits, unless Guardian Wealth Advisors reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market fund, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account. **ANY QUESTIONS:** Guardian Wealth Advisors' Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective client may have regarding the above.

Portfolio Activity. Guardian Wealth Advisors has a fiduciary duty to provide services consistent with the client's best interest. Guardian Wealth Advisors will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, fund manager tenure, style drift, account additions or withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time

when Guardian Wealth Advisors determines that changes to a client's portfolio are unnecessary. Clients remain subject to the fees described in Item 5 below during periods of portfolio inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by the Guardian Wealth Advisors will be profitable or equal any specific performance level(s).

Cybersecurity Risk. The information technology systems and networks that Guardian Wealth Advisors and its third-party service providers use to provide services to Guardian Wealth Advisors' clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Guardian Wealth Advisors' operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Guardian Wealth Advisors are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Guardian Wealth Advisors has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Guardian Wealth Advisors does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

Client Obligations. In performing our services, Guardian Wealth Advisors shall not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely thereon. Moreover, it remains each client's responsibility to promptly notify Guardian Wealth Advisors if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific

investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Guardian Wealth Advisors) will be profitable or equal any specific performance level(s).

Disclosure Brochure. A copy of Guardian Wealth Advisors' written Brochure as set forth on Part 2A of Form ADV and Form CRS (Client Relationship Summary) shall be provided to each client prior to, or contemporaneously with, the execution of an agreement between the client and Guardian Wealth Advisors.

As of December 31, 2022, we managed approximately \$39,257,055 in non-discretionary assets and \$158,592,912 in discretionary assets for a total of \$197,849,967 of assets under management.

Item 5 - Fees and Compensation

Guardian Wealth Advisors charges clients in a variety of ways: as a percentage of assets under management, on an hourly basis, or as a fixed fee. Fees for all services may be negotiable depending on specific services required and type of investments held. Each client's fee arrangement is detailed in the client's agreement with us.

Fees for Financial Planning Services

Fees for financial planning services may be fixed fee arrangements (plus direct costs) or time incurred at Guardian Wealth Advisors' standard hourly billing rates, plus direct costs. As a general matter, we charge a \$2,000 minimum fee for comprehensive financial plans (which represents an eight hour minimum engagement at our standard hourly rate of \$250). Time in excess of eight hours will be billed at the hourly rate. Clients are billed monthly in arrears for services provided. Fees related to the plan that you subsequently request will generally be billed at the standard hourly rate.

After an initial evaluation, we will agree to a method of billing and an estimate of the range that would apply to your situation.

Fees for Investment Advisory Services

Guardian Wealth Advisors charges an annual management fee for its investment advisory services. Generally, this management fee is prorated and charged quarterly, in advance, based upon the market value of the account on the last day of the previous quarter. Guardian Wealth Advisors' policy is to

treat intra-quarter account additions and withdrawals equally unless indicated to the contrary on the client agreement. If your previous day's assets under management changes by 5%, there will be a pro-rata fee adjustment.

Guardian Wealth treats cash as an asset class. As such, **unless determined to the contrary by us**, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating our advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being **no guarantee** that such anticipated market conditions/events will occur), Guardian Wealth Advisors may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances.

Depending upon current yields, at any point in time, our advisory fee could exceed the interest paid by the client's money market fund. **ANY QUESTIONS: Guardian Wealth Advisors' Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective client may have regarding the above fee billing practice.**

You may elect to be billed directly for fees or to authorize us to have your custodian directly debit fees from the account. Management fees may be prorated for each capital contribution and withdrawal made during the applicable calendar quarter (with the exception of de minimis contributions and withdrawals). Accounts initiated or terminated during a calendar quarter will be charged a prorated fee. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

Fees charged to clients for investment advice may be individually negotiated. Actual fees charged to investment advisory clients may vary significantly from client to client and may be higher or lower than indicated in the standard fee schedules below, depending upon a number of factors including size of the account, the scope of services provided, and the type of assets being managed.

Guardian Wealth Advisors generally imposes a minimum fee of \$2,250. Therefore, if a client maintains less than \$250,000 of assets under Guardian Wealth Advisors' management, and is subject to the \$2,250 annual minimum fee, the client will pay a higher percentage annual fee than the 0.90% referenced in

the tiered fee schedule. Guardian Wealth Advisors, in its sole discretion, may charge a lesser investment management fee and/or waive or reduce its minimum annual fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.)

The tiered fee schedule for discretionary investment advisory services, unless stated differently in the client's agreement, is:

\$250,000 minimum

<u>Assets</u>	<u>Annualized fee</u>
Initial \$250,000 - \$2 million	0.90%
Next \$2 million - \$5 million	0.75%
Next \$5 million +	0.60%

The tiered fee schedule for non-discretionary investment advisory services, unless stated differently in the client's agreement, is:

\$250,000 minimum

<u>Assets</u>	<u>Annualized fee</u>
Initial \$250,000 - \$5 million	0.90%
Next \$5 million - \$10 million	0.80%
Next \$10 million - \$20 million	0.70%
Next \$20 million +	0.60%

Guardian Wealth Advisors' fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which are incurred by the client. You may incur certain charges imposed by custodians, brokers, third party investment companies and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, margin interest, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and ETFs also charge internal management fees, which are disclosed in a fund's prospectus.

Such charges, fees and commissions are exclusive of and in addition to Guardian Wealth Advisors' fee; we do not receive any portion of these commissions, fees, and costs. In addition, we do not receive any compensation

from any mutual funds, ETFs or other investment products or strategies we recommend.

You could invest directly in a mutual fund or other investment security without the help of our services; however, in that event you would not receive the value of our services, which include assistance in evaluating fund performance and management style, setting strategy, and implementing purchases and sales. You should carefully evaluate the options most appropriate for your financial condition and objectives before making a choice. Please refer to Item 12, "Brokerage Practices" for additional information.

Custodian Charges – Additional Fees.

As discussed below at Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Guardian Wealth Advisors generally recommends that Schwab serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian. While certain custodians, including Schwab, generally (with the potential exception for large orders) do not currently charge fees on individual equity transactions (including ETFs), others do. There can be no assurance that Schwab will not change their transaction fee pricing in the future. Schwab may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically. **ANY QUESTIONS:** Guardian Wealth Advisors' Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective client may have regarding the above.

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

Guardian Wealth Advisors is not a party to any performance or incentive-related compensation arrangements with its clients. As such, we have no conflicts between similarly-managed accounts that charge performance fees and those that do not (known as “side-by-side management”).

Item 7 - Types of Clients

Guardian Wealth Advisors generally provides portfolio management services to individuals, high net worth individuals, corporate pension and profit-sharing plans, Taft-Hartley plans, charitable institutions, foundations, endowments, municipalities, trust programs, estates, corporations, and other U.S. institutions.

Guardian Wealth Advisors generally requires a minimum fee of \$2,250 for investment management services. However, we may negotiate a lesser investment advisory fee, charge a flat fee, waive our fee entirely, or charge fees on a different interval, based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). **Please Note:** As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Guardian Wealth Advisors’ Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective client may have regarding advisory fees.

For new investment advisory account clients, Guardian Wealth Advisors requires a minimum account size of \$250,000, which is set forth in the fee schedule provided at Item 5. We reserve the right to waive this minimum in our sole discretion.

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

Guardian Wealth Advisors is categorically a long-term investor. Guardian also employs a low-turnover strategy for each of our client's portfolios in an effort to mitigate adverse trading costs and tax consequences.

The primary asset classes that Guardian recommends are equities and fixed income, commonly known as stocks and bonds. The vehicles Guardian uses to invest in these asset classes generally are stocks, bonds, ETFs and mutual funds. Guardian also manages separate portfolios of individual bonds, and other portfolios tailored to a client's needs.

Guardian Wealth Advisors' security analysis methods include fundamental analysis, charting, and technical analysis. In addition, subscriptions to certain asset allocation modeling and re-balancing services are used to supplement our own analysis and asset allocation models.

Investing in securities involves risk of loss that clients should be prepared to bear. No one strategy can assure our clients against loss of principal. Even a well-diversified portfolio can suffer losses within any asset category given certain market conditions such as declining stock, bond, and commodity values.

While Guardian Wealth Advisors believes a well-diversified portfolio of securities can serve as a firm foundation to an investment plan, various factors can introduce immediate or unknown risks that our clients must be aware of when engaging our services:

- Market Risk: The risk that any category of investment can be affected or negatively impacted by economic or other factors.
- Timing of Engagement: The risk that the timing of engaging our services by a client may not be optimal.
- Personal Needs Risk: Various factors such as job loss, changes in health or marital status can affect your need of liquid assets.
- Strategic Risk: The strategy recommended by Guardian Wealth Advisors may not satisfy the long-term needs of a client. Additionally, the suitable investment strategy may fall short of a client's long-term goal.

- ETF and Mutual Fund Risk: An investment in an ETF or mutual fund involves secondary market risk. There can be no guarantee that an active trading market for the shares will continue. Shares of the ETF or mutual fund may trade at prices at, above, or below their most recent valuation. During periods of market volatility, trading prices may fluctuate significantly. In addition, investors must pay annual fees and other expenses regardless of how the investment performs.

Guardian Wealth Advisors seeks to reduce the impact of the risks mentioned above by:

- Recommending a well-diversified portfolio involving various asset classes of investments to provide the fundamental structure of a long-term investment plan.
- Educating our clients on the structure and purpose of each investment within their portfolio.
- Setting forth an expectation that even a well-diversified portfolio may require a three to five year time frame to show progress towards its stated goals.
- Maintaining regular contact with our clients to allow us to ascertain any necessary shift of their investment strategy to take into consideration material changes to their needs or tolerance for risk.

Guardian believes that by applying diversification and discipline to our clients' investment strategies, we can help to mitigate some of the risks inherent in investing.

Item 9 - Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Guardian Wealth Advisors or the integrity of its management. Guardian Wealth Advisors has no disclosures pursuant to this Item.

Item 10 - Other Financial Industry Activities and Affiliations

As indicated at Item 4 above, Guardian Wealth Advisors does not serve as an attorney, accountant, or insurance agent, and no portion of our services should be construed as such. Accordingly, we do not prepare legal documents, prepare tax returns, or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purpose (i.e., attorneys, accountants, insurance agents, etc.),

Item 11 - Code of Ethics

Guardian Wealth Advisors has adopted a Code of Ethics that sets forth the standards of conduct expected of employees and requires compliance with the securities laws and Guardian Wealth Advisors' fiduciary duties, including the duties to put client interests first at all times and to maintain the confidentiality of client information. Our Code of Ethics also addresses the personal securities trading activities of all employees in an effort to detect and prevent illegal or improper personal securities transactions and requires that certain reports related to personal trading be maintained. To mitigate the potential for conflicts of interest, the Code of Ethics contains a number of restrictions related to the activities of employees, including limits on the provision and receipt of gifts or entertainment and limits on outside activities. A copy of the Code of Ethics is available upon request.

We permit our employees to engage in the trading of securities for their personal accounts. Such trading presents potential and actual conflicts of interest when the securities traded are the same as securities we trade for client accounts. Theoretically, if an employee desires to purchase a security also held in client accounts, but does not want to pay current market value for the security, the employee could sell the security out of the client accounts and drive the market price down before making the personal investment. Similar manipulative behavior could occur if the employee desires to sell a personal security holding, but buys it into client accounts first in an effort to drive up the price before the employee sells.

As a practical matter, this conflict does not really exist for us due to the nature of the securities we trade in client accounts and the volume of our

trading. In addition, our Code of Ethics contains various provisions that prohibit this sort of conduct, including requiring that employees report certain personal trading, always put client interests first, and avoid actual and potential conflicts of interest when transacting in securities for their own accounts.

Privacy Policy

Guardian Wealth Advisors is committed to maintaining the privacy of current and prospective clients. We recognize that you entrust us with highly confidential personal and financial information, and understand that protecting and safeguarding this information is important.

In the course of establishing a client relationship and in our ongoing dealings with you as a client, we may obtain nonpublic personal information about you. This information may include your name, address, telephone number, e-mail address, social security number, taxpayer identification number, account numbers, income, transaction history, and other personal information.

In order to run its everyday business, Guardian Wealth Advisors needs to share nonpublic personal information about our clients. We do not disclose any nonpublic personal information about clients to any nonaffiliated parties, except to third-party service providers that assist in the operation of our business. To provide necessary business services to your account, we may disclose nonpublic personal information to service providers such as custodians and brokerage firms, all of which are required to maintain the confidentiality of such information. Guardian Wealth Advisors restricts access to nonpublic personal information about you to those employees, agents, or other parties that need to know the information to provide services to you. We may also release information about you upon your direction or if compelled by law to do so.

Guardian Wealth Advisors has adopted the following privacy policy in order to safeguard the personal information of our clients in accordance with applicable law:

1. Guardian Wealth Advisors is committed to protecting the confidentiality and security of the information it collects and will handle nonpublic personal information about clients only in accordance with all applicable laws, rules

and regulations. We shall ensure: (a) the security and confidentiality of client records and information; (b) that client records and information are protected from any anticipated threats and hazards; and (c) that unauthorized access to, or use of, client records or information is protected against.

2. Guardian Wealth Advisors will maintain policies and procedures that are reasonably designed to safeguard nonpublic personal information about clients and only permit appropriate and authorized access to, and use of, nonpublic personal information about clients through the application of appropriate administrative, technical, and physical protections.

3. To the extent required by applicable law, we shall direct each of our service providers to adhere to the privacy policy of Guardian Wealth Advisors with respect to all nonpublic personal information about clients provided to such service providers.

4. Guardian Wealth Advisors shall not disclose any nonpublic personal information about its clients or former clients to anyone, except as permitted or required by law.

5. Guardian Wealth Advisors shall issue notices of its privacy policy to its clients initially and on an annual basis thereafter to the extent required by applicable law.

By disclosing your personal information to Guardian Wealth Advisors, you consent to the collection, storage, and processing of this information by us in a manner consistent with this privacy policy.

Item 12 - Brokerage Practices

Generally, as part of our business arrangements with investment advisory clients, we recommend a client establish and maintain, in the client's name, a custodial brokerage account with the Schwab Institutional division of Charles Schwab & Co., Inc. ("Schwab Institutional") in which the client will deposit and maintain the assets comprising the account. Schwab Institutional is a separate entity unaffiliated with us. We evaluate the suitability of custodian brokers on an ongoing basis, with a more formal, comparative review of their services and capabilities every three years. Custodian broker execution capability is evaluated on an ongoing basis by the CCO, with actual executions reviewed weekly and with trade metrics gathered and evaluated annually.

The criteria we use in making our recommendation for a custodian broker include but are not limited to: breadth of services offered to clients, customer service and support, systems platform, tools and technology, execution capability, commissions and fees and financial strength.

The criteria we use in evaluating custodian broker execution capability include but are not limited to: price of execution, opportunity for price improvement, execution speed, commission level, settlement capability and knowledge and accessibility of traders. However, that does not mean that you will not pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where we have determined, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions.

You are solely responsible for the selection of the broker and custodian for your assets, and thus may accept or reject our recommendation of Schwab Institutional as primary custodian. Because we prefer to use Schwab Institutional as primary custodian for client accounts as part of our business arrangements with clients, you must evaluate the arrangements for yourself, and cannot look to us for advice regarding the selection of the custodian. Guardian's preference that the client place assets in Schwab Institutional's custody may be based in part on the products, services and benefits Schwab Institutional provides to Guardian (as described below), and not solely on the nature, cost or quality of services provided by Schwab Institutional to client accounts. You should not select Schwab Institutional if you find Schwab Institutional unsuitable to be the custodian for your account. If you decide to use Schwab Institutional as custodian for your account, we will not be responsible for any loss incurred by reason of any act or omission of Schwab Institutional.

Research and Benefits: Although not a material consideration when determining whether to recommend that a client utilize the services of a

particular broker-dealer/custodian, Guardian Wealth Advisors can receive from Schwab (or another broker-dealer/custodian, investment manager, platform sponsor, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Guardian Wealth Advisors to better monitor and service client accounts maintained at such institutions. Included within the support services that can be obtained by us can be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support-including client events, computer hardware and/or software and/or other products used by us in furtherance of its investment advisory business operations.

Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our client's accounts
- Assist with back-office functions, recordkeeping, and client reporting

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events

- Consulting on technology and business needs
- Consulting on legal and related compliance needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. Schwab also provides us with other benefits, such as occasional business entertainment of our personnel. If you did not maintain your account with Schwab, we would be required to pay for these services from our own resources. As a result of products, services and other benefits provided by Schwab Institutional, we have a conflict of interest in recommending that the client establish a custodial brokerage account at Schwab Institutional.

We do not act as custodian for client accounts and do not take possession of cash, securities or other investments or assets. However, we may issue such instructions to custodians for client accounts, including Schwab Institutional, as may be appropriate in connection with the settlement of transactions for client accounts. Our instructions to Schwab Institutional or any custodian for an account will be made in writing or, at our option, orally and confirmed in writing as soon as practical thereafter.

In general, trades in the same security for clients using the same broker-dealer will be aggregated or "bunched" in a single order in an effort to obtain the best execution at the best price available. If a bunched order is filled at several prices (which may occur in more than one transaction), each client participating in the order will receive the average price, which could be higher or lower than the actual price that would otherwise be paid by the client in the absence of bunching. The transaction costs incurred in the transaction will be shared proportionately based on each client's participation in the transaction.

When placing an aggregated or "bunched" order, we will prepare a written statement regarding the allocation of the order among various of its clients,

and the executed order will then be allocated according to the written statement. If the aggregated order is not filled in its entirety, the partially filled order will be allocated pro rata based on the written statement. If, subsequent to the placing of the order, the allocation must be changed for certain reasons (e.g., a client withdraws cash from an account scheduled to participate in the order), such change in allocation will be recorded in writing.

Item 13 - Review of Accounts

The nature and frequency of account reviews is negotiated on an individual basis and is reflected in the agreement between Guardian Wealth Advisors and the client. Certain accounts will be reviewed on a quarterly basis, other accounts as they approach mutually agreed upon targets. Certain factors may also trigger an account review, including account portfolio deviation from target allocations or sectors. All accounts are reviewed by Guardian Wealth Advisors' Chief Compliance Officer.

As a general matter, we will send each client a quarterly comprehensive statement that summarizes all securities and cash under management. The statement also includes a summary of asset classes represented in the portfolio and any changes to it, and a summary of the market and sectors in which account assets are invested.

Clients will also receive a monthly statement from their custodian brokerage firm. It should identify cash and securities held in the account and all account transactions during the period. Clients are encouraged to review this for consistency with statements from us and to bring any discrepancies to our attention.

Item 14 - Client Referrals and Other Compensation

As indicated at Item 12 above, Guardian Wealth Advisors can receive from Schwab (and others) without cost (and/or at a discount), support services and/or products. You do not pay more for investment transactions effected and/or assets maintained at Schwab (or any other institution) as result of this arrangement. There is no corresponding commitment made by us to Schwab, or to any other entity, to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as the result of the above arrangement.

Item 15 - Custody

Guardian Wealth Advisors shall have the ability to deduct its advisory fee from the client's custodial account. Clients are provided with written transaction confirmation notices, and a written summary account statement directly from the custodian (i.e., Schwab, etc.) at least quarterly. **Please Note:** To the extent that we provide clients with periodic account statements or reports, the client is urged to compare any statement or report provided by us with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of our advisory fee calculation.

In addition, certain clients have established asset transfer authorizations that permit the qualified custodian to rely upon instructions from Guardian Wealth Advisors to transfer client funds or securities to third parties. These arrangements are disclosed at Item 9 of Part 1 of Form ADV. However, in accordance with the guidance provided in the SEC's February 21, 2017, *Investment Adviser Association* No-Action Letter, the affected accounts are not subject to an annual surprise CPA examination. ANY QUESTIONS: Guardian Wealth Advisors' Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective client may have regarding custody-related issues.

Item 16 - Investment Discretion

Guardian Wealth Advisors manages and directs the investment of client accounts on either a discretionary or non-discretionary basis in accordance with such investment objectives and restrictions as the client may advise in writing from time to time. Prior to engaging Guardian Wealth Advisors to provide investment management services, you will be required to enter into a formal Client Agreement with us setting forth the terms and conditions under which we will manage your assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

As limited agent and attorney-in fact with respect to discretionary assets, from time to time in the account, we may buy, sell, exchange, convert or otherwise trade in any and all stocks, bonds and other securities and other assets in the account, including without limitation mutual fund shares (including money market fund shares), unit investment trusts, annuities and other investments, as Guardian Wealth Advisors may select. For non-

discretionary assets, we consult with the client and receive their consent prior to executing any investment transaction.

This limited power of attorney shall continue in full force and effect until we receive written termination or, in the event of termination by death or mental incapacity, judicially determined, until we receive actual notice thereof.

Clients who engage Guardian Wealth Advisors on a discretionary basis may, at any time, impose restrictions, **in writing**, on our discretionary authority. (i.e., limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe our use of margin, etc.).

Item 17 - Voting Client Securities

Unless a client directs otherwise, Guardian Wealth Advisors is responsible for voting client proxies, and shall do so in conjunction with the proxy voting administrative and due diligence services provided by Proxy Edge, an unaffiliated nationally recognized proxy voting service of Broadridge Financial Solutions, Inc. ("Broadridge"). Guardian Wealth Advisors, in conjunction with the services provided by Broadridge, shall monitor corporate actions of individual issuers and investment companies consistent with our fiduciary duty to vote proxies in the best interests of its clients. With respect to individual issuers, Guardian Wealth Advisors may be solicited to vote on matters including corporate governance, adoption or amendments to compensation plans (including stock options), and matters involving social issues and corporate responsibility. With respect to investment companies (e.g., mutual funds), we may be solicited to vote on matters including the approval of advisory contracts, distribution plans, and mergers. Guardian Wealth Advisors (in conjunction with the services provided by Broadridge) shall maintain records pertaining to proxy voting as required under the Advisers Act. Information pertaining to how Guardian Wealth Advisors voted on any specific proxy issue is also available upon written request.

Clients may notify us if they wish to vote proxies on their securities; such requests will be facilitated with their custodian.

We make best efforts to avoid material conflicts of interest in the voting of proxies. However, where material conflicts of interest arise, we are committed

to resolving the conflict in the clients' best interest. In situations where we perceive a material conflict of interest, we may disclose the conflict to the relevant clients and obtain their consent before voting; defer to the voting recommendation of the relevant clients; vote the proxy based on the voting guidelines set forth in our Proxy Voting Policies if the application of the guidelines to the matter presented involved little discretion on our part; or take such other action which, in our judgment, would protect the interest of the clients.

Clients may obtain a record of our proxy votes free of charge upon request.

As a general matter, we will not be obligated to monitor, advise or act for you in legal proceedings, including, without limitation, class actions and bankruptcies, involving securities purchased or held in the client account. Clients should instruct their custodians to promptly forward to you any communications relating to legal proceedings involving such assets.

Item 18 - Financial Information

Guardian Wealth Advisors is required to disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. We have no disclosures pursuant to this item.

ANY QUESTIONS: Guardian Wealth's Chief Compliance Officer, Eric Becker, remains available to address any questions regarding this Part 2A.

Item 1 - Cover Page



Guardian Wealth Advisors, LLC
8201 Norman Center Drive, Suite 420
Bloomington, MN 55437

Telephone: 952-746-3211

Website: www.guardian-wealth.com

Supplement last updated: January 2, 2024

Form ADV Part 2B **Brochure Supplement for Gregory S. Kulka**

This brochure supplement provides information about Gregory S. Kulka that supplements the Guardian Wealth Advisors, LLC brochure. You should have received a copy of that brochure. Please contact us at 952-746-3211 or via e-mail at info@guardian-wealth.com if you did not receive the Guardian Wealth Advisors, LLC brochure or if you have any questions about the contents of this supplement.

Additional information about Gregory S. Kulka is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience

Name: Gregory S. Kulka
Year of Birth: 1955
Formal Education: University of Minnesota, Bachelor of Arts,
Speech Communications

Business Background:

From 1991 to 2006, Mr. Kulka held numerous positions with Kopp Investment Advisors, LLC.

- From 1991 to 2006, Mr. Kulka was Executive Vice President of Marketing
- From 1997 to 2006, Mr. Kulka was First Vice President of Marketing for Kopp Funds Inc.
- From 1997 to 2006, Mr. Kulka was Vice President of Marketing for Centennial Lakes Capital, LLC (affiliated distributor of the Kopp Funds)

From 1987 to 1991, Mr. Kulka was a Vice President at Dain Bosworth Inc.

Item 3 - Disciplinary Information

We are required to disclose all material facts regarding legal or disciplinary events that would be material to your evaluation of Mr. Kulka. There are no legal or disciplinary events relating to Mr. Kulka.

Item 4 - Other Business Activities

We are required to disclose other investment-related businesses or other business activities in which Mr. Kulka is actively engaged. Mr. Kulka is not involved in any other investment-related business or any other business activities for compensation.

Item 5 - Additional Compensation

We are required to disclose information regarding certain types of economic benefits Mr. Kulka receives from the adviser and third parties for providing advisory services. Mr. Kulka does not receive any economic benefits (i.e., sales awards or client referral bonuses) for providing advisory services from any person who is not a client.

Item 6 - Supervision

Mr. Kulka is subject to the firm's written compliance and supervisory procedures and the related ongoing compliance monitoring and testing. Such procedures address, among other things, the provision of investment advice. Mr. Kulka's accounts are subject to periodic review by Eric Becker, the CCO of Guardian Wealth Advisors, LLC. Questions concerning Mr. Kulka's advisory activities may be directed to Mr. Becker at 952-746-3211.

Item 1 - Cover Page



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Website: www.guardian-wealth.com

Supplement last updated: January 2, 2024

Form ADV Part 2B Brochure Supplement for John G. Keyes

This brochure supplement provides information about John G. Keyes that supplements the Guardian Wealth Advisors, LLC brochure. You should have received a copy of that brochure. Please contact us at 952-746-3211 or via e-mail at info@guardian-wealth.com if you did not receive the Guardian Wealth Advisors, LLC brochure or if you have any questions about the contents of this supplement.

Additional information about John G. Keyes is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience

Name: John G. Keyes
Year of Birth: 1958
Formal Education: University of Chicago, MBA, Finance
Marquette University, Bachelor of Science,
Business

Business Background:

From 2000 to 2016, Mr. Keyes held numerous positions with Kopp Investment Advisors, LLC.

- From 2007 to 2016, Mr. Keyes was the Director of Marketing and Client Services.
- From 2006 to 2016, Mr. Keyes was a Portfolio Manager.
- From 2003 to 2007, Mr. Keyes was Vice President / Marketing and Client Services.
- From 2000 to 2003, Mr. Keyes was Associate Vice President of Client Services

In 1999 and 2000, Mr. Keyes worked independently under Keyes Company LLC providing investment management consulting services to small brokerage firms.

From 1993 to 1999, Mr. Keyes held numerous positions with John G. Kinnard & Co. including Performance Analyst, Associate Vice President, Vice President and Director of Investment Management Consulting.

Item 3 - Disciplinary Information

We are required to disclose all material facts regarding legal or disciplinary events that would be material to your evaluation of Mr. Keyes. There are no legal or disciplinary events relating to Mr. Keyes.

Item 4 - Other Business Activities

We are required to disclose other investment-related businesses or other business activities in which Mr. Keyes is actively engaged. Mr. Keyes is not involved in any other investment-related business or any other business activities for compensation.

Item 5 - Additional Compensation

We are required to disclose information regarding certain types of economic benefits Mr. Keyes receives from the adviser and third parties for providing advisory services. Mr. Keyes does not receive any economic benefits (i.e., sales awards or client referral bonuses) for providing advisory services from any person who is not a client.

Item 6 - Supervision

Mr. Keyes is subject to the firm's written compliance and supervisory procedures and the related ongoing compliance monitoring and testing. Such procedures address, among other things, the provision of investment advice. Mr. Keyes' accounts are subject to periodic review by Eric Becker, the CCO of Guardian Wealth Advisors, LLC. Questions concerning Mr. Keyes' advisory activities may be directed to Mr. Becker at 952-746-3211.

Item 1 - Cover Page



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Bloomington, MN 55437

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Form ADV Part 2B Brochure Supplement for Eric N. Becker

This brochure supplement provides information about Eric N. Becker that supplements the Guardian Wealth Advisors, LLC brochure. You should have received a copy of that brochure. Please contact us at 952-746-3211 or via e-mail at info@guardian-wealth.com if you did not receive the Guardian Wealth Advisors, LLC brochure or if you have any questions about the contents of this supplement.

Additional information about Eric N. Becker is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience

Name: Eric N. Becker
Year of Birth: 1979
Formal Education: University of Minnesota – Twin Cities,
Bachelor of Science, Business, Marketing

Business Background:

From 2019 to 2023, Mr. Becker was a Financial Advisor with Raymond James Financial.

From 2012 to 2019, Mr. Becker was a Senior Manager, Retail Analytics/Finance with The Walt Disney Co.

Professional Designation:

The AAMS® is awarded by the College for Financial Planning® to investment professionals who complete its 12-module AAMS® Professional Education Program, pass an examination, commit to a code of ethics and agree to pursue continuing education. Continued use of the AAMS® designation is subject to ongoing renewal requirements. Every two (2) years the designee must renew their right to continue using the AAMS® designation by completing 16 hours of continuing education and reaffirming to abide by the Standards of Professional Conduct.

Item 3 - Disciplinary Information

We are required to disclose all material facts regarding legal or disciplinary events that would be material to your evaluation of Mr. Becker. There are no legal or disciplinary events relating to Mr. Becker.

Item 4 - Other Business Activities

We are required to disclose other investment-related businesses or other business activities in which Mr. Becker is actively engaged. Mr. Becker is not involved in any other investment-related business or any other business activities for compensation.

Item 5 - Additional Compensation

We are required to disclose information regarding certain types of economic benefits Mr. Becker receives from the adviser and third parties for providing advisory services. Mr. Becker does not receive any economic benefits (i.e., sales awards or client referral bonuses) for providing advisory services from any person who is not a client.

Item 6 - Supervision

Mr. Becker is subject to the firm's written compliance and supervisory procedures and the related ongoing compliance monitoring and testing. Such procedures address, among other things, the provision of investment advice. Questions concerning Mr. Becker's advisory activities may be directed to him at 952-746-3211.

Item 1 - Cover Page



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Bloomington, MN 55437

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Supplement last updated: January 2, 2024

Form ADV Part 2B

Brochure Supplement for Ryan W. Kelly

This brochure supplement provides information about Ryan W. Kelly that supplements the Guardian Wealth Advisors, LLC brochure. You should have received a copy of that brochure. Please contact us at 952-746-3211 or via e-mail at info@guardian-wealth.com if you did not receive the Guardian Wealth Advisors, LLC brochure or if you have any questions about the contents of this supplement.

Additional information about Ryan W. Kelly is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 - Educational Background and Business Experience

Name: Ryan W. Kelly
Year of Birth: 1976
Formal Education: Carlson School of Management, MBT, Masters of Business Taxation
North Dakota State University, Accountancy, Taxation

Business Background:

Since January 2024, Mr. Kelly has been an Advisor with Guardian Wealth Advisors.

Since 2019, Mr. Kelly has been a Tax Advisor and Shareholder with Myslajek, Kemp & Spencer, Ltd.

From 2008 to 2019, Mr. Kelly was a CPA, Tax Advisor and Principal with Olsen Thielen & Co., Ltd.

Professional Designation:

CPAs are licensed and regulated by their state boards of accountancy. While state laws and regulations vary, the education, experience and testing requirements for licensure as a CPA generally include minimum college education (typically 150 credit hours with at least a baccalaureate degree and a concentration in accounting), minimum experience levels (most states require at least one year of experience providing services that involve the use of accounting, attest, compilation, management advisory, financial advisory, tax or consulting skills, all of which must be achieved under the supervision of or verification by a CPA), and successful passage of the Uniform CPA Examination. In order to maintain a CPA license, states generally require the completion of 40 hours of continuing professional education (CPE) each year (or 80 hours over a two-year period or 120 hours over a three-year period). Additionally, all American Institute of Certified Public Accountants (AICPA) members are required to follow a rigorous *Code of Professional Conduct* which requires that they act with integrity, objectivity, due care, competence, fully disclose any conflicts of interest (and obtain client consent if a conflict exists), maintain client confidentiality, disclose to the client any commission or referral fees, and serve the public interest when providing financial services. The vast majority of state boards of accountancy have adopted the AICPA's *Code of Professional Conduct* within their state accountancy laws or have created their own. In addition to the *Code of Professional Conduct*, AICPA members who provide personal financial planning services are required to

follow the *Statement on Standards in Personal Financial Planning Services* (SSPFPS).

Item 3 - Disciplinary Information

We are required to disclose all material facts regarding legal or disciplinary events that would be material to your evaluation of Mr. Kelly. There are no legal or disciplinary events relating to Mr. Becker.

Item 4 - Other Business Activities

Certified Public Accountant (CPA). Ryan Kelly, in his individual capacity, is a certified public accountant, and may recommend his tax preparation and/or accounting services. To the extent a client determines to engage Mr. Kelly to provide tax preparation and/or accounting services, such services shall be provided by Mr. Kelly in his individual capacity as a certified public accountant, independent of Registrant. Registrant shall receive no portion of fees charged by Mr. Kelly for such services. **Conflict of Interest:** The recommendation by Mr. Kelly that a client elect his accounting services presents a ***conflict of interest***, as the receipt of fees for accounting services may provide an incentive to recommend such services, rather than recommending such services based upon a particular client's needs. No client is under any obligation to utilize Mr. Kelly for accounting services. Clients are reminded that they may elect to obtain accounting services recommended by the Registrant through other non-affiliated certified public accountants. **The Registrant's Chief Compliance Officer, Eric Becker, remains available to address any questions that a client or prospective may have regarding the above conflict of interest.**

Item 5 - Additional Compensation

We are required to disclose information regarding certain types of economic benefits Mr. Kelly receives from the adviser and third parties for providing advisory services. Mr. Kelly does not receive any economic benefits (i.e., sales awards or client referral bonuses) for providing advisory services from any person who is not a client.

Item 6 - Supervision

Mr. Kelly is subject to the firm's written compliance and supervisory procedures and the related ongoing compliance monitoring and testing. Such procedures address, among other things, the provision of investment advice. Mr. Kelly's accounts are subject to periodic review by Eric Becker, the CCO of Guardian Wealth Advisors, LLC. Questions concerning Mr. Kelly's advisory activities may be directed to Mr. Becker at 952-746-3211.