



## **SAFEGUARD INVESTMENT ADVISORY GROUP, LLC**

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**April 24, 2024**

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

This Brochure provides you with information about the qualifications, business practices, and nature of advisory services of Safeguard Investment Advisory Group, LLC, all of which should be considered before becoming an advisory client of Safeguard Investment Advisory Group, LLC. Please contact James Murray, Chief Compliance Officer, at [james@safeguardinvestment.com](mailto:james@safeguardinvestment.com) or (951) 667-4969, if you have any questions about this Brochure.

The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC"), or by any state securities authority.

We are an investment adviser registered with the United States Securities and Exchange Commission. Registration does not imply a certain level of skill or training. Additional information about our Firm is available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by our unique identifying number known as a CRD number, which is 146132.

## **Item 2 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 the filing of our last annual updating amendment, dated March 13, 2023, we are no longer offering investment management through a wrap fee program. We have also updated our advisory fees which have been increased by .15%.

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## **Item 4 Advisory Business**

### **DESCRIPTION OF FIRM & SERVICES**

Safeguard Investment Advisory Group, LLC, is a registered investment adviser headquartered in Corona, California. We are organized as a limited liability company in California. In this Brochure, we refer to our firm as "SIAG," "we," "our," and "us." We refer to our clients and prospective clients as "you," "your," and "Client."

We have been providing investment advisory services since February 20, 2008. We are owned equally by Reid Abedeen, Edward A. Sota, and Ricky Rivera.

### **OVERVIEW OF SERVICES**

We offer a wide range of investment advisory services to meet the needs of our Clients, including investment management services on a discretionary basis and non-discretionary basis, access to third-party investment management services, and fee-based financial planning services and consulting services.

#### **Portfolio Management Services**

We typically manage client accounts on a discretionary basis. We offer non-discretionary portfolio management services on a limited basis. Our investment advice is tailored to meet our clients' needs and investment objectives.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us 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 granted by the investment advisory agreement you sign with our firm as well as the appropriate trading authorization forms required of the custodian.

You may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing.

We may also offer non-discretionary portfolio management services. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

#### **Sub Advisers**

As part of our portfolio management services, we may use one or more sub-advisers to manage a portion of your account on a discretionary basis. The sub-adviser(s) may use one or more of their model portfolios to manage your account. We will regularly monitor the performance of your accounts managed by sub-adviser(s), and may hire and fire any sub-adviser without your prior approval. You or SIAG will pay the advisory fee to the sub-adviser(s) we use; however, you will not pay our firm a higher advisory fee as a result of any sub-advisory relationships. Any additional fees that are paid by you to a sub-adviser(s) will be disclosed and consented to by you in a separate agreement with our firm and/or the sub-adviser(s). Clients will not have any direct agreement with any sub adviser. The Advisory Fees charged by each sub-adviser are included in the Advisory Fees shown on the Fee Disclosure Form, or will be shown in a subsequent written notice we provide you at least 30 days' in advance of assessing

any additional Advisory Fees for the cost of fees for sub- advisers that are not reflected in the amount of Advisory Fees shown on the Fee Disclosure Form.

### **Account Profile**

Client shall provide SIAG information necessary to complete SIAG's account profile, including without limitation, Client's personal and financial situation, investment objectives, and risk tolerance (all the "Suitability Information"), and any reasonable investment restrictions Client wishes to impose with respect to each Managed Account.

### **Financial Planning Services & Consulting Services**

All Clients may request, **for a separate fee**, financial planning services or limited scope consulting services (the "Financial Planning Services" and "Consulting Services"), a general description of which is provided in the Advisory Agreement, or as SIAG and the Client may otherwise mutually agree in writing. Portfolio management services are separate and not required to receive Financial Planning Services or Consulting Services.

Financial Planning Services typically involve advising Clients regarding the management of their financial resources based upon an analysis of their individual needs. These services can range from broad-based Financial Planning Services to consultative or single subject planning.

When the Client engages us for a written financial plan, we will meet with Client to gather information about Client's financial circumstances and objectives. We may also use financial planning software to determine Client's current financial position and to define and quantify Client's long-term goals and objectives, and to develop shorter-term, targeted objectives. After reviewing and analyzing the information Client provides and the data derived from our financial planning software, we will typically prepare and deliver the written plan to Client, designed to help Client in tracking progress towards achieving Client's stated financial goals and objectives.

Financial plans are based on Client's financial situation at the time we present the plan to Client, and on the personal, financial, and other information Client provides to us. If prior to our delivery of the completed plan, any of the information Client provided changes, Client must notify us promptly, so that we can discuss the impact of such changes on the plan and recommendations. After delivery of the completed plan, we will not make further changes, except with a new engagement.

We offer Consulting Services that involve advising Clients on specific limited-scope financial topics. The topics we address may include, but are not limited to, risk management, investment planning, financial organization, or financial decision-making and negotiation, as well as budgeting, debt management, and financial goal setting. Prior to beginning any engagement, the Client and Representative will agree on the specific scope of the services to be provided, the nature of the deliverable Representative will be expected to deliver at the conclusion of the engagement, the fees (or estimate of the fees), and time frame for completion of part or all of the services and delivery of the final results requested by Client. A written report will not be provided unless specifically agreed in the written description of Consulting Services that is part of the Advisory Agreement (or as otherwise agreed by SIAG (or Representative, on its behalf) and Client in writing.

## **Disclosure of Conflicts of Interest**

Clients should be aware that a conflict exists as a result of the compensation SIAG advisors may earn from recommendations of insurance products to Clients. The recommendations for the sale of such products and services that, if accepted by the Client, will create additional compensation that is separate and apart from the advisory fees that Safeguard Advisors earns from the advisory services provided to its Clients. Advisory fees are not reduced or offset by any additional compensation earned from the sale of any insurance products to Client.

Client is under no obligation to act upon any recommendations with respect to the purchase of any insurance products, and if the Client elects to act on any of the recommendations, such recommendations may be implemented through an insurance agent or other financial intermediary of the Client's own choosing who may provide products or services at lower cost.

## **TYPES OF INVESTMENTS**

We offer Clients advice on a wide range of securities, including equity securities, fixed income securities, mutual fund shares and other investment company securities, United States government securities, options contracts on securities, money market funds, REITs and ETFs, variable annuities and other securities. However, in many instances our advice is directed to Clients who seek information about positions they acquired before they became a Client of SIAG. The types of securities about which we provide advice is much broader than the types of securities we typically recommend for our Client portfolios. In general, we recommend portfolios that emphasize, but are not limited to, mutual funds and ETFs, as well as individual securities, particularly listed equity securities.

## **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.

## ASSETS UNDER MANAGEMENT

As of January 31, 2024, we provide continuous management services for \$386,134,121 in client assets on a discretionary basis, and \$68,423,291 in client assets on a non-discretionary basis, for a total of \$454,557,412.

## Item 5 Fees and Compensation

### ADVISORY FEES

#### Advisory Fees

Total Assets Under Management	Max. Advisory Fee Rate
\$100,000 - \$250,000	2.15%
\$250,001 - \$500,000	1.9%
\$500,001 - \$1,000,000	1.65%
Above \$1,000,000	1.15%

For accounts custodied at Schwab fees are based on the closing market value of the Account on the last day of the quarter and billed in arrears. For accounts custodied at Fidelity, fees are billed monthly in arrears on an average daily balance. These fees are negotiable at the firm's sole discretion and the final fee will be disclosed in the Advisory Agreement. SIAG's advisory fees will be deducted from the Client's custodial account. The amount of the Advisory Fee deducted by the custodian will be reflected on the custodian's regular statements to the Client. If accounts are incepted or terminated within the billing period, fees will be prorated. Clients are encouraged to review each statement and the Advisory Fee assessed. In SIAG's discretion, Clients may have SIAG directly invoice for advisory services. In such limited circumstances, invoices are payable upon receipt.

#### Brokerage and Investment Expenses

To a large extent, Client portfolios will be comprised of mutual funds, ETFs, and money market funds; however, for some Clients, and certain strategies and managers, it may be appropriate to invest individual stocks or other securities. Although many of the investment company investments are "load-waived" investments, Clients should expect that their account will incur some or all of the Brokerage and Investment Expenses described below.

Accounts will pay the broker or dealer for their account (typically, the Custodian or a broker-dealer affiliate of their Custodian) commissions, sales charges, or similar transaction-related fees for each transaction to buy, sell, exchange, or redeem securities for the account. Following are examples of some of the types of fees and expenses that are included in the Brokerage and Investment Expenses:

- transaction-related costs paid to brokers, stock exchanges, electronic communications networks, and other trading intermediaries executing account transactions; and
- odd lot charges, transfer and other taxes, floor brokerage fees, service, handling, delivery, and mailing fees, electronic wire transfer fees, currency exchange fees, margin interest if client chooses to use margin, and other expenses related to investments made or assets held for Client's account.
- custodial fees

## **Your Brokerage and Custody Costs at Schwab or Fidelity**

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. Schwab charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for accounts custodied at Schwab. We have determined that having Schwab execute most trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors. See "Brokerage Practices". Fidelity does not charge transactional fees if clients choose to have their statements and confirms delivered electronically.

## **Investment Company Expenses**

Accounts will pay the indirect costs of the internal management fees, operating costs, and investment expenses that the mutual funds, money market funds, and ETFs (all referred to as a "fund") deduct from their assets representing the costs incurred to operate the fund. These internal expenses generally include recordkeeping fees, and transfer and sub-transfer agent fees, among others. All of these represent indirect expenses that are charged to the fund's shareholders.

Frequently, these internal expenses also include "Distribution Fees." These amounts are deducted from the fund's assets to compensate brokers who sell fund shares, as well as to pay for advertising, printing and mailing prospectuses to new investors, and printing and mailing sales literature. SIAG does not receive 12b-1 Fees does not accept 12b-1 Fees from fund companies whose shares we recommend to our Clients, which includes "Shareholder Service Fees" which are amounts deducted from the fund's assets to pay the costs of responding to investor inquiries and providing investors with information about their accounts.

Distribution Fees and Shareholder Service Fees are referred to collectively as "12b-1 Fees," named after the SEC rule that adopted them. The 12b-1 Fees are calculated for each class of shares of a fund, and are calculated as a percentage of the total assets attributable to the share class. The 12b-1 Fees, Advisory Fees, and other ongoing expenses are described in the fund's prospectus Fee Table. These fees will vary from fund to fund and for different share classes of the same fund. You can use prospectus Fee Tables to help compare the annual expenses of different funds.

ETFs are a type of Investment Company that aims to achieve the same return as a particular market index. They can be either open-end companies or unit investment trusts. ETFs are not considered to be, and are not permitted to call themselves, mutual funds. ETFs differ from mutual funds and unit investment trusts because shares issued by ETFs are bought and sold by investors on a secondary market. Unlike mutual funds, retail investors generally cannot tender their shares directly to the ETF for redemption because shares of ETFs are redeemable from the fund only in very large blocks (blocks of 50,000 shares, for example).

When we deem it suitable for an account, we may use ETFs to achieve market exposure consistent with the index on which the ETF is based. Investment returns and principal value will fluctuate so that an account's ETF shares, when sold, may be worth more or less than the original cost. Mutual funds



may also impose a contingent deferred sales charge ("CDSC") or short-term trading fee if shares are redeemed within a short time period, usually within 30, 60 or 90 days from the date of purchase. The CDSC or redemption fee is generally one percent.

### **Disclosure Regarding AE Wealth Management, LLC**

SIAG has engaged AE Wealth Management, LLC ("AEWM"), an SEC-registered investment adviser, as a Subadviser, as described in Item 4, and also to provide administrative and support services to SIAG.

We believe that our Advisory Fees are reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services. However, the fees may be higher than those charged by other investment advisers offering similar services. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

Advisory Fees will be deducted from your account by the qualified custodian(s). You authorize the Custodian(s) of the Managed Account(s) to deduct fees from your account and pay such fees directly to us, and any Manager, Model Provider or Model Manager. You should review your account statements received from the Custodian(s) and verify that the accurate Advisory Fees are being deducted. The Custodian(s) will not verify the accuracy of the Advisory Fees deducted.

AEWM services are offered our clients on a non-wrap fee basis. The Custodian will charge a separate commission, ticket charge or fee for executing a securities transaction in addition to our Advisory Fees, and the fees of any Model Managers.

You should be aware that there may be other third-party managed programs not recommended by SIAG or Representative that would be suitable for you and less costly than arrangements recommended by our firm. No guarantees can be made that your financial goals or objectives will be achieved through AEWM. No guarantees of performance can ever be offered by our firm.

### **FINANCIAL PLANNING FEES**

The hourly fee for Financial Planning Services or Consulting Services shall range from \$250 to \$350 per hour, billed in a quarter-hour minimum increments, as Client and we shall agree at the time the specific services are agreed. The fee rate shall be based on the nature, scope and complexity of the engagement, and the individual Representative providing the services, and will be negotiated on a Client-by-Client basis, in our sole discretion. Financial planning fees are payable in arrears upon completion of services, and are paid via check or with credit card upon completion.

Clients may terminate financial planning contracts without penalty within five business days of signing the contract, or at any time after that period upon notification to SIAG. Because fees are charged in arrears, no refund is necessary, but any fees owed for Financial Planning Services prior to termination will be invoiced and payable upon receipt.

### **ADDITIONAL DISCLOSURES**

#### **Evaluate All Costs of Our Investment Advisor Services**

When evaluating the overall costs and benefits of our investment services, Clients should consider not just our Advisory Fees, but also the potential Brokerage and Investment Expenses, the Investment Company Expenses, and Custodial Expenses. Clients should consider carefully all of the direct and indirect fees and expenses of our services and the investment products we recommend to fully understand the total costs and assess the value of our services.

## **Purchases of Similar Products and Services from Other Firms**

Clients can generally purchase similar investment products or services through other firms that are not affiliated with us. Our Advisory Fees as well as other costs may be higher than amounts charged by other advisers or financial services firms for similar services and who may provide better performance or lower risk.

Clients may also purchase mutual funds or other investment products or services directly from mutual fund companies. The products may be available on a low or "no-load" basis. Although we do recommend "load-waived" mutual fund share classes, they may carry 12b-1 Fees higher than a Client may be able to obtain through a Client's direct purchase from a fund company.

If a Client chooses to purchase investments directly or through another intermediary, the Client will not receive the benefit of the services we provide in determining which investment products or services may be appropriate in view of the Client's financial situation, investment objectives, risk tolerance, and liquidity needs.

Please refer to Item 12 for additional information regarding brokerage, transaction, and other fees and expenses Clients will incur.

## **TERM & TERMINATION**

The "Effective Date" shall occur on the earlier of (i) the date when the Agreement is fully executed by all parties, or (ii) the date we receive a counterpart of the Agreement fully executed by all Clients and we begin to provide advisory services pursuant to the Agreement.

Client shall have five (5) business days from the Effective Date to terminate the Agreement. Thereafter, the Agreement will continue in effect from the date the "Contract Date" for an initial one-year term ending on the last day of the calendar month in which occurs the anniversary of the Contract Date, unless terminated by either party in writing, as provided below. Such last calendar day shall become the renewal date if this Agreement is not terminated, and thereafter, this Agreement shall renew automatically without action by either party until terminated.

The Agreement may be terminated by any party at any time upon notification to terminate. Termination of the Agreement will not affect (i) the validity of any action taken by us or any liabilities or obligations of the parties from transactions initiated before termination of the Agreement; or (ii) your obligation to pay Advisory Fees, expenses or other amounts to us, fees or expenses to Subadvisers or Managers, as of the date of termination. Upon the termination of the Agreement, we will not have any continuing obligation to take any action on your behalf. If you have prepaid any Advisory Fees to us, we will refund any unearned fees upon termination of the Agreement; Managers are responsible for refunding any prepaid fees they received.

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

Performance-based fees are fees based on a share of capital gains or capital appreciation of the assets of a Client. **SIAG does not accept performance-based fees.**

Side-by-side management is the management of both accounts that are charged a performance-based fee and accounts that are charged another type of fee, such as an hourly or asset-based fee. SIAG does not accept performance-based fees; therefore, it does not engage in side-by-side management.

## Item 7 Types of Clients

### Types of Clients

SIAG generally provides investment advice and/or management supervisory services to the following types of Clients: individuals, high net worth individuals, pensions and profit sharing plans, corporations, and other businesses.

### Conditions for Account Management

SIAG requires a minimum of \$100,000.00 to open or maintain an account. The minimum requirement may be waived at the firm's sole discretion. SIAG aggregates household accounts to meet the minimum requirements or fee percentage breakpoints. The Client will be informed prior to becoming obligated to any higher requirements.

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

### Methods of Analysis

SIAG employs fundamental analysis as our primary method for analyzing securities to achieve the investment objectives and goals of our Clients.

Fundamental analysis consists of analyzing financial statements of companies, calculating financial ratios, and reviewing cyclical trends of industries in conjunction with other monetary policy indicators, to assess the overall performance and profitability of companies. Fundamental analysis is performed on historical and present data. There are risks associated in making financial forecasts on such data. Since fundamental analysis takes a long-term approach to analyzing markets and often looking at data over a number of years, a gain may not be realized until several years.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Third-party money managers develop their own investment analyses and strategies. Each third party money manager will provide to the Client a copy of its Form ADV Part 2A which includes information regarding methods of analysis and investment strategies.

### Investment Strategies

SIAG utilizes the following investment strategies when implementing investment advice given to Clients:

- **Long Term Trading:** Long Term Trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.
- **Short Term Trading:** Short Term Trading generally holds greater risk; therefore, Clients should be aware that there is a chance of material risk of loss using any of those strategies.

SIAG seeks to invest for the long term with an emphasis on after-tax returns. Our preferred investment time frame is 2 to 10 years. However, experience has taught us that investment policies with rigid arbitrary parameters are fraught with potential peril. Consequently, we are committed to allowing the implied relative valuations across broad asset classes be our ultimate guide for portfolio construction,

security selection, and portfolio turnover. We reserve the right to turn the portfolio over with greater frequency than would be our preference, should changes in relative valuations manifest themselves differently from our prior expectations. We believe that a strategy so implemented could produce better volatility-adjusted, as well as absolute returns over the long-term, relative to traditional strategies.

The third-party investment managers available through SIAG may employ various investment strategies to help Clients meet their investment objectives and goals. Recommendations may consist of diversifying assets over several different asset classes.

### **Material Risks of Methods of Analysis and Investment Strategies**

Every method of analysis has its own inherent risks. To perform an accurate market analysis SIAG must have access to current/new market information. SIAG has no control over the dissemination rate of market information; therefore, unbeknownst to SIAG, certain analyses may be compiled with outdated market information, severely limiting the value of SIAG's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

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 SIAG) will be profitable or equal any specific performance level(s).

SIAG's primary investment strategies - Long Term Trading and Short Term Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop, but as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

Notwithstanding the method of analysis or investment strategy employed by our Firm, the assets within your portfolio are subject to risk of devaluation or loss. SIAG wants you to be aware that there are many different events that can affect the value of your assets or portfolio including, but not limited to, changes in financial status of companies, market fluctuations, changes in exchange rates, trading suspensions and delays, economic reports, and natural disasters.

Although SIAG's methods of analysis and investment strategies do not present any significant or unusual risks, all investments have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind.

*Special Risks that we want our Clients to be aware of:*

**International Investments:** There may be specific risks associated with investing internationally such as changes in currency rates, foreign taxation, differences in auditing and financial standards, and other risks which may be associated with specific country investments.

**High-Yield Bonds:** There may be specific risks associated with investing in high-yield bonds related to credit worthiness, limitation on marketability of the bonds, and the ability of the borrower to repay the debt.

**Concentration of Investments:** There may be increased risk and volatility in concentrating investments in one economic sector or geographical region.

**Note Regarding Selection of Other Advisers:** Clients should read the Form ADV Part 2A of the third-party money manager, such as SEI, to understand the investment strategies and methods of analysis employed by the third-party money manager, and the risks associated with those. Prospective investors should carefully consider all risks, as there can be no assurance that the asset managed by the third-party managers will achieve their respective investment objectives or avoid substantial losses.

## **Recommendation of Specific Types of Securities**

The advice of SIAG does not focus primarily on specific types of securities; our strategies include an array of securities and investment vehicles. We give advice on, but do not necessarily recommend, all types of securities ranging from government bonds through mutual funds and commodities.

## **Item 9 Disciplinary Information**

The Firm is required to disclose whether there are legal or disciplinary events that are material to a Client's or prospective Client's evaluation of our advisory business, or the integrity of our management. SIAG and its employees have not been involved in legal or disciplinary events related to past or present investment Clients.

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

### **Financial Industry Activities**

SIAG is not a registered broker-dealer and does not have an application pending to register as a broker-dealer. Furthermore, none of SIAG's management or supervised persons is a registered representative, or has an application pending to register as representatives of a broker-dealer.

SIAG is not a registered, Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor and does not have an application pending to register as such. Furthermore, none of SIAG's management or supervised persons is registered as or has applications pending to register as an associated person of the foregoing entities.

### **Other Material Relationships**

SIAG does not offer or sell insurance products, however individual investment advisors of the firm are licensed insurance agents.

Reid Abedeen, Ricky Rivera, Andrew Anable, Dan Carter, David Hart, Christopher Miller, James Murray, Deryk Cherubini and Edward A. Sota is each a licensed insurance agent in the state of California. In their individual capacities as a licensed insurance agent, they may recommend the purchase of certain insurance-related products on a commission basis. From time to time, they will offer Client's advice or products from those activities.

Clients can engage these individuals to effect insurance transactions on a commission basis. When providing such insurance services, these Insurance Agents are acting outside of their role as your investment adviser with SIAG. When acting in their separate capacity as Insurance Agents, they may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. Insurance Agents are also eligible to receive incentives and other compensation based on and related to insurance transactions. These incentives include, but are not limited to, the following: gifts, meals, entertainment, participation in bonus programs and travel expenses to

conferences and events. Consequently, your Insurance Agent has an inherent conflict of interest and has incentives to recommend you purchase insurance products due to the receipt of commissions and other compensation.

The insurance business of Investment Advisors listed above is not supervised by SIAG. Insurance Agents recommend and sell insurance products, under a best interest standard of care that is different than when they are acting in their capacity as investment adviser representatives. If you purchase insurance products, the insurance carrier determines whether such purchases meet the relevant suitability or best interest standard under applicable law.

An SIAG investment adviser representative may recommend that a client liquidate a portion of an advisory account to fund the purchase of an insurance product. This represents a conflict of interest based on the initial higher amounts earned through product-based commissions relative to advisory account fees. These commissions earned by advisors in their capacity as an Insurance Agent may be substantially more than would be earned in their capacity as an investment adviser representative in a given time period. Specifically, commissions earned can equal more than multiple years of advisory fees depending on the assets under management in an advisory account. SIAG Investment Advisor Representatives may recommend that distributions from insurance products be invested in to accounts managed by SIAG. This represents a conflict of interest as it can increase the assets managed in a client's account therefore increasing the asset management fees the investment advisors receive.

A certain SIAG advisor is also an investment advisor at Martin Wealth Management, LLC. Clients of SIAG will not be solicited to engage in investment advisory services offered by Martin Wealth Management LLC.

#### **Agreement with AE Wealth Management, LLC**

As described in Item 5, SIAG has entered into an agreement with AE Wealth Management, LLC ("AEWM") wherein AEWM serves as a Subadviser to SIAG. Pursuant to this agreement, AEWM provides access by SIAG and its advisors to AEWM's managed account program, its Model Managers, Model Portfolios, and other services. AEWM also provides administrative and other support services for SIAG. The business relationship between AEWM, and SIAG provides for these firms to share the Advisory Fees paid by Clients. Each of these firms is independent and there is no ownership interest between SIAG and either of these firms. Through SIAG's relationship with AEWM, we have access to various portfolio modeling tools and research, which we would not have access to (or which we would be required to pay for) if the business relationship is not successful. As a result, we have an economic incentive to recommend Clients use (or continue to use) the services of AEWM so we may continue to have access to these tools and research, without paying for them. As such, a conflict of interest exists that may cause us to recommend that a Client engage (or continue to engage) AEWM's services based on our interests rather than the benefits to the Client of such services.

We address this conflict of interest by disclosing it in this Brochure. We also monitor our accounts, and evaluate the quality and costs of the services provided, the value and quality of the tools, and research to which we have access, and assess any third-party managers who provide portfolio management services for our Clients to determine whether our continued recommendation or selection of them continues to meet our fiduciary obligations. Although we continue to believe that our selection of AEWM meets our fiduciary obligations and is in the best interests of our Clients, it is possible that our judgment could be materially affected by our desire to continue using these tools and services without payment.



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

### **Code of Ethics**

All employees of SIAG must act in an ethical and professional manner. In view of the foregoing and applicable provisions of relevant law, SIAG has determined to adopt a Code of Ethics to specify and prohibit certain types of transactions deemed to create conflicts of interest (or at least the potential for or the appearance of such a conflict), and to establish reporting requirements and enforcement procedures relating to personal trading by SIAG personnel. SIAG's Code of Ethics, which specifically deals with professional standards, insider trading, personal trading, gifts and entertainment, and fiduciary duties, establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. We will provide a copy of our Code of Ethics to any Client or prospective Client upon request.

### **Participation of Interest in Client Transactions**

SIAG does not recommend or affect transactions in securities which any related person may have material financial interest.

### **Proprietary/ Simultaneous Trading**

At times, SIAG or related persons may buy or sell, for our own accounts, securities that have also been recommended for our Clients. However, any purchase or sale of a security by SIAG or a related person will be subject to SIAG's fiduciary duty to our Clients. SIAG will document transactions that represent material conflicts of interest. Typically, there is no conflict of interest as the securities we recommend are widely held and publicly traded, and we are too small an Investment Adviser/investor to affect the market. However, to mitigate or remedy any conflicts of interest or perceived conflicts of interest, SIAG will monitor trading reports for adherence to our Code of Ethics.

From time to time, employees of SIAG may buy or sell securities for themselves at, or around, the same time as Clients. In any instance where similar securities are bought or sold, we will uphold our fiduciary duty by always effecting transactions that are in the best interest of our Clients.

### **Investments Around Time of Client Transactions**

The Firm and its employees are permitted to trade for their own accounts side-by-side with Clients in the same securities at or around the same time as Clients on the same trading day and are permitted to aggregate trades for their proprietary accounts with trades for Client accounts. The Firm, its employees, and its affiliates may buy or sell securities for their personal accounts identical to the securities recommended to Clients. We have adopted the procedures described below to address the conflicts of interest arising from our policies described in Items 11.C and 11.D:

- the Firm prohibits access persons from purchasing or selling securities (other than mutual funds or other securities that are not treated as "reportable securities") immediately prior to Client transactions, in order to prevent them from benefiting from transactions placed on behalf of advisory accounts;
- no director, officer, or employee of the Firm shall buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment, unless the information is also available to the investing public on reasonable inquiry;
- no director, officer, or employee of the Firm shall knowingly prefer his or her own interest to that of an advisory Client;
- the Firm maintains records of securities held by the Firm and its access persons. These holdings are reviewed on a regular basis by the Investment Committee;
- the Firm emphasizes the unrestricted right of the Client to decline to implement any advice it

has rendered (except where the Firm has entered an order pursuant to its exercise of discretionary authority);

- the Firm requires all employees to act in accordance with all applicable Federal and State laws and regulations governing registered investment advisory practices; and
- any individual not in observance of the above may be subject to discipline, including termination.

### **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 persons associated with our firm. 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 persons associated with our firm are expected to adhere strictly to these guidelines. 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.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

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

Neither our firm nor any persons associated with our firm has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

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

#### **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 mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

### **Aggregated Trading**

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("aggregated trading"). Refer to the *Brokerage Practices* section in this brochure for information on our aggregated trading practices.

A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.



## **Item 12 Brokerage Practices**

### **Selection and Recommendation**

The Managed Assets must be maintained in an account (the "Managed Account") with a qualified custodian (the "Custodian") acceptable to SIAG, as provided below. Client is responsible for negotiating the terms of the separate agreement(s) (collectively, the "Custodial Agreement") between Client and Custodian with respect to the custodial, brokerage, and related services to be provided by Custodian. SIAG will not open a Managed Account for Client. Clients will select the Custodian by entering into the Custodial Agreement (and any related brokerage account agreements) directly with the Custodian.

Clients who participate in the Safeguard Advisory Services or any other service provided by AEWM are required to establish and maintain the Managed Account with the institutional platforms of Charles Schwab & Co., Inc. ("Schwab") or with Fidelity Institutional Wealth Services and/or its affiliate, National Financial Services LLC ("Fidelity") (collectively "the custodians"). The custodians are members of FINRA/SIPC/NFA. The custodians are independent and unaffiliated registered broker-dealers and are recommended by SIAG and AEWM to maintain custody of Client assets and to affect trades for their accounts. If a Client does not wish to open and maintain the Managed Account with the custodians, SIAG will generally decline the engagement, however SIAG in its sole discretion, reserves the discretion to agree to manage client assets at another acceptable Custodian.

The primary factor in suggesting a broker/dealer or custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any broker/dealer and money manager suggested by our Subadviser(s) must be efficient, seamless, and straight-forward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker/dealer.

### **Best Execution**

Where it has brokerage discretion, SIAG will seek "best execution" for each trade, which is a combination of price, quality of execution and other factors. In making brokerage determinations, SIAG will consider a number of judgmental factors, including, without limitation: 1) clearance and settlement capabilities; 2) quality of confirmations and account statements; 3) the ability of the broker to settle the trade promptly and accurately; 4) the financial standing, reputation, and integrity of the broker-dealer; 5) the broker-dealer's access to markets, research capabilities, market knowledge, and any "value added" characteristics; 6) SIAG's past experience with the broker-dealer; 7) SIAG's past experience with similar trades; and 8) any other factors. Recognizing the value of these factors, Clients may pay a brokerage commission in excess of that which another broker might have charged for effecting the same transaction. Best execution is not synonymous with lowest brokerage commission. There is no assurance that the Client's brokerage costs will be the lowest available; lower costs are likely available for similar services from other brokers or custodians, and by paying lower costs, Clients may also improve their performance. Where SIAG provides access to investment service programs in which Client accounts are managed by third-party investment advisers, the selection and recommendation of broker-dealers, or custodians is the responsibility of the firm selecting the broker.

The Custodians offer to independent investment advisers services which include custody of securities, trade execution, clearance and settlement of transactions. SIAG receives some benefits from each Custodian through participation in their respective Programs. (Please see the disclosure under Item 14).

### **How SIAG Selects Brokers/Custodians**

SIAG seeks custodians that are brokers and that will hold Client assets and execute transactions on terms that are overall advantageous when compared to other available providers and their services. SIAG considers a wide range of factors, including, among others, the following:

- combination of transaction execution services along with asset custody services (generally without a separate fee for custody);
- capability to execute, clear and settle trades for Client's account;
- capabilities to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.);
- breadth of available investment products (stocks, bonds, mutual funds, exchange traded funds, etc.);
- availability of investment research and tools that assist SIAG in making investment decisions;
- quality of services;
- competitiveness of the prices for the services (commission rates, other fees, etc.) and willingness to negotiate them;
- reputation, financial strength and stability;
- prior service history with SIAG and its Clients; and
- availability of other products and services that benefit SIAG, as discussed below (see "Products and Services Available from Custodian").

### **Products and Services Available from Custodian**

SIAG participates in each of the adviser programs offered separately by the custodians. The custodians offer to independent investment advisers services that include custody of securities, trade execution, clearance and settlement of transactions. SIAG receives some benefits from the custodians through its participation in the Institutional Programs.

SIAG recommends the custodians to Clients for custody and brokerage services. There is no direct link between SIAG's participation in the Institutional Programs and the investment advice it gives to its Clients, although SIAG receives economic benefits through its participation in the Institutional Programs of the custodians that are typically not available to retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving SIAG participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to SIAG by third-party vendors. The custodians may also pay for business consulting and professional services received by SIAG or its related persons. Some of the products and services made available by the custodians through their respective Institutional Programs may benefit SIAG but may not benefit SIAG's Clients. These products or services may assist SIAG in managing and administering its accounts, including accounts not maintained at the custodians. Other services made available by the custodians are intended to help SIAG manage and further develop its business enterprise. The benefits received by SIAG or its personnel through participation in the Institutional Programs do not depend on the amount of brokerage transactions directed to the custodians. As part of its fiduciary duties to Clients, SIAG endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by SIAG or its related persons in and of itself creates a potential conflict of interest and may indirectly influence SIAG's choice or recommendation of the custodians for custody and brokerage services.

### **Services that Benefit Clients**

The custodians' brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client assets. The investment products available through each Custodian include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment, and access to mutual funds with no transaction fees and to certain institutional money managers which may result in lower Client expenses. These services generally benefit Clients and their accounts.

### **Services that May Not Directly Benefit Clients**

Some of the useful benefits and services made available by the custodians through their respective Institutional Programs may benefit SIAG but may not benefit all or any Client account. When SIAG selects or recommends the custodians, SIAG will take into consideration whether the particular custodian provides SIAG with such benefits and services. Clients pays the custodians trading fees to execute transactions. These products and services assist SIAG in managing and administering Client accounts. They include investment research-related products and tools, which may include, in some cases, research by the custodians or their respective affiliates. SIAG may use this research to service all or some substantial number of Clients' accounts, including accounts not maintained at the particular Custodian. In addition to investment research, the custodians also make available software and other technology that:

- provide access to Client account data (such as duplicate trade confirmations and account statements);
- facilitate trade execution, including access to a trading desk serving SIAG's Clients;
- access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the aggregated trade orders to multiple Client accounts);
- provide pricing and other market data;
- facilitate deduction of Advisory Fees directly from Clients' accounts;
- access to an electronic communications network for Client order entry and account information;
- assist with back-office functions, recordkeeping and Client reporting.

### **Services that Generally Benefit Only SIAG**

The custodians also offer other services intended to help SIAG manage and further develop its business enterprise, including:

- educational conferences and events;
- technology, compliance, marketing, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants and insurance providers.

The custodians may provide some of these services directly, or in other cases, will arrange for third-party vendors to provide the services to SIAG. The custodians may also discount or waive fees for some of these services or pay all or a part of a third party's fees. The custodians may also provide SIAG with other benefits such as occasional business entertainment of SIAG personnel.

**SIAG Interest in the Custodian's Services**

The availability of these services from the custodians is a benefit to SIAG because SIAG does not have to produce or purchase them. These services are not contingent upon SIAG committing any specific amount of business to the custodians in trading commissions or assets in custody. However, if SIAG did not recommend the custodians' services, it is unlikely that SIAG would continue to receive these services. SIAG's interest in continuing to receive the custodians' services gives it an incentive to recommend Clients maintain accounts with the custodians based on its interest in receiving the custodians' services that benefit SIAG's business rather than based on the Client's interest in receiving the best value in custody services and the most favorable execution of transactions. This is a conflict of interest. SIAG believes, however, that its recommendation of the custodians and their selection as broker is in the best interests of its Clients. The selection and recommendation of custodians is primarily supported by the scope, quality, and price of all of the services provided by the custodians (see above, "How SIAG Selects Brokers/Custodians") and not solely by the services that benefit only SIAG.

SIAG has an incentive to recommend that Clients maintain their accounts with the custodians based on SIAG's interest in receiving the services described above that benefit SIAG's business rather than based on the interest of its Clients in receiving the best value for custody services and the most favorable execution of their brokerage transactions. The availability of these useful services creates a financial incentive for SIAG to recommend the custodians for Client accounts so SIAG can continue to receive these services and avoid paying for them separately at SIAG's own expense. Our interests' conflict with our Clients' interests in obtaining the lowest possible execution costs. This is a conflict of interest. SIAG believes, however, that its recommendation and selection of the custodians and broker is in the best interests of its Clients. Our decision to select the custodians is primarily supported by the scope, quality and price of its services (based on the factors discussed above - see "How We Select Brokers/Custodians") and not the services that benefit only SIAG.

**Soft Dollars**

SIAG generally does not engage in formal soft dollar arrangements where SIAG commits to direct portfolio brokerage commissions to a broker-dealer in return for specified brokerage or research services that SIAG may use in making investment decisions for its Clients. SIAG, however, receives the useful benefits and services described above received from the custodians. Section 28(e) of the Securities Exchange Act of 1934 provides that an advisor does not breach fiduciary duties under state or federal law solely by causing its Clients' accounts to pay brokerage commissions in excess of the amount another broker-dealer would have charged if the adviser determines in good faith that the commissions are reasonable in relation to the value of brokerage and research services received. It is SIAG's policy to operate within the safe harbor of Section 28(e).

Beyond that, these services are not contingent upon SIAG committing any specific amount of business to the custodians in trading commissions or assets in custody. SIAG believes, however, that its selection of the custodians is in the best interests of SIAG's Clients. It is primarily supported by the scope, quality and price of Schwab's services (based on the factors discussed above - see "How We Select Brokers/Custodians") and not Custodians' services that benefit only SIAG. The availability of these useful services creates a financial incentive for SIAG to recommend the Custodian for Client accounts so SIAG can continue to receive these services and avoid paying for them separately at SIAG's own expense. Our interests' conflict with our Clients' interests in obtaining the lowest possible execution costs.

Although we strive to address this conflict in a manner consistent with our fiduciary duty, our judgment may be affected such that our efforts may not be entirely successful. To help mitigate this conflict, we have adopted procedures to analyze periodically the services and programs provided by or available through our brokers, to evaluate the usefulness of these services in relation to the costs of the services, and to assess the overall cost and quality of the services.

### **Lower Costs Available for Similar Services**

We offer no assurance that the commissions or investment expenses Clients will incur by using our selected custodians will be as low as the commissions or investment expenses charged by other firms for similar services. It is likely that lower costs may be available for similar services from other advisers, brokers or custodians, and by paying lower costs, Clients could significantly improve their long-term performance.

### **Directed Brokerage Arrangements**

Clients should understand that not all investment advisers require the use of a particular broker-dealer or custodian. Some investment advisers allow their Clients to select whichever broker-dealer the Client decides. By requiring Clients to use a particular broker-dealer, SIAG may not achieve the most favorable execution of Client transactions and the practice requiring the use of specific broker-dealers may cost Clients more money than if the Client used a different broker-dealer or custodian. We disclose to Clients that this requirement may result in higher brokerage costs and lower performance.

### **Order Aggregation**

SIAG may aggregate orders for the purchase or sale of securities on behalf of the accounts it manages. The ability for Clients to have their orders aggregated into a "block order" with other Clients can offer economic benefits, including the potential for volume discounts on their orders, timelier execution, a reduction of adverse market effects that can occur from separate, competing orders, and mutual sharing of transaction costs. Accounts of our supervised persons (employees) may participate in block orders on the same basis as Clients.

Block orders are typically placed through an "average price account" or similar account such that transactions for accounts participating in the order are averaged as to price (which will be NAV for all mutual fund securities), and the securities purchased or net proceeds received are allocated pro rata among the accounts in proportion to their respective orders placed that trading day. For mutual fund orders, if no economic benefit is received from the use of block orders, they will not be used.

Typically, partial fills will be allocated among accounts in proportion to the total orders participating in the block, unless we determine that another method of allocation is equitable (such as an alphabetical rotation, rotation based on the Clients of a particular Portfolio Consultant, or other method). Exceptions may be granted or allowed due to varying cash availability, divergent investment objectives, existing concentrations, tax considerations, performance relative to a benchmark, performance relative to other accounts in the same Portfolio, or a desire to avoid "odd lots" (an amount of a security that is less than the normal unit of trading for that security).

Accounts custodied at Fidelity are managed through AEWM's platform. AEWM may hold trades for the purpose of aggregation. Clients execution price may differ based on the custodian of their account



**Trade Error Policy**

It is our firm's policy for Clients to be made whole following a trade error. However, in general, the Custodian maintaining the account (or providing brokerage service) with respect to which the error occurred will generally apply its policies and procedures for resolving trade errors. In general, the Custodians will often reverse transactions where an error occurred, and any unexpected gains will be handled according to the Custodian's procedures. Gains not remaining in the Client's account will typically be donated to charity. Losses greater than \$100 will be paid by our firm, as the Client's adviser. It is unlikely that a Client will be able to retain any gains of \$100 or more resulting from a trade error because the custodian will reverse the transaction and donate the proceeds to charity. Generally, if related trade errors result in both gains and losses in the Clients account might be netted subject to the custodian's policies.

**Item 13 Review of Accounts****Periodic Reviews**

Accounts are reviewed regularly by the Representative assigned to the account. At least annually, the Client will be contacted to determine if there have been any changes in the Client's financial situation, the account's investment objectives, or if the Client wishes to impose or modify any reasonable account restrictions. More frequent reviews can be triggered by significant market or economic factors, or if the Client notifies the Representative of changes in the Client's financial situation, large withdrawals or significant deposits, or changes in the account investment objectives, or risk tolerance.

Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals;
- year-end tax planning;
- market moving events;
- security specific events; and/or
- changes in your risk/return objectives.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by the Representative. There is only one level of review and that is the total review conducted by the Representative when the plan is created.

**Client Statements and Reports**

Clients receive an account statement from the custodians at least quarterly, detailing the Managed Assets, transactions, fees, and expenses (including Advisory Fees) in the Managed Account as of the beginning and end, and for the period reported on such statement. SIAG does not provide any additional reports.

Clients who engage SIAG for a written financial plan will receive a one-time financial plan concerning their financial situation; provided, an engagement to provide a financial plan does not include a written plan unless the written Advisory Agreement specifically states that a written plan will be provided. After the presentation of any written plan required by the Client's Advisory Agreement, there will be no further reports or updates of the financial plan. Clients may request additional plans or reports for an additional fee.

Clients are advised to notify SIAG promptly if there are any material changes in their financial situation and/or investment objectives.

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

### **Economic Benefits for Client Referrals**

Refer to Item 10 regarding the benefits we receive from AEWM

As discussed in Item 10, we receive the use and benefit of the investment-related tools and research provided as a result of business arrangement with AEWM with respect to their managed account programs and services. These tools and research are not available to retail Clients of AEWM, or at least not on the same basis as provided to us. Although there is no direct link between our participation in the AEWM business arrangement and investment-related tools and research, and our recommendation of their advisory programs and services, and it is unlikely that we would continue to have access to such tools or research if our recommendations did not continue. As part of its fiduciary duties to Clients, SIAG endeavors to put the interests of its Clients first. Clients should be aware, however, that the receipt of investment-related tools and research by SIAG or its related persons in and of itself creates a conflict of interest and may influence SIAG's decision to recommend to AEWM based on SIAG's interest in ensuring its continued access to such tools and research instead of the Client's need for or benefits from such services.

Refer to Item 12 "Brokerage Practices" regarding benefits we receive from the custodian's Institutional Programs.

As disclosed under Item 12, SIAG participates in their custodians Institutional Programs, and SIAG may recommend the custodians to Clients for custody and brokerage services. There is no direct link between SIAG's participation in the Institutional Programs, and the investment advice it gives to its Clients, although SIAG receives economic benefits through its participation in the Institutional Programs that are typically not available to the custodians' retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving SIAG participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to SIAG by third party vendors. The custodians may also have paid for business consulting and professional services for SIAG's related persons. Some of the products and services made available by the custodians through the Institutional Programs may benefit SIAG but may not benefit SIAG's Client accounts. These products or services may assist SIAG in managing and administering Client accounts, including accounts not maintained at the custodians. Other services made available by the custodians are intended to help SIAG manage and further develop its business enterprise.

The benefits received by SIAG or its personnel through participation in the Institutional Programs do not depend on the amount of brokerage transactions directed to the custodians. As part of its fiduciary duties to Clients, SIAG endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by SIAG or its related persons in and of itself creates a potential conflict of interest and may indirectly influence SIAG's choice of custodian for custody and brokerage services.

## **Referral Compensation to unaffiliated Third Parties**

The Firm does not compensate, directly or indirectly, anyone who is not a supervised person of SIAG for Client referrals.

## **Item 15 Custody**

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

We are independently owned and operated and are not affiliated with the custodians. The custodians will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use our selected custodians, you will decide whether to do so and will open your account with the custodians by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor.

## **Item 16 Investment Discretion**

As discussed in Item 4, Clients may grant SIAG discretion over the selection and amount of securities to be purchased or sold for their Managed Account(s) without obtaining Client's consent or approval prior to each transaction. Subject to our agreement and within limits, for example, Client may specify reasonable investment restrictions, which means that a particular security will not be purchased. If we agree to a non-discretionary arrangement with our firm, we will obtain Client's approval prior to the execution of any transactions for Client's account(s). Client has an unrestricted right to decline to implement any advice provided by us on a non-discretionary basis.

For the Safeguard Advisory Services, SIAG and the sub-adviser(s) will be granted discretionary trading authority to provide investment management services, and for the SEI Program, SEI will be granted discretionary trading authority to provide investment supervisory services for that portion of the Clients' portfolios allocated to it. SIAG at all times retains the authority to "hire and fire," and terminate the relationship pursuant to which subadviser(s) or any third-party manager provides Client services, or between the Client and SEI (as a third-party money manager), and to add new third-party money managers to any of such relationships.

SIAG's role will be to monitor the overall financial situation of the Client portfolios, and to monitor the investment approach and performance of each third-party money manager.

Generally, in the Safeguard Advisory Services, we require Clients grant us full authority and discretion, on the Client's behalf and at the Client's risk to buy, sell, exchange, redeem, and retain investments, and exercise such other powers as we deem appropriate to manage the Managed Account(s). We have full discretion to: open, close, and modify Portfolios; adjust or change the investment allocations of a Portfolio, the asset classes that comprise a Portfolio, the percentage of Portfolio allocated to each asset class, and the mutual funds or other securities comprising any asset class. We generally require



Clients to grant us full authority and discretion to remove, replace, and add all Managers (whether in a Third-Party Program or otherwise) that manage or provide research, or model portfolios, or are used in creating, allocating, reallocating, or managing a Client's account.

All grants of discretionary authority must be in writing. If a Client wishes to impose reasonable limitations on our discretionary authority (such as restrictions on the type of securities held in the Managed Account), such limitations must be included in the Advisory Agreement or otherwise submitted to us in writing. The Client may change these limitations, as desired, by written instruction to us by mail to the address shown on the cover page of this Brochure. All grants of discretionary authority must be in writing.

We may, in our sole discretion, agree to accept accounts that will be managed on a non-discretionary basis, on terms we will negotiate separately with the Client. Clients should be aware that because we must obtain Client consent prior to placing trades for non-discretionary account, this will usually result in trades for the account being entered after trades have been executed for our discretionary accounts. This will cause orders for the non-discretionary accounts to be filled later (and potentially, at less advantageous prices), or not to be filled on the same day as orders for discretionary accounts. Orders for non-discretionary accounts will typically not be included in block orders with discretionary accounts, and these accounts will not receive the benefits of sharing execution costs or using an average price account, as used with orders for discretionary accounts. Consequently, the transaction costs, the quality of execution, and overall performance of non-discretionary accounts may be less favorable, as compared to discretionary accounts.

## **Item 17 Voting Client Securities**

SIAG does not accept authority to vote proxies or direct the manner in which proxies shall be voted. Client is solely responsible for voting proxies. SIAG does not provide advice with respect to making elections, exercising rights, or filing proofs of claim or other filings in connection with any class action, merger, acquisition, tender offer, bankruptcy proceeding, or other event or action pertaining to any security at any time held in the Account; and SIAG will not make, file, or exercise any such election, right, or filing, whatsoever. Client is solely responsible for taking any and all such actions.

If desired, a Client may instruct SIAG in writing to forward to the Client or to a third-party any materials SIAG receives pertaining to proxy solicitations or similar matters. Upon receipt of the Client's written instructions, SIAG will make reasonable efforts to forward such materials in a timely manner. In the absence of a written request, SIAG will discard proxy and related materials. Clients may obtain proxy materials by written request to the account's custodian. For information about obtaining proxy materials from a custodian, contact SIAG by email at [james@safeguardinvestment.com](mailto:james@safeguardinvestment.com). However, SIAG does not provide advice about the issues raised by proxy solicitations or other requests for corporate actions.

## **Item 18 Financial Information**

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$1,200 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this brochure.

We have not filed a bankruptcy petition at any time in the past ten years.

## SAFEGUARD INVESTMENT ADVISORY GROUP

4160 Temescal Canyon Road, Suite 307  
Corona, CA 92883  
(951) 667-4969 FAX (951) 667-4970

### *Notice of Privacy Policies*

As a Client of Safeguard Investment Advisory Group, LLC, your privacy is important to us. This Notice discusses the personal information we collect about you, how we treat it, with whom we share it, and how we protect it. We refer to nonpublic information that personally identifies you as "personal information." We refer to a company that is affiliated with us (whether existing now or in the future) as an "affiliate" and any other companies as "nonaffiliates."

#### *Personal Information We Collect*

We collect personal information about you for a variety of purposes, including: to provide the services you request; to develop and market new services; and to fulfill legal and regulatory requirements. For example:

- From you and forms you submit: we collect information such as your Social Security Number; income; assets; liabilities; age; employment information; investment experience; risk tolerance; and family information;
- From account statements, and your dealings through us or the Broker-Dealer: we collect information about you and your transactions, investments, holdings, accounts, and other information; and
- From bank records, tax records, estate planning, credit information, and other sources: we collect information to verify your identity or creditworthiness, meet regulatory requirements, provide services you request, among other purposes.

#### *How We Manage and Protect Your Personal Information*

We disclose your personal information to nonaffiliates, including financial service providers (subadvisers, securities brokers, dealers, and mutual fund companies) and non-financial companies (such as technology firms, consultants, and others), as follows:

- **Service Providers:** accounting, compliance, technology, consulting, and other professional services firms that provide services for us and agree not to disclose or use the information, except to carry out the purposes for which the information is disclosed;
- **Financial Product or Services You Request or Authorize:** for our everyday business purposes, to process or service a financial product or service you request or authorize, or to maintain or service your account with us or another entity; and
- **After a Significant Business Interruption, Loss of Key Personnel, or Sale or Transfer of Our Business:** to disclose your personal information to a prospective business partner, buyer, or successor of our business, and its legal, accounting or other professionals in connection with any business arrangement, or proposed or actual transaction.

### *Other Disclosures*

We may disclose your personal information to other third parties, as required or permitted by law, without your consent or providing you an "opt-out" right (or obtaining your "opt-in" consent, if you are a resident of California, Vermont, or Massachusetts), such as attorneys, trustees, or others authorized to represent you, your estate, or a joint or co-owner of your account; in response to a subpoena; to prevent fraud; or to comply with rules of, or inquiries from, industry regulators, or otherwise.

### *Safeguards to Protect Your Personal Information*

We restrict access to your personal information to employees and third-parties who need it to perform their responsibilities. To protect your personal information from unauthorized access and use, we have implemented physical, electronic, and procedural safeguards that comply with federal standards, including protection of your personal information in the course of its disposal. Such measures include computer safeguards and secured files and buildings.

### *Client Notifications*

We reserve the right to amend our privacy policies at any time, without prior notice. When required by law after a change of our privacy policies, we will provide Clients with a Notice describing our revised policies. Our privacy policies, as revised from time to time, apply to all current and former Clients; however, former Clients will not receive Notices of revised privacy policies; provided, we will not disclose former Client personal information except as permitted by a Notice they received, or as otherwise permitted by law. Direct questions concerning this Notice or our privacy policies to our Chief Compliance Officer at the telephone number or address on the front of this Brochure.

*In the Notice of Privacy Policies, "you," "your," and "client" refer to an individual with an active advisory agreement with Safeguard Investment Advisory Group, LLC; a "former client" is a client whose relationship with us has ended. The words "we," "us," and "our" refer to Safeguard Investment Advisory Group, LLC.*