

# LIFE GUIDE

## FINANCIAL ADVISORS

### LifeGuide Financial Advisors, LLC

### Form ADV Part 2A – Disclosure Brochure

**Effective: March 25, 2024**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of LifeGuide Financial Advisors, LLC (“LifeGuide Financial” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (717) 796-1700.

LifeGuide Financial is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about LifeGuide Financial to assist you in determining whether to retain the Advisor.

Additional information about LifeGuide Financial and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 284842.

LifeGuide Financial Advisors, LLC	
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## **Item 2 – Material Changes**

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of LifeGuide Financial. For convenience, the Advisor has combined these documents into a single disclosure document.

LifeGuide Financial believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide you with complete and accurate information at all times. LifeGuide Financial encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Adviser has amended their Essentials and Essentials+ programs to include investment management services in addition to financial planning services. Please see items 4 and 5 for additional information.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 284842. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (717) 796-1700.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

LifeGuide Financial Advisors, LLC (“LifeGuide Financial” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Pennsylvania. LifeGuide Financial was founded in November 2013 and is owned and operated by Douglas K. Denlinger (Managing Principal) and David (“Zak”) I. Lutz (Principal and Chief Compliance Officer). Derek Mosley, Matthew Hess and Brien Lasse also have ownership of the firm. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by LifeGuide Financial.

### **B. Advisory Services Offered**

LifeGuide Financial offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. LifeGuide Financial’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Wealth Management Services

LifeGuide Financial provides Clients with wealth management services through the combination of financial advice taking the form of financial coaching and or financial planning and investment management. The Advisor offers several programs to meet the needs of a range of Clients. The Advisor offers an “Essentials” and “Essentials+” program, as well as an “Investment+” program, for Clients that generally have less than \$450k, and a “Signature” program for Clients that generally have more than \$450k in investable assets. The Advisor offers a “Premier” program for Clients that generally have more than \$1.5mm in investable assets.

Financial planning and coaching recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to execute the transaction through the Advisor.

#### Investment+ Program

The Investment+ program provides the Client with an annual review in which the Advisor will give financial advice. The Advisor will discuss and give their recommendations on areas of concern expressed by the client contained to the analysis that can be done in the annual review meeting. The Advisor is giving financial advice not holistic financial planning. The Investment+ program does not include a financial plan as part of the asset based wealth management fee. Clients can request additional a la carte planning on either an hourly or project basis.

#### **Essentials and Essentials+**

The Essentials and Essentials+ program provides the Client with financial planning advice, often taking the form of an initial financial plan. A financial plan developed for, or financial consultation rendered to, the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings, and/or charitable giving programs.

The programs follow the below steps:

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**Step 1:** First the Advisor will understand the Client's situation, objectives, and goals.

**Step 2:** For the Essentials program the Advisor will perform an overall assessment of the Client's financial situation by comparing the Client's financial statistics to general financial metrics. For the Essentials+ program the Advisor will construct a detailed cash flow based financial plan. Areas that may be included are cash flow, savings rates, debt level, disability insurance coverage, life insurance coverage, retirement savings, education savings, investment risk level, etc.

**Step 3:** The Advisor will then present recommendations to meet the Client's goals.

The Essentials and Essentials+ programs provide the Client with an initial plan per the steps above. After the initial plan is completed the engagement is over unless the Client puts investments under management with the Advisor. If the Client does put investments under management the financial planning advice will continue during the Client's annual review meetings. The Advisor will discuss and give their recommendations on areas of concern expressed by the client contained to the analysis that can be done in the annual review meeting. The Client can elect to have the Advisor complete a new financial plan at any point in time for an additional charge.

#### Signature Program

The Signature program provides the Client with financial planning advice, often taking the form of a comprehensive financial plan. Financial planning services are intended to be holistic and address areas of concern expressed by the Client or the Advisor. Generally, the process is comprised of three (3) steps.

**Step 1: Exploration Meeting** - The goal of the initial meeting is for LifeGuide Financial to get to know the Client and what they are looking for, as well as an opportunity for LifeGuide Financial to explain the wealth management process and the costs involved.

**Step 2: Financial LifePlan Development** - The Financial LifePlanning process is provided as a component of wealth management services or pursuant to a stand-alone financial planning agreement. The Financial LifePlanning process usually involves 2-4 meetings and takes about two months to complete. Generally, the Financial LifePlanning process involves preparing a formal financial plan and includes the following steps: understanding the Client's personal and financial circumstances, identifying and selecting goals, analyzing the client's current and potential alternative course(s) of action, developing the recommendation(s), and presenting the recommendation(s). This planning may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, tax planning, insurance needs, asset and income protection and other areas of a Client's financial situation.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings, and/or charitable giving programs. LifeGuide Financial may also refer Clients to an accountant, attorney, or another specialist, as appropriate for their unique situation.

**Step 3: Financial LifePlan Implementation** - After the initial construction of the Client's Financial LifePlan, the plan is then implemented over time. LifeGuide Financial then meets (virtually or in person) as needed (typically 1-3 times per year) to review action items, answer questions, and monitor progress. To help keep Clients on track, Clients have unlimited phone and email access to the LifeGuide Financial team.

The Financial LifePlan process will be repeated from time to time as determined necessary at no additional cost.

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### Premier Program

The Premier program provides the Client with the same planning process as the Signature program but with a higher level of detail and service.

LifeGuide Financial provides investment management for its Investment+, Essentials, Essentials+, Signature, and Premier clients. This is achieved through continuous personal Client contact and interaction, financial coaching, financial planning and discretionary investment management and related advisory services. LifeGuide Financial works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation to develop an investment strategy for the Client. LifeGuide Financial will then construct the Client's portfolio utilizing the Advisor's internal investment strategies. It is possible that aggressive strategies may achieve higher rates of return thus increasing a Client's assets under management resulting in higher compensation for LifeGuide. This creates a conflict of interest since LifeGuide Financial is therefore incentivized to place Client assets into a more aggressive strategy than they would otherwise be in. LifeGuide Financial is committed to determining appropriate investment allocations to balance a Client's goals with risk to management Client accounts in the Client's best interest.

LifeGuide will construct an investment portfolio based upon one of LifeGuide Financials' model portfolios or variation of a model portfolio to meet the Client's objectives. LifeGuide Financial's strategies employ a strategic asset allocation approach in constructing a portfolio with a diverse set of assets, consisting primarily of low-cost, diversified mutual funds and/or exchange-traded funds ("ETFs"). A suite of variations on model portfolios have also been developed to address different time horizons, growth objectives and risk profiles.

The Advisor may also utilize individual stocks, certificates of deposit, fee-based annuities and bonds to meet the needs of its Clients. The Advisor may also utilize certain types of alternative investments, such as limited partnerships, structured notes, real estate interest trusts, private placements, and business development companies.

LifeGuide Financial's investment approach is primarily long-term focused, but the Advisor may buy, sell, or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. LifeGuide Financial utilizes an account bucket strategy to minimize the negative effects of volatility on withdrawals and assist Clients in managing behavior. LifeGuide Financial may select actively managed mutual funds based off of manager experience, process, structure, and alignment with Client interests. Periods of underperformance are to be expected with actively managed mutual funds and managers are not evaluated on short term past performance.

LifeGuide Financial evaluates and selects investments for inclusion in model portfolios only after applying its internal due diligence process. LifeGuide Financial utilizes dynamic rebalancing through the use of drift collars to ensure consistent diversification of assets. LifeGuide Financial may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. LifeGuide Financial may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

LifeGuide Financial may increase or decrease allocations to various asset classes such as stocks, bonds, and real estate if a particular asset class has declined substantially and is, therefore, determined to have a better risk/return outlook or has increased substantially and has a less attractive risk/return outlook.

At no time will LifeGuide Financial accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the advisory agreement. Please see Item 12 – Brokerage Practices.

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### Financial Planning Services

LifeGuide Financial also offers the Essentials and Essentials+ programs as one-time project based programs without investment management for Clients that generally have less than \$450k in investable assets. A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings, and/or charitable giving programs.

The programs follow the below steps:

**Step 1:** First the Advisor will understand the Client's situation, objectives, and goals.

**Step 2:** The Advisor will perform an overall assessment of the Client's financial situation by comparing the Client's financial statistics to general financial metrics or the Advisor will construct a detailed cash flow based financial plan. Areas that may be included are cash flow, savings rates, debt level, disability insurance coverage, life insurance coverage, retirement savings, education savings, investment risk level, etc.

**Step 3:** The Advisor will then present recommendations to meet the Client's goals.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

*Retirement Accounts* – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. A distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account) creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. In an effort to mitigate this conflict of interest, the Advisor's general practice is to not provide advice or make recommendations related to rollovers or distributions from a Client's retirement account(s) that are not actively managed by the Advisor. The Advisor will provide Client's with information that is educational in nature regarding the pros and cons of effectuating a rollover or distribution from a retirement account and how services provided by the Advisor may be impacted by a rollover or distribution. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

*Non-Purpose Loans* – When deemed to be in the Client's best interest, the Advisor will refer certain Clients to a bank[s] for loan options, including non-purpose. If a Client decides to utilize a non-purpose loan they may use the assets in their account[s] as collateral for the non-purpose loan. The recommendation of such a loan presents a conflict of interest as the Advisor will continue to receive investment advisory fees for managing the collateralized assets in the Client's account[s]. Clients are not obligated to engage the Advisor for such offerings. For Additional information related to the risks involved with non-purpose loans and lines of credit, please see Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss. The Advisor does not receive any compensation for such referrals.

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### Retirement Plan Advisory Services

LifeGuide Financial provides advisory services to retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Oversight Services (ERISA 3(21))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance

These services are provided by LifeGuide Financial serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of LifeGuide Financial’s fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

### **C. Client Account Management**

Prior to engaging LifeGuide Financial to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – LifeGuide Financial, in connection with the Client, will develop a strategy designed to meet the Client’s investment goals along with the model or variation on a model developed to meet the objectives.
- Model Portfolio – LifeGuide Financial will place Client assets in a model portfolio or a variation of model portfolio that is targeted to meet the investment objectives, time horizon, financial situation, values profile and tolerance for risk for each Client.
- Investment Management and Supervision – LifeGuide Financial will provide investment management and ongoing oversight of the Client’s investment portfolio.

### **D. Wrap Fee Programs**

LifeGuide Financial typically includes securities transaction fees (“Covered Costs”) together with its investment advisory fees for clients that have over \$450k invested with the Advisor. Including these fees into a single asset-based fee is considered a “Wrap Fee Program”. The disclosure of the Advisor’s sponsorship of the LifeGuide Financial Wrap Fee Program is meant solely as a supplemental disclosure regarding the combination of fees within the Wrap Fee Program.

LifeGuide Financial does not charge Clients a higher fee to be in LifeGuide Financial’s Wrap Program.

Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

### **E. Assets Under Management**

As of December 31, 2023, LifeGuide Financial manages \$372,527,977 in Client assets, \$369,558,341 of which is managed on a discretionary basis and \$2,969,636 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

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## Item 5 – Fees and Compensation

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall enter into one or more advisory agreements that detail the responsibilities of LifeGuide Financial and the Client.

### A. Fees for Advisory Services

#### Investment+

Fees for service provided under the Investment+ program are charged three different ways:

##### Fee as a Percentage of Assets Under Direct Management

Accounts under the Advisor's direct management are considered accounts that the Advisor can trade in directly on behalf of the Client and where the Advisor has access to daily account values via the Advisor's billing software to be able to calculate the Advisor's fee. This typically includes Account[s] at the designated custodian or 529s and annuities that were set up by the Advisor, or existing accounts the Advisor has been assigned as the Client's Financial Advisor with the custodian. Fees for assets under direct management are based on the following schedule pursuant to the terms of the wealth management agreement:

Assets Under Management (\$)	Annual Rate (%)
First \$100,000	1.60%
Next \$400,000 (up to \$500,000)	1.30%
Next \$500,000 (up to \$1,000,000)	0.93%
Next \$4,000,000 (up to \$5,000,000)	0.60%
\$5,000,001 and above	0.37%

**Please Note:** The Advisor generally requires a minimum annual fee of \$1,500 per household per year

Fees for assets under direct management are calculated based on the average daily balance of portfolio assets under management in the Account[s] during the prior month as provided by the Client's designated Custodian and charged at the beginning of each month in advance. However, the fee for assets under direct management for the first partial month of service is waived. Fees for assets under direct management will be automatically deducted directly from the Client Account(s) by the Custodian.

Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate household's assets under management with the Advisor. All securities held in accounts managed by LifeGuide Financial will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

##### Hourly Fee

Additional financial advice beyond the scope of the Client's annual review meeting will be charged at an hourly fee ranging up to \$400/hour in addition to the AUM fee outlined above after the work is performed pursuant to the terms of the wealth management agreement

##### Project Fee

A project based financial plan beyond the scope of the Client's annual review meeting will be charged ranging up to \$20,000 in addition to the AUM fee outlined in item one above after the plan is presented to the Client pursuant to the terms of the wealth management agreement.

#### Essentials and Essentials+

Fees for service provided under the Essentials and Essentials+ program are charged three different ways:

##### Initial Fee

There is a one-time fixed initial fee for the development of the Financial Plan, ranging up to \$10,000, pursuant to the terms of the wealth management agreement. Fees may be negotiable based on the nature and complexity of

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the services to be provided and the overall relationship with the Advisor. The Advisor, in its sole discretion, may waive this fee.

#### **Fee as a Percentage of Assets Under Direct Management**

Accounts under the Advisor's direct management are considered accounts that the Advisor can trade in directly on behalf of the Client and where the Advisor has access to daily account values via the Advisor's billing software to be able to calculate the Advisor's fee. This typically includes Account[s] at the designated custodian or 529s and annuities that were set up by the Advisor, or existing accounts the Advisor has been assigned as the Client's Financial Advisor with the custodian. Fees for assets under direct management are based on the following schedule pursuant to the terms of the wealth management agreement:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
First \$100,000	1.60%
Next \$400,000 (up to \$500,000)	1.30%
Next \$500,000 (up to \$1,000,000)	0.93%
Next \$4,000,000 (up to \$5,000,000)	0.60%
\$5,000,001 and above	0.37%

**Please Note:** The Advisor generally requires a minimum annual fee of \$1,500 per household per year

Fees for assets under direct management are calculated based on the average daily balance of portfolio assets under management in the Account[s] during the prior month as provided by the Client's designated Custodian and charged at the beginning of each month in advance. However, the fee for assets under direct management for the first partial month of service is waived. Fees for assets under direct management will be automatically deducted directly from the Client Account(s) by the Custodian.

Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate household's assets under management with the Advisor. All securities held in accounts managed by LifeGuide Financial will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

#### **Hourly Fee**

Additional financial advice beyond the scope of the Client's annual review meeting will be charged at an hourly fee in addition to the AUM fee outlined in item one above after the work is performed. The Advisor will notify the Client before the work is performed as to the then current hourly fee rate and if this hourly fee will be charged. The Advisor will not charge this fee unless the Client agrees to the then quoted hourly rate.

#### **Project Fee**

After the initial financial plan is completed, project based financial planning work beyond the scope of the annual review meeting will be charged a project fee in addition to the AUM fee outlined in item one above. The Advisor will quote the Client the project fee before the work is performed. The Advisor will not charge this project fee unless the Client agrees to the then quoted fee. The fee will be due after the project work has been presented to the Client.

#### **Signature and Premier Programs**

The Advisor breaks down their fees into a Planning, Coaching, and Advice Fee and a Direct Asset Management Fee. The combination of these two fees is collectively referred to as a client's Total Relationship Fee. The relationship fee is charged three ways:

**Initial Fee** – There is a one-time fixed initial fee for the development of the Financial LifePlan, ranging up to \$20,000, pursuant to the terms of the wealth management agreement. Fees are based on household's total income and includable assets. Fees may be negotiable based on the nature and complexity of the services to be

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provided and the overall relationship with the Advisor. The Advisor, in its sole discretion, may waive this fee.

**Fixed Monthly Fee** – The Planning, Coaching, and Advice Fee takes the form of an ongoing fixed monthly fee for ongoing advice on assets not under the Advisor's direct management up to \$5,000 per month, pursuant to the terms of the wealth management agreement. Assets the Advisor is giving advice on but that are not under the Advisor's direct management would be accounts that the Advisor is giving advice on but cannot trade in directly because the Advisor has not been given trading authorization by the account custodian, or does not have access to daily account values via the Advisor's billing software to be able to calculate the Advisor's fee. This typically includes 401ks, 403bs, pensions, annuities, and 529 plans not set up by the Advisor. If the Client's assets are lower than their income, this fee may be determined based off of their income instead of their assets. This fee is payable monthly in advance of each month pursuant to the terms of the wealth management agreement. The fee for the first partial month will be waived. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. The Advisor, in its sole discretion, may waive this fee.

**Fee as a Percentage of Assets Under Direct Management** – The fee charged as a percentage of assets under direct management is the combination of the Planning, Coaching, and Advice fee attributable to assets under direct management and the Direct Asset Management fee on assets under direct management. Assets under the Advisor's direct management is the total value of accounts that the Advisor can trade in directly on behalf of the Client and where the Advisor has access to daily account values via the Advisor's billing software to be able to calculate the Advisor's fee. This typically includes Account[s] at the designated custodian or 529s and annuities that were set up by the Advisor, or existing accounts the Advisor has been assigned as the Client's Financial Advisor with the custodian. Fees for assets under direct management are based on the following schedule pursuant to the terms of the wealth management agreement:

Assets Under Management (\$)	Annual Rate (%)
First \$100,000	1.60%
Next \$400,000 (up to \$500,000)	1.30%
Next \$500,000 (up to \$1,000,000)	0.93%
Next \$4,000,000 (up to \$5,000,000)	0.60%
\$5,000,001 and above	0.37%

**Please Note:** The Advisor generally requires a minimum annual fee of \$1,500 per household per year

Fees for assets under direct management are calculated based on the average daily balance of portfolio assets under management in the Account[s] during the prior month as provided by the Client's designated Custodian and charged at the beginning of each month in advance. However, the fee for assets under direct management for the first partial month of service is waived. Fees for assets under direct management will be automatically deducted directly from the Client Account(s) by the Custodian.

The minimum combined Planning, Coaching, and Advice Fee paid via a fixed monthly fee and the Planning, Coaching, and Advice portion of the fee charged as a percentage of assets under direct management for services provided under the Signature program is \$4,800 per year. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate household's assets under management with the Advisor. All securities held in accounts managed by LifeGuide Financial will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

### **Financial Planning Services**

#### **Essentials and Essentials+ program**

**One-time Fixed fee-** The Essentials programs only charge a one-time fixed fee if the Client does not place any funds under management ranging up to \$10,000, pursuant to the terms of the wealth management agreement.

It may be paid up front or paid over a period of several months. Fees may be negotiable based on the nature and

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complexity of the services to be provided and the overall relationship with the Advisor.

## **B. Fee Billing**

### **Investment+**

*Fee as a Percentage of Assets Under Direct Management* - Fees are calculated by the Advisor or its delegate and either invoiced directly by the Advisor or deducted from the Client's account[s] at the Custodian. The Advisor or delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each month. Except as noted in Item 5.A. above, the amount due is calculated by applying the monthly rate (number of days in the month divided by number of days in the year then multiplied the annual rate) to the average daily balance of assets under management with LifeGuide Financial during the prior month.

*Hourly and Project Fees* – Fees will be invoiced upon completion of the agreed upon deliverable[s]. Clients can pay fees directly from their bank account through a third party, via credit/debit card through a third party, check, or deducted directly from the Client's account[s] at the Custodian, pursuant to the advisory agreement.

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the above fees that are being charged to the Client's account[s] at the Custodian. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement, as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by LifeGuide Financial directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

### **Essentials and Essentials+**

*Initial Fee* - Fees may be invoiced up to 50% by the Advisor upon the signing of the agreement, with the remaining balance due upon completion of the agreed upon deliverable[s]. Clients can pay fees directly from their bank account through a third party, via credit/debit card through a third party, check, or deducted directly from the Client's account[s] at the Custodian, pursuant to the advisory agreement.

*Fee as a Percentage of Assets Under Direct Management* - Fees are calculated by the Advisor or its delegate and either invoiced directly by the Advisor or deducted from the Client's account[s] at the Custodian. The Advisor or delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each month. Except as noted in Item 5.A. above, the amount due is calculated by applying the monthly rate (number of days in the month divided by number of days in the year then multiplied the annual rate) to the average daily balance of assets under management with LifeGuide Financial during the prior month.

*Hourly and Project Fees* – Fees will be invoiced upon completion of the agreed upon deliverable[s]. Clients can pay fees directly from their bank account through a third party, via credit/debit card through a third party, check, or deducted directly from the Client's account[s] at the Custodian, pursuant to the advisory agreement.

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the above fees that are being charged to the Client's account[s] at the Custodian. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement, as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by LifeGuide Financial directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

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## **Signature and Premier Programs**

*Initial Fee* - Fees may be invoiced up to 50% by the Advisor upon the signing of the agreement, with the remaining balance due upon completion of the agreed upon deliverable[s]. Clients can pay fees directly from their bank account through a third party, via credit/debit card through a third party, check, or deducted directly from the Client's account[s] at the Custodian, pursuant to the advisory agreement.

*Fixed Monthly Fee* – Fees are paid monthly, in advance of each month. Clients can pay fees directly from their bank account through a third party, via credit/debit card through a third party, check, or deducted directly from the Client's account[s] at the Custodian, pursuant to the advisory agreement.

*Fee as a Percentage of Assets Under Direct Management* - Fees are calculated by the Advisor or its delegate and either invoiced directly by the Advisor or deducted from the Client's account[s] at the Custodian. The Advisor or delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each month. Except as noted in Item 5.A. above, the amount due is calculated by applying the monthly rate (number of days in the month divided by number of days in the year then multiplied the annual rate) to the average daily balance of assets under management with LifeGuide Financial during the prior month.

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the above fees that are being charged to the Client's account[s] at the Custodian. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement, as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by LifeGuide Financial directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

## **Retirement Plan Advisory Services**

Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

## **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than LifeGuide Financial, in connection with investments made on behalf of the Client's account[s]. LifeGuide Financial includes Covered Costs as part of its overall advisory fees through the LifeGuide Financial Wrap Fee Program. There are certain situations where the Custodian will not allow the Advisor to absorb transaction costs, such as trading in health savings accounts. Under such circumstances, the Advisor will offset its investment advisory fees for the ticket charges paid by the Client. Please see Item 4.D. above.

In addition, all fees paid to LifeGuide Financial for wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of LifeGuide Financial, but would not receive the services provided by LifeGuide Financial which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by LifeGuide Financial to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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## **D. Advance Payment of Fees and Termination**

### Wealth Management Services

*Initial & One-Time Fees* – LifeGuide Financial may require an advance deposit as described above. Either party may terminate the agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid fees from the effective date of termination. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

*Fixed Monthly Fee* – LifeGuide Financial is compensated for its ongoing services in advance of the month in which services are rendered. The ongoing service is offered as a perpetual engagement where services will be ongoing in nature and will continue until terminated by either party. Either party may terminate the agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid fees from the effective date of termination. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

*Fee as a Percentage of Assets Under Direct Management* – LifeGuide Financial is compensated in advance of the month in which services are rendered. Either party may terminate the agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the month. The Client's agreement with the Advisor is non-transferable without the Client's prior consent. In certain circumstances, LifeGuide Financial may waive the initial fee to Clients. In those circumstances, if a Client terminates the advisory agreement with LifeGuide Financial within the first six months after having received the initial Financial LifePlan, LifeGuide Financial may impose a cancellation fee for bona fide advisory services that were provided prior to the termination of the advisory agreement.

### Financial Planning Services

LifeGuide Financial may require an advance deposit as described above. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

### Retirement Plan Advisory Services

LifeGuide Financial may be compensated for its retirement plan advisory services in advance of services being rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for retirement plan advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the month. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

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## **E. Compensation for Sales of Securities**

LifeGuide Financial does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

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LifeGuide Financial does not charge performance-based fees for its investment advisory services. The fees charged by LifeGuide Financial are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

LifeGuide Financial does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients other than the Advisor's trading costs for accounts in the Advisor's wrap program are different for different funds. The Advisor has an incentive to recommend funds that charge the Advisor lower trading costs. See FormADV Part 2A Appendix 1 ("Wrap Fee Program Brochure")

## **Item 7 – Types of Clients**

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LifeGuide Financial offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, and retirement plans. LifeGuide Financial does not impose a minimum relationship size but LifeGuide Financial may close their Investment+, Essentials and Essentials+ programs throughout the year to new clients once the availability of services for the year has filled up.

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

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### **A. Methods of Analysis**

LifeGuide Financial primarily employs fundamental analysis in developing investment strategies for its Clients. In addition, LifeGuide Financial may also employ technical and charting analysis. Research and analysis from LifeGuide Financial are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, investment books and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to Clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that LifeGuide Financial will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that LifeGuide Financial is recommending. The risks with cyclical analysis are similar to those of technical analysis.

As noted above, LifeGuide Financial generally employs a long-term investment strategy for its Clients, as consistent with their financial goals, objectives and values. LifeGuide Financial will typically hold all or a portion of

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a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, LifeGuide Financial may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector, or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. LifeGuide Financial will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's strategies:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily, therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Leveraged and Inverse ETF Risks

Leveraged and Inverse ETFs are not suitable for all investors and should be utilized only by sophisticated investors who understand leverage risk, consequences of seeking daily leveraged investment results, and intend to actively monitor and manage their investments. Leveraged ETFs are not designed to track the underlying

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index over periods longer than one trading day. The use of leverage increases the level of investment risk. Leverage will magnify gains or losses on those investments. Inverse ETFs lose value when the underlying investments rise in value. The investments have the risk of not meeting their stated daily investment objectives over a long-term period.

#### Non-Purpose Loans and Lines of Credit

Non-purpose loans and lines of credit carry a number of risks, including, but not limited to, the risk of a market downturn, tax implications if collateralized securities are liquidated, and an increase in interest rates. A decline in the market value of collateralized securities held in the account[s] at the Custodian, may result in a reduction in the draw amount of the Client's line of credit, a demand from the Lending Program that the Client deposit additional funds or securities in the Client's collateral account[s], or a forced sale of securities in the Client's collateral account[s].

#### Concentrated Portfolio Risks

Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in price of any given holding in the portfolio is likely to have a larger impact on portfolio performance, than a more broadly diversified portfolio.

#### Structured Products

Structured notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The terms and risks of each structured note vary materially depending on the nature and volatility of the referenced asset, the creditworthiness of the issuer, and the maturity of the instrument, among other factors. The general risks associated with this type of investment include, but are not limited to, non-payment risk (payment of interest and return of principal may be reduced, in whole or in part, due to underperformance of the referenced asset); counter-party risk (for reasons such as bankruptcy, the issuer of the structured note may fail to pay all or a portion of the principal and interest due on the structured note); underperformance risk (depending on market conditions, the structured note may underperform alternative allocations to traditional bonds, the referenced asset, or a combination of such investments). Structured notes are significantly riskier than conventional debt instruments. There is a risk of loss of some or all of the principal at maturity.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory, or disciplinary events involving LifeGuide Financial or its management persons.** LifeGuide Financial values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 284842.

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

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The sole business of LifeGuide Financial is to provide investment advisory services to its Clients. Neither LifeGuide Financial nor its Advisory Persons are involved in other business endeavors. LifeGuide Financial does not maintain any affiliations with other firms other than contracted service providers to assist with the servicing of its Client's accounts.

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

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### **A. Code of Ethics**

LifeGuide Financial has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with LifeGuide Financial ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. LifeGuide Financial and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of LifeGuide Financial's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (717) 796-1700.

### **B. Personal Trading with Material Interest**

LifeGuide Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. LifeGuide Financial does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. LifeGuide Financial does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

LifeGuide Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by LifeGuide Financial requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While LifeGuide Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders. **At no time will LifeGuide Financial, or any Supervised Person of LifeGuide Financial, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

LifeGuide Financial does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize LifeGuide Financial to direct trades to the Custodian as agreed upon in the wealth management agreement. Further, LifeGuide Financial does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

While LifeGuide Financial does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by LifeGuide Financial. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not utilized. LifeGuide Financial may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices. LifeGuide Financial typically recommends that

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Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian." LifeGuide maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **LifeGuide Financial does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, LifeGuide Financial does receive economic benefits from Schwab as detailed in Item 14 below.**

**2. Brokerage Referrals** - LifeGuide Financial does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where LifeGuide Financial will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). LifeGuide Financial will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. LifeGuide Financial will execute its transactions through the Custodian as authorized by the Client. LifeGuide Financial may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of LifeGuide Financial. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify LifeGuide Financial if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

## C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## Item 14 – Client Referrals and Other Compensation

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### A. Compensation Received by LifeGuide Financial

LifeGuide Financial may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients.

#### Participation in Institutional Advisor Platform

LifeGuide has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like LifeGuide. As a registered investment advisor participating on the Schwab Advisor Services platform, LifeGuide receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts, and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and support to LifeGuide that may not benefit the Client, including educational conferences and events, consulting services, and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. LifeGuide believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Business Line Sale

The Advisor was previously licensed as an insurance agency. That line of business for the Advisor was sold to Benefit Connections, an independent insurance agency. The Advisor receives installment payments for the sale of their insurance business from Benefit Connections, which will continue until 2028. The Advisor receives no additional compensation above and beyond the agreed upon installment payments should the Advisor refer any business to Benefit Connections.

### B. Compensation for Client Referrals

Certain Clients may be referred to LifeGuide Financial by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, LifeGuide

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#### LifeGuide Financial Advisors

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Financial will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by LifeGuide Financial and shall not result in any additional charge to the Client.

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### **Item 15 – Custody**

LifeGuide Financial does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct LifeGuide Financial to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare them to any reports provided by LifeGuide Financial to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

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### **Item 16 – Investment Discretion**

LifeGuide Financial generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by LifeGuide Financial. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by LifeGuide Financial will be in accordance with each Client's investment objectives and goals.

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### **Item 17 – Voting Client Securities**

LifeGuide Financial does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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### **Item 18 – Financial Information**

Neither LifeGuide Financial nor its management have any adverse financial situations that would reasonably impair the ability of LifeGuide Financial to meet all obligations to its Clients. Neither LifeGuide Financial nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. LifeGuide Financial is not required to deliver a balance sheet along with this Disclosure Brochure, as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

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# LIFEGUIDE

## FINANCIAL ADVISORS

### **LifeGuide Financial Advisors, LLC**

#### **Form ADV Part 2A Appendix 1 ("Wrap Fee Program Brochure")**

**Effective: March 25, 2024**

This Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices of LifeGuide Financial Advisors, LLC ("LifeGuide Financial" or the "Advisor") when offering services where securities transaction fees are combined with investment advisory fees into single fee (a "Wrap Fee Program") If you have any questions about the contents of this Wrap Fee Program Brochure, please contact the Advisor at (717) 796-1700.

LifeGuide Financial is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information through LifeGuide Financial to assist you in determining whether to retain the Advisor.

Additional information about LifeGuide Financial and its Advisory Persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 284842.

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**Item 2 – Material Changes**

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Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor’s business practices and conflicts of interest. In particular, this Brochure discusses wrap fee programs sponsored by LifeGuide Financial.

Material Changes

There have been no material changes made to this Wrap Fee Program Disclosure Brochure since the last filing and distribution to Clients:

At any time, you may view the current Disclosure Brochure on-line at the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 284842. You may also request a copy of this Wrap Brochure at any time, by contacting the Advisor at (717) 796-1700.

**Item 3 – Table of Contents**

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## Item 4 – Services, Fees and Compensation

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### A. Advisory Services

LifeGuide Financial provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the LifeGuide Financial Form ADV Part 2A (“Disclosure Brochure”). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting LifeGuide Financial as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, LifeGuide Financial includes normal securities transaction (herein “Covered Costs”) fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”. The Advisor’s recommended Custodian does not charge securities transaction fees for exchange-traded fund (“ETF”) and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. The Advisor sponsors the LifeGuide Financial Wrap Fee Program.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of Covered Costs into a single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the LifeGuide Financial Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on LifeGuide Financials’ investment philosophy and related services.**

### B. Program Costs

Advisory services provided by LifeGuide Financial are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to LifeGuide Financial. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the Covered Costs are borne separately by the Client if being in the Advisor’s wrap program cost more than the Advisor’s fee for Advisory Services. The Advisor’s wrap program has the same fee as the Advisor’s fee for Advisory Services and does not cost more. The cost of the Wrap Fee Program varies depending on the services to be provided to each Client, however, the Client is not charged more if there is higher trading activity or other Covered Costs. A Wrap Fee Program structure presents a conflict of interest as the Advisor has an incentive to limit the number of trades placed in the Client’s account[s] or to utilize securities that do not have transaction fees or lower transaction fees. For example, having the Custodian automatically reinvest dividends instead of paying to cash, limits the number of trades placed in the Client’s account[s]. As noted above, the Advisor’s recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. As such, the Advisor is incentivized to utilize ETFs and other equity securities to limit the overall cost to the Advisor. The Advisor has adopted policies and procedures to help mitigate the conflicts of interest. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

### C. Fees

Wealth management fees are paid monthly, in advance of each month, pursuant to the terms of the wealth management agreement. The ongoing wealth management fee is based on the average daily market value of assets under management during the prior month. Wealth management fees for assets under management are based on the following schedule:

#### Signature Program Fee Schedule for Assets Under Management

Assets Under Management (\$)	Annual Rate (%)
First \$100,000	1.60%
Next \$400,000 (up to \$500,000)	1.30%
Next \$500,000 (up to \$1,000,000)	0.93%
Next \$4,000,000 (up to \$5,000,000)	0.60%
\$5,000,001 and above	0.37%

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**Please Note:** The Advisor generally requires a minimum annual fee of \$1,500 per household per year.

The wealth management fee in the first partial month of service is waived. The wealth management fees for subsequent months are billed in advance based on the prior months average daily market value of the assets under management. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate household's assets under management with the Advisor. All securities held in accounts managed by LifeGuide Financial will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

Wealth management fees are calculated by the Advisor or its delegate and either invoiced directly by the Advisor or deducted from the Client's account[s] at the Custodian. The Advisor or delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each month. Except as noted in Item 5.A. above, the amount due is calculated by applying the monthly rate (number of days in the month divided by number of days in the year then multiplied the annual rate) to the average daily balance of assets under management with LifeGuide Financial during the prior month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by LifeGuide Financial directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s] which are not included in the Wrap Fee Program. All fees paid to LifeGuide Financial for wealth management services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee as a shareholder in a fund. Additionally, account activity fees, such as electronic funds and wire transfers fees, certificate delivery fees, markups and markdowns, bid-ask spreads, selling concessions, and other miscellaneous fees and expenses as outlined in the account opening paperwork executed with the Custodian, are generally charged to the Client. Finally, Securities transaction fees for Client-directed trades may be charged back to the Client. Additionally, certain Custodians utilized by the Advisor do not charge any transaction fees.

There are certain situations where the Custodian will not allow the Advisor to absorb transaction costs, such as trading in health savings accounts. Under such circumstances, the Advisor will offset its investment advisory fees for the ticket charges paid by the Client. As mentioned previously, certain Custodians utilized by the Advisor do not charge any transaction fees.

The Advisor does not control nor share in any of these third-party fees. Clients are encouraged to review all fees charged by the fund[s], third parties, and LifeGuide Financial to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses of the Disclosure Brochure.

#### **D. Compensation**

LifeGuide Financial is the sponsor and portfolio manager of this Wrap Fee Program. LifeGuide Financial receives wealth management fees paid by Clients for wealth management services covered under this Wrap Fee Program.

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

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LifeGuide Financial offers wealth management services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, and retirement plans. Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.

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

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### **A. Portfolio Manager Selection**

Clients' investment portfolios are generally managed directly by LifeGuide Financial. LifeGuide Financial personnel serve as portfolio managers for this Wrap Fee Program. LifeGuide Financial does not serve as a portfolio manager for any third-party wrap fee programs.

### **B. Related Persons**

LifeGuide Financial personnel or affiliates serve as portfolio manager[s] for services under this Wrap Fee Program. LifeGuide Financial only manages this wrap fee program and does not act as portfolio manager for any third-party wrap fee programs.

### **Supervised persons**

LifeGuide Financial Supervised Persons serve as portfolio managers for the LifeGuide Financial Wrap Fee Program described in this Wrap Fee Program Brochure. Please refer to Item 4 – Advisory Services and Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss of the Disclosure Brochure for details on the services provided by LifeGuide Financial. For information related to the background of LifeGuide Financial supervised persons, please see Item 9 – Disciplinary Information and Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading of the Disclosure Brochure.

### **Performance-Based Fees**

LifeGuide Financial does not charge performance-based fees for its wealth management services. The fees charged by LifeGuide Financial are as described in Item 5 – Fees and Compensation of the Disclosure Brochure and are not based upon the capital appreciation of the funds or securities held by any Client. LifeGuide Financial does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

### **Methods of Analysis**

Please see Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss of the Disclosure Brochure for additional details.

### **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. LifeGuide Financial will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.**

### **Proxy Voting**

LifeGuide Financial does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. LifeGuide Financial will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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Clients' investment portfolios are generally managed directly by LifeGuide Financial. Clients participating in the Wrap Fee Program generally grant LifeGuide Financial the authority to discuss certain non-public information with third-party managers engaged to manage their accounts. Depending upon the specific arrangement, the Advisor is authorized to disclose various personal information including, without limitation: names, phone

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numbers, addresses, social security numbers, driver's license, tax identification numbers and account numbers. LifeGuide Financial may also share certain information related to its Clients' financial positions and investment objectives in an effort to ensure that the third-party managers' investment decisions remain aligned with its Clients' best interests. This information is communicated on an initial and ongoing basis, or as otherwise necessary to the management of its Clients' portfolios.

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

LifeGuide Financial is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at LifeGuide Financial. Additionally, Clients can generally contact third party managers managing their portfolios through LifeGuide Financial by providing the Advisor with written request and identification of the questions or issues to be discussed with the third-party managers. After receiving the Client's written request, LifeGuide Financial, at its sole discretion, may contact the third-party managers for the Client or arrange for the third-party manager and the Client to communicate directly.

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## **Item 9 – Additional Information**

### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

#### Disciplinary Information

**There are no legal, regulatory, or disciplinary events involving LifeGuide Financial or any of its management persons.** LifeGuide Financial values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Clients may search with the Advisor's firm name or CRD# 283087. Please see Item 9 – Disciplinary Information of the Disclosure Brochure as well as Item 3 – Disciplinary Information of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

#### Other Financial Activities and Affiliations

Please see Item 14 – Compensation for Client Referrals of the Disclosure Brochure.

### **B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

LifeGuide Financial has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to LifeGuide Financial's compliance program ("Supervised Persons"). Complete details on the LifeGuide Financial Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading of the Disclosure Brochure.

#### Review of Accounts

Details of the review policies and practices are provided in Item 13 – Review of Accounts of the Disclosure Brochure.

#### Other Compensation

**Participation in Institutional Advisor Platform** – LifeGuide has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like LifeGuide. As a registered investment advisor participating on the Schwab Advisor Services platform, LifeGuide receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

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*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts, and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and support to LifeGuide that may not benefit the Client, including educational conferences and events, consulting services, and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. LifeGuide believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

### **Compensation for Client Referrals**

Certain Clients may be referred to LifeGuide Financial by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, LifeGuide Financial will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by LifeGuide Financial and shall not result in any additional charge to the Client.

### **Financial Information**

Neither LifeGuide Financial, nor its management, have any adverse financial situations that would reasonably impair the ability of LifeGuide Financial to meet all obligations to its Clients. LifeGuide Financial is not required to deliver a balance sheet along with this Disclosure Brochure, as LifeGuide Financial does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

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## Privacy Policy

Effective: March 25, 2024

### Our Commitment to You

LifeGuide Financial Advisors, LLC ("LifeGuide Financial" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. LifeGuide Financial (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

LifeGuide Financial does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Date of Birth, Social Security Number or Taxpayer Identification Number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

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### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> LifeGuide Financial does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where LifeGuide Financial or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> LifeGuide Financial does not disclose, and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (717) 796-1700.