

# **Bayridge Financial Group, Inc.**

## **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 Bayridge Financial Group, Inc. (“Bayridge” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (718) 833-4901.

Bayridge is a registered investment advisor with the U.S. Securities and Exchange Commission. 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 Bayridge to assist you in determining whether to retain the Advisor.

Additional information about Bayridge and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 296831.

**Bayridge Financial Group, Inc.**  
**330 Sunrise Hwy #110 Rockville Centre, NY 11570**  
**Phone: (718) 833-4901 \* Fax: (718) 833-4903**  
<http://bayridgefinancial.net>

## Item 2 – Material Changes

---

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 personnel of Bayridge. For convenience, we have combined these documents into a single disclosure document.

Bayridge believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Bayridge encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

There are no material changes in this brochure from the last annual updating amendment on March 29, 2023 of Bayridge. Material changes relate to Bayridge's policies, practices or conflicts of interests.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client 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 for our firm name or by our CRD# 296831. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (718) 833-4901.

---

#### **Bayridge Financial Group, Inc.**

330 Sunrise Hwy #110 Rockville Centre, NY 11570

Phone: (718) 833-4901 \* Fax: (718) 833-4903

<http://bayridgefinancial.net>

### Item 3 – Table of Contents

---

<b>Item 1 – Cover Page.....</b>	<b>1</b>
<b>Item 2 – Material Changes .....</b>	<b>2</b>
<b>Item 3 – Table of Contents .....</b>	<b>3</b>
<b>Item 4 – Advisory Services.....</b>	<b>4</b>
A. Firm Information.....	4
B. Advisory Services Offered .....	4
C. Client Account Management .....	5
D. Wrap Fee Programs.....	5
E. Assets Under Management .....	5
<b>Item 5 – Fees and Compensation.....</b>	<b>5</b>
A. Fees for Advisory Services.....	5
B. Fee Billing.....	6
C. Other Fees and Expenses.....	6
D. Advance Payment of Fees and Termination.....	7
E. Compensation for Sales of Securities .....	7
<b>Item 6 – Performance-Based Fees and Side-By-Side Management .....</b>	<b>7</b>
<b>Item 7 – Types of Clients .....</b>	<b>9</b>
<b>Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....</b>	<b>9</b>
A. Methods of Analysis .....	9
B. Risk of Loss.....	9
<b>Item 9 – Disciplinary Information .....</b>	<b>10</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations .....</b>	<b>10</b>
<b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>11</b>
A. Code of Ethics .....	11
B. Personal Trading with Material Interest .....	11
C. Personal Trading in Same Securities as Clients .....	11
D. Personal Trading at Same Time as Client .....	11
<b>Item 12 – Brokerage Practices .....</b>	<b>12</b>
A. Recommendation of Custodian[s] .....	12
B. Aggregating and Allocating Trades .....	12
<b>Item 13 – Review of Accounts.....</b>	<b>12</b>
A. Frequency of Reviews.....	12
B. Causes for Reviews .....	13
C. Review Reports .....	13
<b>Item 14 - Client Referrals and Other Compensation .....</b>	<b>13</b>
A. Compensation Received by Bayridge .....	13
B. Client Referrals from Solicitors .....	14
<b>Item 15 – Custody.....</b>	<b>14</b>
<b>Item 16 – Investment Discretion .....</b>	<b>14</b>
<b>Item 17 – Voting Client Securities.....</b>	<b>14</b>
<b>Item 18 – Financial Information.....</b>	<b>14</b>
<b>Privacy Policy .....</b>	<b>15</b>

## Item 4 – Advisory Services

---

### A. Firm Information

Bayridge Financial Group, Inc. (“Bayridge” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a Corporation under the laws of the State of New York. Bayridge was founded in November 2005 and became a registered investment advisor in April 2018. Bayridge is owned and operated by Shane H. Siederman (Partner) and Jason D’Amelio (Partner and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Bayridge.

### B. Advisory Services Offered

Bayridge offers investment advisory services to individuals, high net worth individuals, trusts, and estates (each referred to as a “Client”).

#### Investment Management Services

Bayridge provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Bayridge works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy for the Client. Bayridge will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

*Internal Investment Management* - Bayridge customizes its investment management services for its Clients. Portfolios are primarily constructed using exchange-traded funds (“ETFs”), passive and active mutual funds, individual stocks and/or individual fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client.

Bayridge generally employs a long-term investment approach for Clients, but may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Bayridge will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Bayridge evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Bayridge may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Bayridge 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. Bayridge 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.

At no time will Bayridge accept or maintain custody of a Client's funds or securities, except for authorized deduction of the Advisor's fees. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client Investment Advisory Agreement. Please see Item 12 – Brokerage Practices for additional information.

*Use of Independent Managers* - Bayridge may recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively “Independent Managers”). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager[s].

Bayridge serves as the Client's primary advisor and relationship manager. However, the Independent Manager[s]

Bayridge Financial Group, Inc.  
330 Sunrise Hwy #110 Rockville Centre, NY 11570  
Phone: (718) 833-4901 \* Fax: (718) 833-4903  
<http://bayridgefinancial.net>

will assume discretionary authority for the day-to-day investment management of those assets placed in their control. Bayridge will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. Bayridge will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of these unaffiliated parties. The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of those parties. Bayridge does not receive any compensation from these Independent Managers or Investment Platforms, other than Bayridge's investment advisory fee (described in Item 5).

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

Prior to engaging Bayridge to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor and/or Independent manager[s] that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Bayridge, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives, taking into consideration the Client's financial situation, time horizon, and tolerance for risk.
- Asset Allocation – Bayridge will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Bayridge will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Bayridge will provide investment management and ongoing oversight of the Client's investment portfolio.

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

Bayridge does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Bayridge.

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

Assets under management are roughly \$67,500,000 as of December 31, 2023 fiscal year end. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

---

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid quarterly in advance of each calendar month pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar month.

[Fees continued on next page.]

Investment advisory fees are based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$100,000	1.50%
\$100,001 to \$250,000	1.25%
\$250,001 to \$750,000	1.15%
Over \$750,000	1.00%
\$1,500,001 to \$2,500,000	0.90%
Over \$2,500,000	0.85%

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may be offered a fixed annual rate or dollar amount. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Bayridge will be independently valued by the Custodian. Bayridge will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Use of Independent Managers

For Client account[s] implemented through an Independent Manager, the Client's overall fees will often include Bayridge's investment advisory fee (as noted above) plus advisory fees and/or platform fees charged by the Independent Manager[s], as applicable. The Independent Manager may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s]. In such instances, Bayridge will not charge its fee separately on those assets.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its 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 respective month-end. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Bayridge at the end the prior calendar month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory 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 Bayridge to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Use of Independent Managers

Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add Bayridge's investment advisory fee and deduct the overall fee from the Client's account[s].

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

Clients may incur certain fees or charges imposed by third parties, other than Bayridge, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the Custodian and executing broker-dealer. The fees charged by Bayridge are separate and distinct from these custodial and execution fees.

In addition, all fees paid to Bayridge for investment advisory 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. A Client could invest in these products directly, without the services of Bayridge, but would not receive the services provided by Bayridge 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 Bayridge to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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

##### Investment Management Services

Bayridge is compensated for its services in advance of the month in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment 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. 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 investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

##### Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. Bayridge will assist the Client with the termination and transition as appropriate.

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

Bayridge does not buy or sell securities to generate commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above. However, Clients can engage Advisory Persons of Bayridge separately in one's individual capacity as a registered representative with Strategic Financial Alliance, Inc. (SFA), Member of FINRA and SIPC ("herein "SFA"). An Advisory Person may recommend that the Client implement investment recommendations on a commission basis instead of through the Advisor. Under this arrangement, the Advisor will not earn an investment advisory fee, but its Advisory Persons, in their separate capacity as Registered Representatives of SFA, will earn commission revenue. This practice presents a conflict of interest because the Advisory Person who is a registered representative may have an incentive to implement securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor its Advisory Persons. Please see "Item 10 – Other Financial Industry Activities and Affiliations".

Advisory Persons are also licensed as an independent insurance professional. As an independent insurance professional, the Advisory Person may earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any Advisory Person affiliated with the Advisor. Please see "Item 10 – Other Financial Industry Activities and Affiliations".

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

---

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

Bayridge 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.

---

Bayridge Financial Group, Inc.  
330 Sunrise Hwy #110 Rockville Centre, NY 11570  
Phone: (718) 833-4901 \* Fax: (718) 833-4903  
<http://bayridgefinancial.net>





## **Item 7 – Types of Clients**

---

Bayridge offers investment advisory services to individuals, high net worth individuals, trusts, and estates. Bayridge generally does not impose a minimum size for establishing a relationship.

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

---

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

Bayridge employs fundamental and other analysis methods in developing investment strategies for its Clients. Research and analysis from Bayridge is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases 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".

As noted above, Bayridge generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Bayridge will typically hold all or a portion of 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, Bayridge 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. Bayridge 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. 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 investment risks the Client should understand:

#### 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.

#### ETF Risks

The performance of an ETF 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 has 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.

#### Mutual Fund Risks

The performance of a mutual fund 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.

#### Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

#### Real Estate Investment Trusts ("REITs")

Investing in Real Estate Investment Trusts ("REITs") involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. Equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

**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**

---

**There are no legal, regulatory or disciplinary events involving Bayridge or any of its management persons.** Bayridge values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD# 296831.

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

---

#### Broker-Dealer Affiliation

As noted in Item 5, Advisory Persons are also a Registered Representatives SFA. In one's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by the Advisory Person. Neither the Advisor nor the Advisory Person will earn ongoing investment

advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative.

#### Insurance Agency Affiliations

As noted in Item 5, Advisory Persons of Bayridge are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Bayridge. As an insurance professional, the Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. The Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisory Persons or the Advisor.

#### Tax and Accounting Services

Supervised Persons of the Advisor also provide tax and accounting services through Bayridge Tax Planning, LLC dba CPA Tax Planning. Clients are not obligated to engage for these services.

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

---

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

Bayridge has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Bayridge (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Bayridge and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Bayridge'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 our Code, please contact us at (718) 833-4901.

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

Bayridge allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Bayridge 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. Bayridge does not have a material interest in any securities traded in Client accounts.

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

Bayridge allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have 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 may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially 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 Bayridge requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

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

While Bayridge allows our 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 or traded afterwards. **At no time will Bayridge, or any Supervised Person of Bayridge, transact in any security to the detriment of any Client.**

## Item 12 – Brokerage Practices

---

### A. Recommendation of Custodian[s]

Bayridge 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 Bayridge to direct trades to the Custodian as agreed in the investment advisory agreement. Further, Bayridge does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Bayridge does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a broker not recommended by Bayridge. However, if the Client engages a Custodian other than the one recommended by the Advisor, the Advisor may have limitations on the services it can provide comparable to other Clients. Bayridge 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 overall reputation and/or the location of the Custodian's offices. Further, as its Advisory Persons are also Registered Representatives of SFA, the Advisor may only recommend a Custodian approved by SFA.

Bayridge typically recommends that Clients establish their account[s] at Charles Schwab & Co., Inc. Advisor Services. ("Charles Schwab"). Charles Schwab is an independent and unaffiliated SEC-registered broker-dealer and member FINRA/SIPC.

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 the broker-dealer/custodian in exchange for research and other services. **Bayridge does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from Charles Schwab. Please see Item 14.**

**2. Brokerage Referrals** - Bayridge 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 Bayridge will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage 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]). Bayridge 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 order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. Bayridge will execute its transactions through the Custodian as authorized by the Client, unless separately instructed by the Client. Bayridge may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer 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

---

### A. Frequency of Reviews

Bayridge Financial Group, Inc.  
330 Sunrise Hwy #110 Rockville Centre, NY 11570  
Phone: (718) 833-4901 \* Fax: (718) 833-4903  
<http://bayridgefinancial.net>

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

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

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less 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 Bayridge 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**

---

#### **A. Compensation Received by Bayridge**

Bayridge 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. Likewise, Bayridge may receive non-compensated referrals of new Clients from various third-parties.

Charles Schwab & Co., Inc. Advisor Services provides Bayridge with access to Charles Schwab & Co., Inc. Advisor Services' institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For Bayridge client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

Charles Schwab & Co., Inc. Advisor Services also makes available to Bayridge other products and services that benefit Bayridge but may not benefit its clients' accounts. These benefits may include national, regional or Bayridge specific educational events organized and/or sponsored by Charles Schwab & Co., Inc. Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Bayridge by Charles Schwab & Co., Inc. Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Bayridge in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of Bayridge's fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Bayridge's accounts. Charles Schwab & Co., Inc. Advisor Services also makes available to Bayridge other services intended to help Bayridge manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on

---

#### **Bayridge Financial Group, Inc.**

330 Sunrise Hwy #110 Rockville Centre, NY 11570

Phone: (718) 833-4901 \* Fax: (718) 833-4903

<http://bayridgefinancial.net>



practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance and marketing. In addition, Charles Schwab & Co., Inc. Advisor Services may make available, arrange and/or pay vendors for these types of services rendered to Bayridge by independent third parties. Charles Schwab & Co., Inc. Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Bayridge. Bayridge is independently owned and operated and not affiliated with Charles Schwab & Co., Inc. Advisor Services.

## **B. Client Referrals from Solicitors**

Bayridge does not engage paid solicitors for Client referrals.

## **Item 15 – Custody**

---

Bayridge 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 Bayridge to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Bayridge to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

## **Item 16 – Investment Discretion**

---

Bayridge 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 Bayridge. 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 Bayridge will be in accordance with each Client's investment objectives and goals.

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

---

Bayridge 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.

## **Item 18 – Financial Information**

---

Neither Bayridge, nor its management, have any adverse financial situations that would reasonably impair the ability of Bayridge to meet all obligations to its Clients. Neither Bayridge, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Bayridge 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.

## Privacy Policy

---

Effective: May 8, 2018

### Our Commitment to You

Bayridge Financial Group, Inc. ("Bayridge" 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. Bayridge (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.

Bayridge 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?

Driver's license number	Date of birth
Social security 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.

### 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. Bayridge shares Client information with Strategic Financial Alliance, Inc. ("SFA") due to the oversight SFA has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the SFA Privacy Policy.	Yes	No
<b>Marketing Purposes</b> Bayridge 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 Bayridge 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> Bayridge 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 (718) 833-4901.