

# **Yeomans Consulting Group, Inc. d/b/a Your Retirement Coach**

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**March 16, 2017**

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

**This brochure provides information about the qualifications and business practices of Yeomans Consulting Group, Inc. If you have any questions about the contents of this brochure, please contact us at 770-427-5227. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Yeomans Consulting Group, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Yeomans Consulting Group, Inc. is 125573.**

**Yeomans Consulting Group, Inc. is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our last annual updating amendment, dated March 22, 2016, we have made the following material changes to our brochure:

- We updated our address to 61 Atlanta Street SE Marietta, Georgia 30060
- Additionally, we updated Item 4 - *Advisory Business* section to reflect a lower maximum annual advisory fee for all programs. The new maximum fee schedule is as follows:

<u>Market Value Breakpoints</u>	<u>Maximum Annual Advisory Fee</u>
On the first \$250,000	1.50%
On the next \$250,000	1.25%
On the next \$500,000	1.00%
Over \$1,000,000	0.80%

- We amended the disclosure language related to the VISION2020 Wealth Management Platform - Advisor Managed Portfolio Program. The amended disclosure is as follows:
  - We offer Advisor Managed Portfolios as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account").
  - You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate your account, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.
  - Additional, ancillary fees may apply. Please see the Advisor Managed Portfolios Wrap Fee Program Brochure for further details.
- We amended the disclosure language related to the VISION2020 Wealth Management Platform - Model Portfolios Program. The amended disclosure is as follows:
  - The Wealth Management Platform - Model Portfolios Program ("Model Program") offers Clients managed asset allocation models ("Asset Allocation Models") of mutual funds, exchange traded funds ("ETFs") or a combination thereof diversified across various investment styles and strategies. The Asset Allocation Models are constructed by managers ("Program Managers") such as Russell Investment Management Company, SEI Investments Management Corporation and Morningstar Associates, LLC. Based upon the risk tolerance of each Client, the Model Program utilizes a system that selects a specific Asset Allocation Model. After the Asset Allocation Model is chosen, we, with the assistance of the Model Program sponsor, will open a Model Program account. Your assets will be invested in the specific investments contained within the recommended Asset Allocation Model. You have the opportunity to place reasonable restrictions on investments held within the Model Program account.
  - For further Model Program details, including a full list of Program Managers, please see the Model Program Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in the Model Program. Please read it thoroughly before investing.
  - We offer the Model Program as an account where no separate transactions charges

- apply and a single fee is paid for all advisory services and transactions ("Wrap Account"). You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate your account, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.
- Additional, ancillary fees may apply. Please see the Model Program Wrap Fee Program Brochure for further details.
- We amended the disclosure language related to the VISION2020 Wealth Management Platform - SMA and UMA Program. The amended disclosure is as follows:
    - The Wealth Management Platform - SMA and UMA Account Program ("Wealth Managed Account Program" or "WMA") provides you with the opportunity to invest your assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. WMA is a Wrap Account program that offers these advisory services along with brokerage and custodial services for a single, asset-based, advisory fee. We will present you with a WMA asset allocation model ("WMA Model") for your approval which will consist of: 1) third party money managers ("WMA Managers") who will manage your WMA account according to a particular equity or fixed income model or strategy, or 2) no-load mutual funds ("Funds"), or 3) exchange traded funds ("ETFs") or any combination thereof (individually or collectively, "WMA Investments"). WMA Investments will be managed according to the selected WMA Model. WMA Investments are held within a separately managed account or a series of separately managed accounts (collectively, "SMA Account") or in one, unified managed account ("UMA Account"). We will suggest a WMA Model to you based on your responses to a risk tolerance questionnaire ("Questionnaire") and discussion that we have together regarding among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation. In addition, you have the opportunity to place reasonable restrictions on investments held within your WMA account.
    - For further WMA details please see the WMA Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in WMA. Please read it thoroughly before investing.
    - We offer WMA as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account").
    - You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate your account, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.
    - Additional, ancillary fees may apply. Please see the WMA Wrap Fee Program Brochure for further details.
  - The account minimums for the Vision2020 Wealth Management Platform programs are as follows:
    - Advisor Managed Portfolios Program - \$50,000
    - Model Portfolios Program - \$50,000
    - SMA and UMA Account Program - \$100,000 for SMA accounts; \$50,000 for UMA accounts
  - We have added to the following disclosure related to Third Party Managers:

- Each Third Party Advisory Service that we offer has their own account minimum. Their account minimums are disclosed to you through their own Form ADV and associated paperwork that will be presented to you.
  - In instances where we recommend that a third party manage your assets, please refer to the third party's ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks.
  - The aggregation and allocation practices of mutual funds and third party managers that we recommend to you are disclosed in the respective mutual fund prospectuses and third party manager disclosure documents which will be provided to you.
- Lastly, we added language disclosing economic benefits we receive from SagePoint, which reads as follows:
- We receive economic benefits from SagePoint for providing investment advice or other advisory services to you. Through our use of SagePoint, we are entitled to receive economic benefits. As part of our fiduciary duty, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm from a non-client in and of themselves creates a potential conflict of interest and may influence our choice in providing services to your account. This arrangement does not cause our clients to pay any additional transaction fees beyond those that are traditionally charged by our firm and/or other service providers.
  - While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

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## Item 4 Advisory Business

### Description of Services and Fees

Yeomans Consulting Group, Inc. d/b/a Your Retirement Coach is a registered investment adviser based in Marietta, Georgia. We are organized as a corporation under the laws of the State of Georgia. We have been providing investment advisory services since 1995. Randall J. Yeomans and Nicholas B. Yeomans are our principal owners. Currently, we offer the following investment advisory services which are personalized to each individual client:

- **Investment Management Services**
- **Selection of Other Advisers**
- **Financial Planning and Consulting Services**
- **Investment Consulting/Portfolio Monitoring Services**
- **Consulting Services to Investment Advisers and Investment Adviser Representatives**

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Yeomans Consulting Group, Inc. and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person or Investment Adviser Representative throughout this brochure. As used in this brochure, our Associated Persons or Investment Adviser Representatives are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

### Investment Management Services

We offer discretionary and non-discretionary investment management services that are tailored to meet our clients' needs and investment objectives. Once you have retained our firm for investment management services, we will gather information about your financial situation and objectives, and assist you in determining your investment goals, objectives, risk tolerance, and retirement plan time horizon. We will initially provide you with recommendations as to how to allocate your investments among categories of assets and allocation programs offered through SagePoint Financial, Inc. ("SagePoint"). We will then monitor your account on an ongoing basis. Where appropriate, we may provide you with recommendations to change your investment management or allocation program in an effort to remain consistent with your stated financial objectives.

### *Direct Asset Allocation Services through SEI Advisor Program*

The SEI Asset Management Program is a program where our Investment Adviser Representatives ("IARs") can make the SEI family of mutual funds available to our firm's client. SEI is not an investment adviser in this instance and does not have an investment adviser relationship with you. Although, SEI re-balances your portfolio to maintain the proper asset allocation to each asset class in the percentages you chose, SEI does not exercise discretion when providing these re-balancing services. SEI re-balances based on your written instructions.

Our firm charges an advisory fee. SEI charges an expense ratio to the funds. All expense ratios are disclosed in the prospectuses of the funds. SEI Trust Company, a subsidiary of SEI Investments Co., acts as the transfer agent and custodian for your account. Our advisory fee is debited from your account by SEI Trust Company on our behalf. SEI does not participate in our advisory fee. SEI Trust Company then forwards the fee to SagePoint as paying agent for our firm. SagePoint deducts its processing fee and forwards our advisory fee to us.

You will sign an advisory contract with our firm and account opening documentation with SEI. We provide you with our Form ADV Part 2A and SEI provides a prospectus for the mutual funds utilized in your fee-based account. As custodian, SEI Trust Company provides all reporting functions for your account, and supplies you with at least a quarterly statement. SEI does not act in the capacity of an investment adviser to you and therefore does not provide a solicitor's agreement, or their Form ADV Part 2. The fee schedule that our firm charges for our advisory services in connection with the SEI Asset Management Program is included in our ADV Part 2A and in the SEI Advisory Agreement.

Our firm's IARs also offer through SEI, the Mutual Fund Program ("SEI Funds") comprised exclusively of mutual funds and the Managed Account Program ("Managed Account Assets") comprised of individual securities to our clients. The **SEI Funds** and **Managed Account Assets Programs** are designed as follows:

1. We determine your risk profile and investment objectives. Your IAR determines your investment objectives, investment time horizon, and risk profile by means of an interview and the completion of a questionnaire.
2. We will establish an asset allocation policy for you and you choose one of many mutual fund asset allocation models. You may also purchase the individual mutual funds without choosing one of the asset allocation models.
3. The asset allocation models help you diversify among asset classes and styles. The investment managers of the underlying mutual funds are selected by SEI. SEI utilizes institutional investment management firms. The managers are monitored by SEI to ensure that their investment styles and performance remain consistent with the objectives of the mutual funds.
4. Your portfolio will be re-balanced. Re-balancing maintains the proper allocation to each asset class in the model. Re-balancing occurs automatically if the underlying mutual funds deviate from the prescribed quarterly allocation by greater than a 2% variance. For the tax-managed models, the variance is 3%. Re-balancing occurs monthly with no transaction fees.
5. SEI will have complete investment authority, with respect to the Managed Account Assets, in order to carry out the investment strategy chosen by your IAR on your behalf.
6. You will receive report results. SEI Trust Company (a subsidiary of SEI Investments Company) acts as the transfer agent and custodian for the investor's account. SEI Trust Company provides reporting services including consolidated monthly statements, quarterly performance reports, and year-end tax reports.

<u>Market Value Breakpoints</u>	<u>Maximum Annual Advisory Fee</u>
On the first \$250,000	1.50%
On the next \$250,000	1.25%
On the next \$500,000	1.00%
Over \$1,000,000	0.80%

SEI Trust Company will debit your account on a quarterly basis for the above-mentioned fees and charges. The charges to the account will be on an arrears basis and will be remitted quarterly net of any applicable account and performance reporting charges not charged to you. Upon written notification, either your IAR or you may terminate the Agreement. Prorated fees will be charged based on market value of your account on the date notice is received.

You will receive statements from the SEI Trust Company indicating holdings. A quarterly report, indicating market value, cash flows, gains and losses, asset allocation, and performance as it relates to market indices, is also available if you select that option. Annually, you will receive a tax report for your account.



If you open a Tax Controlled Program Investment Account, SEI will remain as the investment adviser on the account, and your IAR on behalf of our firm will act in a solicitor capacity only and have you sign the appropriate documentation.

### ***SEI Asset Allocation Program***

We participate in The SEI Asset Allocation Program, which is offered to high net worth individuals, defined benefit plans, participant and non-participant directed defined contribution plans, institutions, endowments, and foundations.

With the SEI Asset Allocation Program, we serve as the investment adviser to the investor, and are responsible for analyzing the investor's current financial situation, return expectations, risk tolerance, time horizon, and asset class preference, pursuant to the Adviser's investment advisory agreement. Based upon the investor's information, our firm and the investor select an investment strategy and choose from one of many mutual fund asset allocation models, which may be provided by SEI Investments Management Corporation ("SIMC"), or purchase the individual mutual funds to include customized portfolios designed by our firm.

We will allocate the assets placed in the investor's account among the SEI Funds (a family of mutual funds advised by SIMC) in accordance with the investment strategy, goal or model selected by the investor or designed by our firm. The investor, through our firm, may adjust their asset allocation to help ensure that the mix reflects the objectives of the chosen strategy. The investor may, at any time, impose reasonable restrictions on the management of his/her account or choose a new investment strategy.

PC Models: In accordance with the investor's investment objectives, we may also allocate assets placed in the investor's account among the SEI Funds through SEI's Private Client Models, which reflect SIMC's institutional asset allocation models more aligned with individual investors' goals. SIMC expects to make changes to the Private Client Models periodically to incorporate changes to the mutual fund asset allocations underlying the models. Upon consent from us (on behalf of the investor), these asset allocation changes will be made to the investor's accounts invested in the Private Client Models.

Custom Models: Yeomans Consulting Group Portfolios (Yeomans TM Defensive, TM Conservative, TM Moderate TM Growth & Income and TM Growth Plus / Yeomans Defensive, Conservative, Moderate Growth & Income and Growth Plus / Yeomans Alternatives Strategies): In accordance with the investor's investment objectives, we may also allocate assets placed in the investor's account among the SEI Funds and non-SEI Funds through Yeomans Custom Models which are aligned with individual investors' goals. We expect to make changes to the Custom Portfolios periodically to incorporate changes to the mutual fund asset allocations underlying the models on a discretionary basis. Upon consent from us (on behalf of the investor), these discretionary asset allocation changes will be made to the investor's accounts invested in the Yeomans Consulting Group, Inc. as Yeomans Custom Models.

The SEI Funds are administered, distributed, and in some cases advised by SIMC or its affiliates for which it is paid fees as disclosed in the SEI Funds' prospectuses. The prospectus(es) should be read carefully by all investors before investing in the SEI Funds.

The applicable fees are the same as set forth under the Direct Asset Allocation Services through SEI Advisor Program section above.



### ***VISION2020 Wealth Management Platform - Advisor Managed Portfolios Program***

The Wealth Management Platform - Advisor Managed Portfolios Program ("Advisor Managed Portfolios") provides comprehensive investment management of your assets through the application of asset allocation planning software as well as the provision of execution, clearing and custodial services through Pershing, LLC ("Pershing").

Advisor Managed Portfolios provides risk tolerance assessment, efficient frontier plotting, fund profiling and performance data, and portfolio optimization and re-balancing tools. Utilizing these tools, and based on your responses to a risk tolerance questionnaire ("Questionnaire") and discussions that we have together regarding, among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation, we construct a portfolio of investments for you.

Portfolios may consist of mutual funds, exchange traded funds, equities, options, debt securities, variable life, variable annuity sub-accounts and other investments.

Each portfolio is designed to meet your individual needs, stated goals and objectives. Additionally, you have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

For further Advisor Managed Portfolios details, please see the Advisor Managed Portfolios Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in Advisor Managed Portfolios. Please read it thoroughly before investing.

We offer Advisor Managed Portfolios as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account").

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate your account, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.

Additional, ancillary fees may apply. Please see the Advisor Managed Portfolios Wrap Fee Program Brochure for further details. Our Advisor Managed Portfolios Program accounts fee schedule is as follows:

<u>Market Value Breakpoints</u>	<u>Maximum Annual Advisory Fee</u>
On the first \$250,000	1.50%
On the next \$250,000	1.25%
On the next \$500,000	1.00%
Over \$1,000,000	0.80%

### ***VISION2020 Wealth Management Platform - Model Portfolios Program***

The Wealth Management Platform - Model Portfolios Program ("Model Program") offers Clients managed asset allocation models ("Asset Allocation Models") of mutual funds, exchange traded funds ("ETFs") or a combination thereof diversified across various investment styles and strategies. The Asset Allocation Models are constructed by managers ("Program Managers") such as Russell Investment Management Company, SEI Investments Management Corporation and Morningstar Associates, LLC. Based upon the risk tolerance of each Client, the Model Program utilizes a system that selects a specific Asset Allocation Model. After the Asset Allocation Model is chosen, we, with the assistance of the Model Program sponsor, will open a Model Program account. Your assets will be

invested in the specific investments contained within the recommended Asset Allocation Model. You have the opportunity to place reasonable restrictions on investments held within the Model Program account.

For further Model Program details, including a full list of Program Managers, please see the Model Program Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in the Model Program. Please read it thoroughly before investing.

We offer the Model Program as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account"). You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate your account, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.

Additional, ancillary fees may apply. Please see the Model Program Wrap Fee Program Brochure for further details. Our Model Program account fee schedule is as follows:

<u>Market Value Breakpoints</u>	<u>Maximum Annual Advisory Fee</u>
On the first \$250,000	1.50%
On the next \$250,000	1.25%
On the next \$500,000	1.00%
Over \$1,000,000	0.80%

#### ***VISION2020 Wealth Management Platform - SMA and UMA Program***

The Wealth Management Platform - SMA and UMA Account Program ("Wealth Managed Account Program" or "WMAP") provides you with the opportunity to invest your assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. WMAP is a Wrap Account program that offers these advisory services along with brokerage and custodial services for a single, asset-based, advisory fee. We will present you with a WMAP asset allocation model ("WMAP Model") for your approval which will consist of: 1) third party money managers ("WMAP Managers") who will manage your WMAP account according to a particular equity or fixed income model or strategy, or 2) no-load mutual funds ("Funds"), or 3) exchange traded funds ("ETFs") or any combination thereof (individually or collectively, "WMAP Investments"). WMAP Investments will be managed according to the selected WMAP Model. WMAP Investments are held within a separately managed account or a series of separately managed accounts (collectively, "SMA Account") or in one, unified managed account ("UMA Account"). We will suggest a WMAP Model to you based on your responses to a risk tolerance questionnaire ("Questionnaire") and discussion that we have together regarding among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation. In addition, you have the opportunity to place reasonable restrictions on investments held within your WMAP account.

For further WMAP details please see the WMAP Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in WMAP. Please read it thoroughly before investing.

We offer WMAP as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account").

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate your account, the account fee will be credited back to you on a pro-rata basis for the unused portion of the quarter.

Additional, ancillary fees may apply. Please see the WMAP Wrap Fee Program Brochure for further details.

Our WMAP account fee schedule is as follows:

<u>Market Value Breakpoints</u>	<u>Maximum Annual Advisory Fee</u>
On the first \$250,000	1.50%
On the next \$250,000	1.25%
On the next \$500,000	1.00%
Over \$1,000,000	0.80%

### **Selection of Other Advisers**

As part of our investment advisory services, we may recommend that you use the services of a third party investment adviser ("TPA") to manage your entire, or a portion of your, investment portfolio. We may recommend TPAs who offer timing services, asset allocation services, and wrap free programs. After gathering information about your financial situation and objectives, we will recommend that you engage a specific TPA or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the TPA's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. The TPA(s) will actively manage your portfolio and will assume discretionary investment authority over your account. We will periodically monitor the TPA(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives.

Compensation generally, consists of four elements: i) management and advisory fees shared by the TPA, our firm, and our IARs; ii) transaction costs, if applicable, which may be paid to purchase and sell such securities; iii) custody fees; and iv) an additional administrative fee paid to SagePoint for its supervisory services.

Such compensation is charged through one of the following pricing structures:

1. **Wrap Pricing** : Under these programs, the inclusive "wrap" fee covers account management, brokerage, clearance, custody and administrative services. In other programs, you may be charged separately for such services. The wrap fees may be higher or lower than if such services were obtained separately. Generally, wrap programs are relatively less expensive for actively traded accounts. However, they may result in higher overall costs to you in accounts that experience little trading activity. The same or similar services may be available elsewhere at a lower cost to you.
2. **Unbundled Pricing** : Other TPA services may be provided on an "unbundled" fee basis. In such cases, the TPA's fee may be separate from the advisory fee charged by our firm. Transaction costs may also be charged for the execution and clearance of advisory transactions directed by the TPA. Further, compensation to our firm's IARs may be in the form of commissions earned in the underlying securities portfolios, which are managed by the TPA. In addition to our firm's share of the TPA, SagePoint may charge an additional administrative fee for its administrative and supervisory services.

You will receive an account statement from the TPA at least quarterly, which includes the amount of any fees paid directly for the TPA's services, or any other adviser selected by you to manage the account. These fees are in addition to the internal advisory fees and expenses paid by the mutual funds or variable annuity companies to their separate investment advisers. In addition, variable annuity companies generally impose mortality charges on such accounts, of approximately 1.25% annually. SagePoint's administrative fees will either be bundled into the wrap fee or disclosed as a separate charge in unbundled programs.

The amount of total fees, the services provided, the payment structure, termination provisions and other aspects of each program are detailed and disclosed in: i) the TPA's Form ADV Part 2; ii) the program wrap brochure (if applicable) or other applicable disclosure documents; iii) the disclosure documents of the portfolio manager or managers selected; or, iv) the TPA's account opening documents.

SagePoint may also act as paying agent with respect to payments made by third-party advisers to Adviser under solicitor's agreements between them. SagePoint does not act as an investment adviser with respect to any accounts, which, are referred directly by our firm to third-party advisers. *You do not have an investment advisory relationship with SagePoint unless you have signed a direct advisory contract with them and then it will only apply to the assets subject to that contract.*

Our firm will not be paid fees directly by you, but will receive a portion of the advisory fee paid to the TPA as a solicitor. The same or similar services may be available elsewhere at a lower cost to you.

You will be required to sign an agreement directly with the recommended TPA(s). You may terminate your advisory relationship with the TPA according to the terms of your agreement with the TPA. You should review each TPA's brochure for specific information on how you may terminate your advisory relationship with the TPA and how you may receive a refund, if applicable. You should contact the TPA directly for questions regarding your advisory agreement with the TPA.

### **Financial Planning and Consulting Services**

We offer broad-based and modular financial planning services. If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. Once we review and analyze the information you provide to our firm, we will deliver a written plan to you, designed to help you achieve your stated financial goals and objectives.

In general, financial planning and consulting services may include, but is not limited to, any one or all of the following:

- **Personal Planning** - This includes a review of family records, budgeting, personal liability, estate information, and financial goals. We may offer advice on how to reduce risk, and to coordinate and organize records, as well as estate information. We will also help you identify and prioritize financial goals.
- **Tax & Cash Flow Planning** - This encompasses a large array of services that are customized to your specific financial circumstances including income tax and spending analysis. Our firm may illustrate how tax laws will effect various financial decisions, such as investing in new opportunities or consolidation of existing investments and individual taxation issues, among others. The impact of those decisions on your current income tax and future tax liability may also be assessed.

- **Insurance Planning** - This includes risk management associated with advisory recommendations based on the combination of insurance types that best meet your specific needs, such as life, health, disability, and long-term care insurance. This will generally include analysis of cash needs at death, income needs of surviving dependents, and disability income analysis.
- **Retirement Planning** - This involves advice with respect to alternatives and techniques for accumulating wealth for retirement income or advice relative to appropriate distribution of assets following retirement. Tax consequences and their implications are identified and evaluated.
- **Investment Planning** - This involves advice with respect to investment alternatives and their effect on your portfolio. Evaluations are made of existing investments in terms of their economic and tax characteristics as well as their suitability for meeting your objectives. Tax consequences and their implications are identified and evaluated.
- **Estate Planning** - This involves the strategies and techniques to arranging assets in a manner that meets lifetime financial objectives while simultaneously providing for survivors' needs. A carefully implemented estate plan can help create and conserve assets, and minimize death taxes, income taxes and estate settlement costs. This may insure that cash is available to pay unavoidable expenses and provide an orderly distribution of assets that meets the estate owner's objectives and intentions.

Consulting on topics not specifically described above, such as risk management, legacy planning, and liability management may be provided based on your individual needs. Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. You must promptly notify our firm if your financial situation, goals, objectives, or needs change. You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

Our firm uses the following financial planning fee schedule:

- **Fixed Fees:** Fixed fees for financial planning services generally range between \$2,500 and \$30,000.
- **Hourly Fees:** The firm charges an hourly fee ranging between \$250 and \$500 if you request general consulting services.

We also offer Professional Plan Analysis, which involves providing a financial plan or tax analysis to accountants and/or attorneys. The fee for this service ranges between \$175 and \$375 an hour.

An estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. Our fees are negotiable depending upon the complexity and scope of the plan, your financial situation, and your objectives. Unless agreed otherwise, we require that you pay 50% of the fee in advance and the remaining portion upon the completion of the services rendered. We will not require prepayment of a fee more than six months in advance and in excess of \$500. We may reduce our financial planning fee for those clients making use of our portfolio management services.

All clients wishing to engage our firm for the implementation of its financial and/or retirement plan must complete our internal documents and investment advisory agreement, and a SagePoint new account form. Upon completion of the aforementioned documents, together with our securing of the relevant approvals, we will be considered engaged by you. The term of engagement will be either a "one- time



only" or ongoing, as set forth in the advisory agreement. For ongoing agreements, you will be responsible for ensuring that we have been timely informed of changes in investment objectives and risk tolerance.

You may terminate the financial planning agreement by providing written notice to our firm within five days from the date of acceptance. After the five-day period, either you or our firm may terminate the financial planning agreement by providing written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the agreement. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### **Investment Consulting/Portfolio Monitoring Services**

We offer non-discretionary, non-continuous investment consulting and portfolio monitoring services with respect to accounts not managed by our firm. As part of this service, we will gather information about your financial situation and objectives, and assist you in determining your investment goals, objectives, risk tolerance, and time horizon. We will then monitor your account on a periodic basis and will make recommendations to you consistent with your stated financial objectives. We may review accounts on a quarterly, annual or semi-annual basis. You are free at all times to accept or reject any investment recommendation from our firm. You are solely responsible for implementing any of our recommendations.

Our fees for this service is either a fixed fee or a percentage of the assets being monitored, as follows:

generally ranging between \$500 - \$30,000 or a percentage of the assets being monitored, which generally range between 0.25% - 1.50%

- **Retainer costs:** Fixed fees generally range between \$500 - \$30,000 annually. Fees are due and payable quarterly.
- **Asset-Based Retainer costs:** Our annual asset-based fee generally ranges between 0.25% - 1.50%, which is billed and payable quarterly in advance based on the value of your account being monitored as of the last day of the previous quarter.

### **Consulting Services to Investment Advisers and Investment Adviser Representatives**

We offer personalized consulting services to other financial advisors and advisory firms on an hourly or flat fee basis. Services include generally assisting in case design, portfolio review, and review of investment strategies. We offer this service exclusively to unaffiliated RIAs and IARs who want to offer clients a second option and the ability to outsource research and strategies. This gives RIAs and IARs the ability to offer investment and planning strategies that may distinguish them from the typical advisor. We do not participate in sharing fees or commissions that may be generated from an IAR's implementation of our recommendations or solutions. The RIA and IAR is free at all times to accept or reject any of our investment recommendations, and is solely responsible for implementing any of our recommended planning solutions or strategies. We make observations and recommendations believed to be compatible around the understanding of circumstances and data provided by the RIA or IAR's own data research and understanding of their individual client needs.

We charge either an hourly fee or fixed fee for this service. Hourly fees range between \$250 - \$500 per hour, depending on complexity of the case and existing knowledge base of the RIA or IAR. Fixed fees range generally from \$2,500 to \$30,000, depending on the schedule and complexity of the case or cases agreed upon in the consulting agreement. Fees are due upon completion of the services rendered. We may also offer these services on an annual retainer basis. Annual retainer fees are payable quarterly in advance.

## **Types of Investments**

We primarily offer advice on equity securities, corporate debt securities, commercial paper, certificates of deposit, municipal securities, mutual funds, exchange traded funds, variable annuities, variable life insurance, U.S. Government securities, interest in partnerships investing in real estate, oil and gas interests, and the selection of third party advisers.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

## **Assets Under Management**

As of 01/25/2017, we manage \$121,847,423 in client assets on a discretionary basis and \$28,361,082 in client assets on a non-discretionary basis.

## **Item 5 Fees and Compensation**

Please refer to the "Advisory Business" section in this brochure for information on our advisory fees, fee payment arrangements, and refund policies.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on the fees by program or advisory service, please refer to the "Advisory Business" section of this brochure. For information on our firm's brokerage practices, please refer to the "Brokerage Practices" section of this brochure.

Variable annuity companies generally impose internal fees and expenses on your variable annuity investment, including contingent deferred sales charges and early redemption fees. In addition, variable annuity companies generally impose mortality charges of approximately 1.25% annually. These fees are in addition to the fees and expenses referenced above. Complete details of such internal expenses are specified and disclosed in each variable annuity company's prospectus. Please review the Variable Annuity prospectus for full details.

*Applicable to non-wrap accounts:* In addition to the per-trade transaction charges referenced above, you will also be subject to per-trade confirmation fees as disclosed on your trade confirmation (typically \$4.00 per trade) and an additional fee of \$1.50 for each trade confirmation that you do not elect to receive electronically. You may also be subject to an additional, per-trade transaction charge on the selling of certain securities as disclosed on your trade confirmation (generally less than \$1.00 on trades of \$50,000 or less). These fees are not shared with us but are transaction charges paid to SagePoint and our custodian. Please see Item 10 which explains our relationship with SagePoint.



*Applicable to wrap accounts:* You will be charged an additional fee of \$1.50 for each trade confirmation that you do not elect to receive electronically. You may also be subject to an additional, per-trade transaction charge on the selling of certain securities as disclosed on your trade confirmation (generally less than \$1.00 on trades of \$50,000 or less). These fees are not shared with us but are transaction charges paid to SagePoint and our custodian. Please see Item 10 which explains our relationship with SagePoint.

There are additional fees relating to IRA and Qualified Retirement Plan accounts that you may incur such as maintenance and termination fees. You will find these fees disclosed in the account application paperwork provided to you associated with these accounts.

### **Compensation for the Sale of Securities or Other Investment Products**

Persons providing investment advice on behalf of our firm are registered representatives with SagePoint Financial, Inc. ("SagePoint"), an unaffiliated securities broker-dealer, member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In addition to providing advisory services, these persons will likely also sell you securities products and other investment and insurance products in their capacity as registered representatives of SagePoint and as licensed insurance agents. We will receive additional compensation in connection with this activity and the amount of compensation will depend on the type of product purchased. We will have a greater financial incentive to sell certain products as opposed to others (for example, in the case of mutual funds those that have a higher 12b-1 fee than others). While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our firm in connection with providing you with any advisory service that we offer.

At our discretion, we may offset our advisory fees to the extent our associated persons earn commissions in their separate capacities as registered representatives and/or insurance agents.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the "Advisory Business" section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## **Item 7 Types of Clients**

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

Our advisory programs may require a minimum account size to open and maintain an account, depending on the program.

The account minimums for the Vision2020 Wealth Management Platform programs are as follows:

Advisor Managed Portfolios Program - \$50,000

Model Portfolios Program - \$50,000

SMA and UMA Account Program - \$100,000 for SMA accounts; \$50,000 for UMA accounts

Each Third Party Advisory Service that we offer has their own account minimum. Their account minimums are disclosed to you through their own Form ADV and associated paperwork that will be presented to you.

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

### **Our Methods of Analysis and Investment Strategies**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- **Charting Analysis** - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- **Technical Analysis** - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks. The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.
- **Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.
- **Long Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- **Short Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

We also use trend analysis, which in investment terms, refers to investment methodology that is related to historical price movements, irrespective of economic fundamentals. Technicians believe patterns will emerge within the price action and trading volume of an asset, which indicate particular trends and reversals. Trend, in investment terms, refers to the regular tendency of securities to increase or decrease in value over a set period of time. Analysts work to identify trends and time their buying and selling activity to profit from particular chart patterns. Bullish trends indicate that the investment will continue to increase in value. Higher highs and higher lows signal bullish trends. The higher lows are benchmarked against, or compared with, a level of support, which identify short-term low price points for the security that have not been breached over set periods of time. "Breakouts," refer to strong price appreciation above a point of resistance, or short-term high points for the investments that have not been overtaken during a specific time frame. Bearish trends indicate that the investment is set to lose value. Lower highs and lower lows are associated with bearish trends. Securities are unable to move beyond a high point of resistance and break down past support levels.

Reversals: a security will not approach infinity or collapse to zero without interruptions. Reversals are inflection points at which trends switch from bullish to bearish or vice versa. The head and shoulders pattern is typically associated with reversals. Conversely, the inverted head and shoulders is "a reversal pattern in a downtrend," which is bullish.

The risks of using trend analysis is that trends may not be long-sustaining, resulting in insufficient gain or a loss if followed. Also, the securities selected may not trend in which case an increase or decrease in their value may not be estimated.

The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance. The risk of cyclical analysis is that economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Long term purchases may also be affected by unforeseen long term changes in the company in which you are invested or in the overall market. Short term trading generally involves a greater degree of risk than long term trading due to market volatility over a short period of time.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

In instances where we recommend that a third party manage your assets, please refer to the third party's ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Recommendation of Particular Types of Securities**

As disclosed under the "Advisory Business" section in this Brochure, we offer advice on all types of securities, however, we primarily recommend mutual funds; however, since each client has different needs and different tolerance for risk, we may recommend other types of investments as appropriate for your situation.

Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely which can dilute other investors' interests.

### **Item 9 Disciplinary Information**

Neither our firm nor any of our Associated Persons has any reportable disciplinary information.

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

#### **Registrations with Unaffiliated Broker-Dealer**

All representatives of our firm that provide advice to you ("Advisory Representatives") are associated with SagePoint Financial, Inc. ("SagePoint") as Registered Representatives. SagePoint is a diversified financial services company registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Our Advisory Representatives may recommend the purchase of securities offered by SagePoint. If you purchase these products through them, they will receive normal commissions which may be in addition to customary advisory fees. As such, Advisory Representatives may have an incentive to sell you commissionable products in addition to providing you with advisory services when such commissionable products may not be suitable. Alternatively, they may have an incentive to forego providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments, if they deem that the payout for recommending the purchase of these investments would be higher than providing management advice on these products for an advisory fee. Therefore, a conflict of interest may exist between their interests and your best interests.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our Firm in connection with providing you with any advisory service that we offer.

**Arrangements with Affiliated Persons or Entities**

Persons providing investment advice on behalf of our firm are also licensed as insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate from our advisory fees. Please see the "Fees and Compensation" section in this brochure for more information on the compensation received by insurance agents who are affiliated with our firm.

**Recommendation of Other Advisers**

We may recommend that you use a third party adviser ("TPA") based on your needs and suitability. We will receive compensation from the TPA for recommending that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the third party adviser. You are not obligated, contractually or otherwise, to use the services of any TPA we recommend.

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

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

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

**Participation or Interest in Client Transactions**

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

**Personal Trading Practices**

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

## Item 12 Brokerage Practices

As described in the "Other Financial Industry Activities and Affiliations " section of this brochure, our Advisory Representatives are also Registered Representatives of SagePoint, a FINRA registered broker-dealer. In order to meet its FINRA supervisory obligations, SagePoint requires that all investment advisory activities that we conduct be processed through SagePoint's clearing relationships with Pershing LLC ("Pershing"). As a result, we do not have the discretion to choose the broker-dealer or commission rates to be paid. However, we do believe that Pershing's blend of execution services, commission and transaction costs as well as professionalism will allow us to seek best execution and competitive prices.

### Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### Block Trades

The aggregation and allocation practices of mutual funds and third party managers that we recommend to you are disclosed in the respective mutual fund prospectuses and third party manager disclosure documents which will be provided to you.

## Item 13 Review of Accounts

Randall Yeomans, CEO; Nicholas Yeomans, President; and Theodore Sanders, Investment Adviser Representative, will monitor your accounts on an ongoing basis and will conduct account reviews at least quarterly in an effort to ensure the advisory services provided to you are consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

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

We will not provide you with regular written reports in conjunction with account reviews. You will receive trade confirmations, monthly or quarterly statements, and year-end tax statements from your account custodian(s).

If you are a financial planning client, you may receive annual updates from our firm upon request for an additional fee.



## Item 14 Client Referrals and Other Compensation

As discussed previously, all our Advisory Representatives are Registered Representatives of SagePoint. This arrangement requires us to offer you advisory services and programs sponsored or approved by SagePoint. SagePoint sets limits on how much we can charge you for these advisory services. Some advisory programs have higher fee limits than others. As such, there may be an incentive for us to recommend to you advisory services or programs with higher limits. In addition, SagePoint may charge us certain usage fees and expenses to use their advisory programs which may decrease the amount of money we make when offering investment advice to you. Therefore, there may be an incentive to provide you with advisory programs and services that may be cheaper for us to use but not as suitable to your needs as other advisory programs that SagePoint sponsors which may be more expensive for us to use.

In addition, SagePoint offers our Advisory Representatives educational, training and incentive programs for those Advisory Representatives that meet certain sales production goals. There may be an incentive for us to manage your account in ways that assist us in meeting these production goals even if such strategies may not always be suitable for your account.

We receive economic benefits from SagePoint for providing investment advice or other advisory services to you. Through our use of SagePoint, we are entitled to receive economic benefits. As part of our fiduciary duty, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm from a non-client in and of themselves creates a potential conflict of interest and may influence our choice in providing services to your account. This arrangement does not cause our clients to pay any additional transaction fees beyond those that are traditionally charged by our firm and/or other service providers.

Refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

Certain Third Party Advisory Service programs may provide our Advisory Representatives with the opportunity to attend training or education conferences. Such conferences include the payment or reimbursement of travel, meals and lodging expenses for attendees. Payment/reimbursement of expenses is not contingent upon sales targets or contests, but rather on total assets managed on their respective Third Party Advisory Service platforms. We may have an incentive to recommend Third Party Advisory Service programs that provide us with the above referenced opportunities over those that do not.

While our security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented.

We do not compensate any individual or firm for client referrals.



## Item 15 Custody

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

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

## Item 16 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and/or trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Your consent is typically granted and evidenced in the client agreement that you sign with us. Please refer to the "Advisory Business" section in this brochure for more information on our discretionary management services.

In order to meet its FINRA supervisory obligations, SagePoint requires that all investment advisory activities be conducted through SagePoint's clearing relationships with Pershing. As a result, our firm does not have the discretion to choose the broker dealer or commission rates to be paid. However, we believe that Pershing's blend of execution services, commission and transaction costs as well as professionalism will allow us to seek best execution and competitive prices. However, you should be aware that best execution and lower commissions may not necessarily be achieved if recommended transactions are placed through our firm's associated persons in their separate capacities as registered representatives of SagePoint or as independent insurance agents.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

## Item 17 Voting Client Securities

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

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

## Item 18 Financial Information

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1200 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

## Item 19 Requirements for State Registered Investment Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

## Item 20 Additional Information

### **Your Privacy**

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

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

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

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

### **Business Continuity**

Our firm's Business Continuity Plan is available to you when you engage our firm for advisory services or in advance at your request.

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. Generally, If a trade error results in a profit, the trade error will be corrected in the trade error account of the executing broker-dealer and you will not keep the profit.

**Class Action Lawsuits**

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