



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

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**March 25, 2021**

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

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

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

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

## **Item 2 Material Changes**

This Item will reflect material amendments to this Brochure since the last annual amendment.

Since the filing of our last annual updating amendment, dated March 27, 2020 we have no material changes to report.

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## Item 4 Advisory Business

### DESCRIPTION OF FIRM & SERVICES

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

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

### OVERVIEW OF SERVICES

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

We have expanded and reorganized the services we currently offer from those we offered before we registered with the SEC. The broadest range of services is available through our main advisory program, the "Safeguard Advisory Services Program" (with Safeguard Platform), which includes access to the advisory services we offer, as well as access to services through third-party investment advisers and third-party investment management programs, described below. The "Safeguard Platform" is an internet-based managed account service that we require in order to provide the services in connection with the Safeguard Advisory Services Program.

New accounts for Clients seeking investment management services are opened through the Safeguard Advisory Services Program with Safeguard Platform, unless the Client specifically declines the Safeguard Platform, in which event discretionary investment management services are available without the Safeguard Platform through the Non-Platform Services ("NP Services"), as described below in Item 4. Through the NP Services, we provide Clients who formerly participated in our non-discretionary Investment Supervisory Services or Selection of Other Advisers programs investment supervisory services on a non-discretionary basis.

Below, we describe the Safeguard Advisory Services Program (with Safeguard Platform), followed by Financial Planning Services and Consulting Services, and then the NP Services. Because the Safeguard Advisory Services Program is available on either a wrap fee basis or on a traditional non-wrap basis, Clients interested in knowing more about the wrap fee program option should review the information provided in our separate Form ADV Part 2A, Appendix 1, Wrap Fee Brochure (the "Wrap Brochure") and contact their Representative for further information, including a copy of the Wrap Brochure.

**Please Note:** The terms of each Client's Advisory Agreement are negotiable; therefore, the following information is necessarily general and does not address the specific details applicable to each Client. Clients should refer to their individual Advisory Agreement for specific terms that apply to them.

## **Safeguard Advisory Services Program**

The Safeguard Advisory Services Program is a discretionary investment management program pursuant to which one or more of our investment adviser representatives serving Client's account (all the "Representative") shall serve as portfolio manager on our behalf with respect to the assets Client deposits, transfers or delivers to one or more of the qualified custodians approved by us (such custodians referred to collectively as the "Custodian"), together with the income, gains, and additions thereto (all the "Managed Assets") to be maintained in accounts in Client's name (collectively the "Managed Accounts"); provided, from time to time Client may identify accounts or assets as "Excluded Assets or Excluded Accounts," that shall be deemed to be excluded from this Agreement and we shall have no responsibility for providing advice or other services whatsoever with respect to any of such assets or accounts.

The Safeguard Advisory Services Program is a discretionary investment management program pursuant to which one or more of our investment adviser representatives serving Client's account (all the "Representative") shall serve as portfolio manager, on our behalf, with respect to the assets Client deposits, transfers or delivers, to one or more of the qualified custodians approved by us (such custodians referred to collectively as the "Custodian"), together with the income, gains, and additions thereto (all the "Managed Assets"), to be maintained in accounts in Client's name (collectively the "Managed Accounts"); provided, from time to time Client may identify accounts or assets as "Excluded Assets or Excluded Accounts," that shall be deemed to be excluded from this Agreement and we shall have no responsibility for providing advice or other services whatsoever with respect to any of such assets or accounts.

### **Account Profile**

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

### **Portfolio Management & Authority**

Client acknowledges that SIAG (through the Representative) shall provide continuous and regular management or supervisory services with respect to the Managed Assets, on a fully discretionary basis, which shall include the investment and reinvestment of the Managed Assets without consulting Client in advance. Client appoints SIAG (and Representative, on SIAG's behalf) as Client's attorney-in-fact and grants SIAG (and Representative, on SIAG's behalf) limited power-of-attorney with discretionary investment authority over the Managed Assets and Managed Accounts to buy, sell, exchange, redeem, and otherwise effect investment transactions without consulting Client in advance. SIAG (and Representative, on SIAG's behalf) are authorized to buy, sell, and trade in all manner of stocks, bonds, mutual funds, money market funds, treasury securities, index funds, exchange-traded securities, and other securities, instruments, and contracts relating to the same, for cash or on margin (but only if a separate written margin authorization has been signed by Client); to sell or otherwise liquidate assets to raise cash to make investments or pay fees or expenses (even if such sales will be taxable); to invest in short-term money-market instruments or other cash management investments when we deem necessary; and to give instructions in furtherance of such authority to brokers or dealers (collectively, "Broker-Dealer") and to each Custodian. During any period when the Managed Assets are managed by a Subadviser or third-party Manager (as such terms are defined below), Representative shall monitor the Managed Assets allocated to such Subadviser or third-party Manager to determine whether to exercise the authority Client grants to SIAG to hire and fire, add, terminate,

replace, and reallocate assets among each and every Subadviser and Manager, when, in our sole discretion, we believe such action is in the best interests of the Managed Assets or a Managed Account.

### **Non Discretionary Accounts**

We accept Safeguard Advisory Services Program accounts on a non-discretionary basis such that we must obtain Client consent before we effect investment transactions, as and when we deem appropriate, subject to such conditions and on such terms, as we shall determine appropriate, in our sole discretion, within our sole judgment and discretion, which may vary from Client to Client.

### **Subadvisers**

Client authorizes us (and Representative, on our behalf) to designate, in our discretion, one or more independent investment managers (each a "Subadviser") approved by us from time to time, that we may appoint as our subadviser, without first consulting with Client and without Client's prior consent, with full discretionary investment authority to manage the Managed Assets allocated to such Subadviser, with limited power-of-attorney and trading authority to buy, sell, and trade in securities, instruments, and contracts, on and for the Managed Account, in accordance with Client's stated investment objectives and Suitability Information, with authority to give instructions in furtherance of such appointment to Broker-Dealers and Custodians.

Each Subadviser shall have, unless we otherwise restrict it, authority to appoint additional Subadviser with discretionary investment authority to manage, and limited power-of-attorney and trading authority to buy, sell, and trade in, the Managed Assets allocated to them, in accordance with Client's stated investment objectives with respect to such Managed Assets, and Suitability Information, with authority to give instructions in furtherance of such trading authority to Broker-Dealers and Custodians. The arrangements with each such Subadviser will be governed solely by this Agreement; Client will not have any direct agreement with any Subadviser. The Advisory Fees charged by each Subadviser are included in the Advisory Fees shown on the Fee Disclosure Form, or will be shown in a subsequent written notice we provide you at least 30 days' in advance of assessing any additional Advisory Fees for the cost of fees for Subadvisers that are not reflected in the amount of Advisory Fees shown on the Fee Disclosure Form.

### **Third-Party Programs**

From time to time we may approve one or more investment management program(s) (each a "Third-Party Program") sponsored by a third-party investment firm (each a "Sponsor"), through which a portion of the Managed Assets can be allocated to one or more investment managers (each a "Manager") approved by the Sponsor of that Third-Party Program. A qualified custodian designated by the Sponsor (such custodian is included in the term "Custodian" in this Agreement) will maintain the Managed Assets in one or more accounts (each included in the term "Managed Account" under this Agreement). In a Third-Party Program, Client's relationship with us will continue to be governed by and subject to this Agreement; however, Client's relationship with respect to the Sponsor and each Manager may be governed by and subject to the terms of a separate agreement (the "Third-Party Program Agreement") between Client, the Sponsor, and in some programs, the Manager(s).

### **Authority Regarding Subadvisers, Managers and Third-Party Programs**

Client authorizes us to "hire and fire," add, terminate, replace, and reallocate assets among each and every Subadviser and Manager, when, in our sole discretion, we believe such action is in the best interests of the Managed Assets or a Managed Account. We will monitor and review Managed Assets allocated to each Subadviser or Manager to determine whether to exercise the authority Client grants to us. Clients interested in a Subadviser or Manager or Third-Party Program will receive the details of a specific Subadviser or Manager or program from the Representative once the Client's needs and objectives have been identified. Client authorizes the Custodian maintaining Managed Assets

managed by a Subadviser or Manager or through a Third-Party Program to send copies of account statements and confirmations of transactions to us and the Representative, along with indication that statements have been sent to Client, and to permit us and the Representative to view electronically and download account information. Client grants us unrestricted access to such account information.

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

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

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

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

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

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



**Disclosure of Conflicts of Interest**

Clients should be aware that a conflict exists as a result of the compensation the firm and its Representative may earn from recommendations of insurance, investment, and advisory products to Client in connection with the financial plans developed for Clients, and the recommendations for the sale of such products and services that, if accepted by the Client, will create additional compensation that is separate and apart from the advisory fees that Safeguard Investment Advisory Group earns from the advisory services provided to its advisory Clients. Advisory fees are not reduced or offset by any additional compensation earned by Safeguard or its Representatives from the sale of any insurance or investment product or service to Client.

Client is under no obligation to act upon any recommendations by Safeguard Investment Advisory Group, LLC or any of its Representatives with respect to the purchase of any insurance or investment product or service, and if the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transactions through Safeguard Investment Advisory Group, LLC. Such recommendations may be implemented through an insurance agent or other financial intermediary of the Client's own choosing who may provide products or services at lower cost. However, Client would not receive Safeguard's or the Representative's advice with respect to the selection or implementation of such products or services.

While Safeguard endeavors to offer Clients its specialized services at reasonable costs, the fees charged by other advisers for comparable services may be lower than the fees charged by Safeguard Investment Advisory Group, LLC.

**NON-PLATFORM SERVICES**

Through the NP Services, the Representative will serve as portfolio manager of Client's Managed Account and Managed Assets, and will be responsible for developing and maintaining a diversified portfolio (the "Portfolio") consistent with the Suitability Information, and providing continuous and regular Investment Management Services with respect to the Managed Assets. Representative shall be responsible for: placing orders for the purchase, sale, exchange, and redemption of the Managed Assets; and modifying, adjusting, and rebalancing the Portfolio in a manner intended to achieve the Managed Account's investment objective, on a fully discretionary basis, without obtaining Client's prior consent, subject to any reasonable investment restrictions Client imposes. The SEI Asset Allocation Portfolios (the "SEI Portfolios") may serve as an investment for the Managed Assets participating in the Investment Management Services through the NP Services.

SEI Investments Management Corporation ("SIMC"), an SEC-registered investment adviser, creates model portfolios comprised of SEI proprietary mutual funds ("SEI Funds") allocated to achieve a target allocation of varying percentages of key asset classes according to SEI's asset allocation strategy (the "SEI Asset Allocation Portfolios" or "SEI Portfolios"). SIMC periodically adjusts the target allocations of the SEI Funds in an SEI Portfolio, and from time to time, will add or subtract SEI Funds from an SEI Portfolio. SIMC is also responsible for creating new SEI Portfolios that are intended to achieve particular investment goals. The SEI Portfolios is the only Third-Party Program available to accounts that do not participate in the Safeguard Platform.

The Representative will work with the Client to analyze the Client's Suitability Information to identify an appropriate SEI Portfolio that is suitable for investment of the Managed Assets. SEI Trust will serve as Custodian for the Managed Account. The Representative will continue to monitor the Managed Assets allocated to the SEI Portfolio to determine whether to exercise the authority Client grants to SIAG to hire and fire, replace, and reallocate the Managed Assets from the SEI Portfolio. Clients are not permitted to impose restrictions on investing in certain securities or types of securities within an SEI Portfolio.



For the discretionary accounts, SIAG and Representative shall have the authority and discretion without notice to change or modify any investment style or strategy, to change or modify the underlying investment models or investment allocations of any Managed Account, and to modify the Portfolio designated for the Managed Assets (if any) or Managed Account. For any non-discretionary accounts, SIAG and the Representative shall recommend to Client, as appropriate, and implement as approved by Client, changes or modifications of the investment style or strategy, changes or modifications to the underlying investment models or investment allocations of the Managed Account, and modifications of any model portfolio used for the Managed Assets.

For Clients of our prior non-discretionary Investment Supervisory Services or Selection of Other Advisers Program, the Representative will provide through the NP Services non-discretionary investment supervisory services that shall be substantially similar to the Investment Management Services, except on a non-discretionary basis, and for no higher fee than the Client was previously paying (until such time as we notify such Client of a fee increase or termination of this continuation of the legacy arrangement).

## **WRAP FEE PROGRAMS**

Certain of the services available through the Safeguard Advisory Services Program are available on either a wrap fee basis or non-wrap basis in which brokerage commissions and/or transaction fees are separately charged by the qualified custodian per transaction. If you choose to receive services on a non-wrap fee basis, you pay separate commissions or ticket charges for the execution of investment transactions for your account which compensate the broker and custodian for their services. These charges are in addition to the Advisory Fees that you pay us for investment advice.

By contrast, if you choose a wrap fee arrangement, you will pay fees based on a percentage of the value of the Managed Account assets under management, but you will not pay the separate commissions or ticket charges for the execution of transactions in the Managed Account. All investment advisers, broker-dealers, and the Custodian will share the asset-based fee you pay. The fee rate is higher under a wrap fee program because the fee must cover not only the advisory firm services, but also the brokerage services.

The Representative will explain the programs and services that are available on a wrap fee basis and the costs for those services, as compared to the costs if charged on a traditional fee plus transaction charge basis. You will also receive the **Safeguard Wrap Fee Brochure**, which provides further information about the differences. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Wrap fee accounts are typically more appropriate for actively managed accounts to take advantage of the transaction charges that the account is paying as part of its fees; conversely, an account that seeks a buy-and-hold strategy is an unlikely candidate for a wrap fee arrangement. We take these factors into account in determining our trading strategies, which also influences the nature of the securities we emphasize in the different types of accounts.

When provided on a wrap fee basis, transactions for a Client's account must be executed by one of the wrap program brokers, TD Ameritrade, Inc., through its Institutional Platform ("TD Ameritrade"), or Fidelity Institutional Wealth Services or its affiliate, National Financial Services, LLC (collectively "Fidelity"). TD Ameritrade and Fidelity are members of FINRA/SIPC/NFA. To compare the cost of the wrap program with non-wrap program portfolio management services, you should consider the frequency of trading activity associated with the investment strategies, the costs of brokerage

commissions and other transaction-related costs, and the advisory fees charged by investment advisers. You should also consider whether (and the extent to which) the same or similar investment managers, strategies, and mutual funds or share classes are available outside a wrap program as compared to within the program; at times, it may be difficult to duplicate these factors outside the program.

Clients who participate in (or who would like information about participating in) a wrap fee program will receive our separate Safeguard Wrap Fee Brochure upon request of one of our Representatives, or by contacting us at the contact information on the front of this Brochure.

## **TYPES OF INVESTMENTS**

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

## **ASSETS UNDER MANAGEMENT**

As of February 10, 2021, we provide continuous management services for \$303,440,107 in client assets. Of these assets, \$235,606,212 are on a discretionary basis, and \$67,833,895 are on a non-discretionary basis.

## **Item 5 Fees and Compensation**

### **ADVISORY FEES**

#### **Safeguard Advisory Services Program (Wrap Fee Program)**

Fees for Safeguard Advisory Services Program charges the Client one fee which consist of the fee charged by the program which can range from .00 to .75% depending on the selection of third-party Model Provider(s) and the fee charged by SIAG. The Platform Provider may impose a **minimum platform fee of \$100.00 per account, annually**. If such a minimum platform fee is imposed on your account, **the fee will be passed on to you. Clients typically pay 1.45%**. The Advisory Fees charged in any calendar month will not exceed the amount determined by an Advisory Fee rate agreed upon in the client contract. Fees are calculated monthly in arrears based on the average daily balance in the account at the end of the month.

Client's actual Advisory Fee Rate will be stated in the Client's Advisory Agreement. Additional descriptions of Subadviser's and Manager's services and fees, are located in their respective general and wrap fee brochures, which will be provided to Clients, as appropriate.

Any unearned, prepaid fees will be promptly refunded upon termination of the Advisory Agreement. If services are terminated at any time other than the last business day of the month, fees for the final billing period will be determined on a pro rata basis through the date the Advisory Agreement terminates, according to the terms of the Advisory Agreement.

No portion of the Advisory Fees will be based on capital gains or capital appreciation of the Managed Assets. Advisory Fees are determined by the Representative and the firm based on the services to be provided, investment strategy, portfolio securities, type of account, complexity of the Client's situation, composition of the Managed Account (i.e., equities versus mutual funds), total amount of assets under management for the Client and potential for additional assets, relationship of Client with the Representative, and Model Managers chosen, among other key factors. Because of this wide range of factors and the available range of services, Advisory Fees will be negotiated on a Client-by-Client basis.

There may be other managed account or third-party management programs not recommended by our firm that may be suitable for Client and less costly than programs we recommend. We do not guarantee that Client's financial goals or objectives will be achieved through the services we provide. Further, we do not guarantee any minimum (or maximum) level of performance for the Managed Account(s).

#### **Disclosure Regarding AE Wealth Management, LLC, and Sawtooth Solutions, LLC**

SIAG has engaged AE Wealth Management, LLC ("AEWM"), an SEC-registered investment adviser, as a Subadviser, as described in Item 4, and also to provide administrative and support services to SIAG in support of its Safeguard Advisory Services Program. SIAG has engaged Sawtooth Solutions, LLC ("Sawtooth Solutions"), also an SEC-registered investment adviser, to provide the "Platform Provider" services described below, and also to provide SIAG and its Representatives use of its managed account platform.

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

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

Platform Provider's services are offered on a non-wrap fee basis and on a wrap fee program. If you choose the non-wrap fee basis, the Custodian will charge a separate commission, ticket charge or fee for executing a securities transaction in addition to our Advisory Fees, and the fees of any Model Managers. If you choose the wrap fee program, you will only pay fees based on assets under management and you will not pay a separate commission, ticket charge or custodial fee for the execution of transactions in your account.

In addition to the fees described above, you may incur certain charges imposed by third parties, other than a Manager or Platform Provider, in connection with investments made through your account, including, but not limited to, costs for **Model Providers** and **Model Managers**, ETF sales loads, internal management fees of ETFs and mutual funds, sales charges and management fees for alternative investments, mutual fund sales loads, periodic mutual fund fees (e.g. 12b-1 trails) and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. A description of these fees and expenses are available in each investment company security's prospectus.

You should be aware that there may be other third-party managed programs not recommended by SIAG or Representative that would be suitable for you and less costly than arrangements recommended by our firm. No guarantees can be made that your financial goals or objectives will be achieved through the Sawtooth Solutions managed account program. No guarantees of performance can ever be offered by our firm. There is no assurance that Sawtooth Solutions will continue to provide services as Platform Provider, or if such services do continue, that they will be provided on the same terms and conditions as currently provided. SIAG reserves the right to remove, substitute, or cease using a Platform Provider, in its sole discretion, without notice to Client.

### **Third-Party Programs**

If you allocate a portion of the Managed Assets to a Third-Party Program, you agree to pay our Advisory Fees with respect to such Managed Assets (referred to as "Third-Party Program Assets") and the charges imposed by the Sponsor, Third-Party Manager(s), and other unaffiliated third parties in connection with such program, including, but not limited to, the "Third-Party Advisory Fees." The Third-Party Advisory Fee includes the amount of advisory fees payable to the Third-Party Manager(s) of the Third-Party Program, plus any platform fees charged by the Sponsor. Clients may also incur indirect expenses, such as investment or brokerage costs, and internal investment expenses, custodial fees, brokerage commissions, transaction fees, charges imposed by a mutual fund or ETF, certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Your Third-Party Agreement will govern the amount, basis for calculating, and other terms applicable to Third-Party Advisory Fees.

## **ADDITIONAL FEES & EXPENSES**

Clients in traditional non-wrap fee arrangements will incur the following transaction-related fees or charges in connection with the transactions in their accounts; the Advisory Fees payable to SIAG are separate and distinct from these fees imposed by third parties in connection with investments made through the Client's account. Clients are responsible for the payment of all such third party fees, which include:

- Brokerage and Investment Expenses
- Investment Company Expenses
- Custodial Expenses

### **Brokerage and Investment Expenses**

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

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

- per-trade principal mark-up/downs, and other transaction-related costs paid to brokers, stock exchanges, electronic communications networks, and other trading intermediaries executing account transactions; and
- odd lot charges, transfer and other taxes, floor brokerage fees, service, handling, delivery, and mailing fees, electronic wire transfer fees, currency exchange fees, margin interest, and other

expenses related to investments made or assets held for Client's account.

### **Investment Company Expenses**

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

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

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

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

When we deem it suitable for an account, we may use ETFs to achieve market exposure consistent with the index on which the ETF is based. Investment returns and principal value will fluctuate so that an account's ETF shares, when sold, may be worth more or less than the original cost. Mutual funds may also impose a contingent deferred sales charge ("CDSC") or short-term trading fee if shares are redeemed within a short time period, usually within 30, 60 or 90 days from the date of purchase. The CDSC or redemption fee is generally one percent.

### **Custodial Expenses**

Clients must pay the cost of services provided by their Custodian for: (1) arranging for the receipt and delivery of securities that are purchased, sold, borrowed or loaned for the account; (2) making and receiving payments with respect to account transactions and securities; (3) maintaining custody of account securities; and (4) maintaining custody of cash, receiving dividends, and processing exchanges, distributions, and rights accruing to the Client's account. The Custodian may be compensated through commissions or other transaction-based fees for securities transactions executed through the Custodian (or its affiliates) or by asset-based or wrap fees for investments settled into the Custodian's accounts, or both. The specific fees and terms of each Custodian's services are described in the Client's separate Custodial Agreement.



## **Changes in Fee Calculation and Billing Procedures**

From time to time we will be party to arrangements or in programs with one or more billing service providers (which may be a Custodian, Sponsor, Third-Party Manager, their affiliate, or a third-party service provider) as fee and billing service provider for the Advisory Fees or other fees payable to us, Subadvisers, or Third-Party Managers. We intend to work with the billing service provider, to the extent we believe reasonable, to coordinate our fee billing, fee calculation, and fee collection procedures so that they are consistent with the procedures used by the billing service provider, which may be different than provided in this paragraph 2 in order to improve the efficiency of billing and collection of Advisory Fees. Consequently, in our discretion, we may authorize the billing service provider to change the billing and valuation periods and assumptions for calculating Advisory Fees from those described in this Brochure and the Client's Advisory Agreement, as we determine reasonable and appropriate. Client will agree in the Advisory Agreement the billing service provider may implement changes beginning as of the first calendar month that is at least 30 days after notice is sent to Client of such changes. Client agrees that each Custodian (and, if available, each billing service provider) may, in its discretion, make inflow and outflow adjustments to the value of the Managed Account during each billing period by amounts greater than a threshold dollar value it has established, and the ending account value of the Managed Account after such adjustments as of the end of such billing period shall be used as the basis for calculating the Advisory Fees.

## **FINANCIAL PLANNING FEES**

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

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

## **NON-PLATFORM SERVICES**

### **NP Services**

Advisory Fees for the NP Services fees are based on the closing market value of the Managed Account(s) on the last day of quarter and billed in arrears, based on the following rates.

<b>Total Assets Under Management</b>	<b>Max. Advisory Fee Rate</b>
<b>\$100,000 - \$250,000</b>	<b>2.00%</b>
<b>\$250,001 - \$500,000</b>	<b>1.75%</b>
<b>\$500,001 - \$1,000,000</b>	<b>1.50%</b>
<b>Above \$1,000,000</b>	<b>1.00%</b>

These fees are negotiable at the firm's sole discretion and the final fee will be disclosed in the Advisory Agreement. SIAG's advisory fees will be deducted from the Client's custodial account. The amount of the Advisory Fee deducted by the custodian will be reflected on the custodian's regular statements to

the Client. Clients are encouraged to review each statement and the Advisory Fee assessed. In SIAG's discretion, Clients may have SIAG directly invoice for advisory services. In such limited circumstances, invoices are payable upon receipt.

## **ADDITIONAL DISCLOSURES**

### **Wrap Fee Programs**

The Safeguard Advisory Services Program offers services on a "wrap fee" basis. Clients who choose to pay on a non-wrap basis (also referred to as a "traditional" basis) will pay the Advisory Fees for advisory services provided by SIAG (and any Subadvisers and Managers), and will pay separately the brokerage commissions or similar transaction-related charges for the securities transactions in the Managed Account, plus any other fees and expenses described in Item 5.

A Client could choose to participate on a wrap fee basis, instead of a traditional basis. In a wrap fee program, the Client is not charged directly for transactions in the Managed Account (although anticipated trading costs have been indirectly accounted for by increasing the overall fee rate the Client pays to cover the anticipated out-of-pocket costs for trading expenses). Client may be charged one or more fees that, in the aggregate (collectively, the "wrap fee") cover the costs of the advisory services provided by SIAG and any Subadvisers, Managers, and other investment advisers providing investment advice for the Managed Account (including without limitation, the Platform Provider, Model Providers, and Model Managers), and the costs of executing transactions for the Managed Account. The wrap fee is calculated as a percentage of the value of the Managed Account, based on the average daily balance of the Managed Account during the billing period or part thereof the Agreement is in effect. Refer to Item 4 for additional discussion of wrap fee programs.

### **Evaluate All Costs of Our Programs**

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

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

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

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

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

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



## OTHER COMPENSATION

SIAG may execute agreements with other investment advisers and recommend other advisers' services to Clients. In such instances, SIAG may receive a portion of the adviser's services fee. Clients should be aware that the receipt of additional compensation by SIAG and its management persons or employees creates a conflict of interest that may impair the objectivity of the Firm and these individuals when making advisory recommendations. SIAG assures its Clients that it endeavors, at all times, to put the interest of its Clients first, as part of its fiduciary duty as a registered investment adviser. We will disclose to the Client the existence of all material conflicts of interest, including the potential for SIAG or its employees to earn compensation from the referral of Clients to other registered investment advisers.

## TERM & TERMINATION

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

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

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

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

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

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

## Item 7 Types of Clients

### A. Types of Clients

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

## B. Conditions for Account Management

SIAG requires a minimum of \$100,000.00 to open or maintain an account. The minimum requirement may be waived at the firm's sole discretion. Additionally, SIAG may, in its discretion, aggregate household accounts to meet the minimum requirements or fee percentage breakpoints. Third-party managers may impose different minimum requirements, or impose a minimum fee. The Client will be informed prior to becoming obligated to any higher requirements. The Platform Provider may impose a **minimum platform fee of \$100.00 per account, annually**. If the minimum platform fee is imposed on your account, it will be charged to you. The SEI Portfolios impose a minimum Quarterly Fee of \$15 per quarter per Account that is valued less than \$50,000.

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

### A. Methods of Analysis

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

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

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

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

### B. Investment Strategies

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

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

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

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

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

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

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

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by SIAG) will be profitable or equal any specific performance level(s).

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

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

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

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

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

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

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

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

## **D. Recommendation of Specific Types of Securities**

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

## **Item 9 Disciplinary Information**

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

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

### **Financial Industry Activities**

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

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

### **Other Material Relationships**

Reid Abedeen, Ricky Rivera, Andre Anabel, Dan Carter and Edward A. Sota is each a licensed insurance agent in the state of California. In their individual capacities as a licensed insurance agent they may recommend the purchase of certain insurance-related products on a commission basis. From time to time, they will offer Clients advice or products from those activities.

Clients can engage these individuals to effect insurance transactions on a commission basis. The recommendation by a Principal that a Client purchase an insurance commission product presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular Client's need. No Client is under any obligation to purchase any commission products from any Principal. Clients are reminded that they may purchase insurance products recommended by SIAG through other, non-affiliated insurance agents.

Clients should be aware that these services pay the selling agent a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. SIAG always acts in the best interest of the Client; including the sale of commissionable products to advisory Clients. Clients are under no obligation to implement any financial plan through a representative of SIAG in their capacity as an insurance agent.

### **Other Investment Advisers**

SIAG may execute agreements with other investment advisers and recommend other advisors' services to Clients. The selected unaffiliated investment advisers will act as third-party money managers. In such instances, SIAG may receive a portion of the adviser's services fee.

SIAG refers Clients to SEI. In the SEI Portfolios, the compensation to SEI is paid through the internal fees and expenses of the SEI proprietary mutual funds that comprise the SEI Portfolios; SEI does not share any of such compensation with SIAG nor does it refer Clients to SIAG. There is no sharing of fees between SEI and SIAG.

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

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

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

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

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

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

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

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

### **C. Proprietary/ Simultaneous Trading**

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

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

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

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

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



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

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

## **Item 12 Brokerage Practices**

### **Selection and Recommendation**

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

Clients who participate in the Safeguard Advisory Services Program (with Safeguard Platform) or any other service provided by AEWM or Sawtooth Solutions are required to establish and maintain the Managed Account (and each related brokerage account) with TD Ameritrade through their Institutional Platform or with Fidelity Institutional Wealth Services and/or its affiliate, National Financial Services LLC (collectively "Fidelity"). TD Ameritrade and Fidelity are members of FINRA/SIPC/NFA. TD Ameritrade and Fidelity are independent and unaffiliated registered broker-dealers and are recommended by SIAG and AEWM to maintain custody of Client assets and to effect trades for their accounts. If a Client does not wish to open and maintain the Managed Account with TD Ameritrade or Fidelity, SIAG will generally decline to accept Client's assets for the Safeguard Advisory Services Program; provided, SIAG reserves the discretion to agree to accept another Custodian acceptable to it in its sole discretion. SIAG may still provide such Clients Financial Planning Services or Consulting Services, or for the Non-Platform Services (limited to services that can be provided without use of TD Ameritrade or Fidelity, such as the SEI Asset Allocation Portfolios.

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



**Best Execution**

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

SIAG participates in the institutional manager programs established by Fidelity and TD Ameritrade (collectively, the "Custodian"). The Custodian offers to independent investment advisers services which include custody of securities, trade execution, clearance and settlement of transactions. SIAG receives some benefits from each Custodian through participation in their respective Institutional Programs. (Please see the disclosure under Item 14).

**How SIAG Selects Brokers/Custodians**

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

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

**Products and Services Available from Custodian**

SIAG participates in each of the institutional adviser programs (the "Institutional Programs") offered separately by TD Ameritrade and Fidelity (the "Custodians"). TD Ameritrade and Fidelity each offer to independent investment advisers services that include custody of securities, trade execution, clearance and settlement of transactions. SIAG receives some benefits from TD Ameritrade and Fidelity through its participation in the Institutional Programs.

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

### **Services that Benefit Clients**

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

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

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

- provide access to Client account data (such as duplicate trade confirmations and account statements);
- facilitate trade execution, including access to a trading desk serving SIAG's Clients;
- access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the aggregated trade orders to multiple Client accounts);
- provide pricing and other market data;
- facilitate deduction of Advisory Fees directly from Clients' accounts;

- access to an electronic communications network for Client order entry and account information;
- assist with back-office functions, recordkeeping and Client reporting.

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

TD Ameritrade and Fidelity also offer other services intended to help SIAG manage and further develop its business enterprise, including:

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

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

### **Brokerage Services Do Not Benefit Specific Accounts**

SIAG does not attempt to put a dollar value on the useful benefits and services each account receives from TD Ameritrade and Fidelity, nor does it attempt to allocate or use the economic benefits and services received from TD Ameritrade and Fidelity for the benefit of the accounts maintained with TD Ameritrade or Fidelity, or attempt to use any particular item to service all accounts. Some of the products and services made available by TD Ameritrade and Fidelity may benefit SIAG but may not benefit all or any of SIAG's Client accounts. The benefits and services SIAG receives from TD Ameritrade and Fidelity are used to help SIAG to fulfill its overall Client obligations.

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

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

## **Soft Dollars**

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

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

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

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

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

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

## **Directed Brokerage Arrangements**

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

## **Order Aggregation**

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

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

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

## **Special Note Regarding Third Party Money Managers**

Some of SIAG's investment advisory services involve advising Clients with respect to choosing third party money managers, such as SEI, to manage their account portfolios. Due to the nature of these consulting agreements, order aggregation is not applicable.

## **Trade Error Policy**

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



## **Item 13 Review of Accounts**

### **A. Periodic Reviews**

Accounts are reviewed regularly by the Representative assigned to the account, and at least annually by a senior manager of SIAG. The accounts are reviewed at least quarterly by the Representative to evaluate consistency of the account with current investment objectives, and at least annually by the Senior Manager for consistency with target allocation and weighting according to the Portfolio designated for the account.

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

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

### **B. Intermittent Review Factors**

Intermittent reviews may be triggered by substantial market fluctuation, economic or political events, or by changes in your financial status (such as retirement, termination of employment, relocation, or inheritance).

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

### **C. Client Statements and Reports**

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

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

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

### **A. Economic Benefits for Client Referrals**

As discussed in Item 10, we receive the use and benefit of the investment-related tools and research provided as a result of business arrangement with AEWM and Sawtooth Solutions with respect to their managed account programs and services. These tools and research are not available to retail Clients

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

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

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

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

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

## **Item 15 Custody**

### **A. Custodian of Assets**

Custody means holding, directly or indirectly, Client funds or securities, or having any authority to obtain possession of them. SIAG does not take physical possession of Client funds or securities under any circumstances. Client's funds and securities are held by the Custodian(s). Please refer to Item 12 for our information regarding our Brokerage Practices.



## **B. Account Statements**

Although we are your advisor, your statements will be mailed by the account Custodian. When you receive these statements, please review them carefully. Please compare asset values, holdings, and fees to the account statement issued for the previous period.

## **Item 16 Investment Discretion**

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

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

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

Generally, in the Safeguard Advisory Services Program, we require Clients grant us full authority and discretion, on the Client's behalf and at the Client's risk to buy, sell, exchange, redeem, and retain investments, and exercise such other powers as we deem appropriate to manage the Managed Account(s). We have full discretion to: open, close, and modify Portfolios; adjust or change the investment allocations of a Portfolio, the asset classes that comprise a Portfolio, the percentage of Portfolio allocated to each asset class, and the mutual funds or other securities comprising any asset class. We generally require Clients to grant us full authority and discretion to remove, replace, and add all Managers (whether in a Third-Party Program or otherwise) that manage or provide research, or model portfolios, or are used in creating, allocating, reallocating, or managing a Client's account.

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

We may, in our sole discretion, agree to accept accounts that will be managed on a non-discretionary basis, on terms we will negotiate separately with the Client. Clients should be aware that because we must obtain Client consent prior to placing trades for non-discretionary account, this will usually result in trades for the account being entered after trades have been executed for our discretionary accounts. This will cause orders for the non-discretionary accounts to be filled later (and potentially, at less advantageous prices), or not to be filled on the same day as orders for discretionary accounts. Orders for non-discretionary accounts will typically not be included in block orders with discretionary accounts,

and these accounts will not receive the benefits of sharing execution costs or using an average price account, as used with orders for discretionary accounts. Consequently, the transaction costs, the quality of execution, and overall performance of non-discretionary accounts may be less favorable, as compared to discretionary accounts.

## **Item 17 Voting Client Securities**

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

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

## **Item 18 Financial Information**

### **A. Balance Sheet Requirement**

SIAG is not the qualified custodian of Client funds or securities, does not have custody of Client funds or securities, and does not require prepayment of fees of more than \$1,200 per Client, six (6) months or more in advance.

### **B. Financial Condition**

The Firm does not have any financial impairments to preclude it from meeting its client commitments.

### **C. Bankruptcy Petition**

Neither the Firm, nor its management has been the subject of a bankruptcy petition at any time during the last 10 years.

## SAFEGUARD INVESTMENT ADVISORY GROUP

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

### *Notice of Privacy Policies*

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

#### *Personal Information We Collect*

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

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

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

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

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

### *Other Disclosures*

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

### *Safeguards to Protect Your Personal Information*

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

### *Client Notifications*

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

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