



Part 2A OF FORM ADV: ***FIRM BROCHURE***

1024 E Grand River Ave Brighton MI 48116

Office: 1-844-944-1044

Fax: 1-248-828-3456

www.guardianpointepwm.com

Brochure Updated:

March 2022

This firm brochure provides information about the qualifications and business practices of Guardian Pointe Private Wealth Management, LLC also referred to as “Guardian Pointe”, “GPPWM”, “GP, and “Firm””. If you have any questions about the contents of this brochure, please contact us at 1-844-944-1044 or by email to info@guardianpointepwm.com

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Using the term “Registered Investment Advisor” does not imply a certain level of skill or training.

Additional information about Guardian Pointe also is available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our Firm's CRD number is 284460.

Item 2 - Material Changes

This brochure was reviewed and updated in March of 2022 and serves as an update to the previous brochure dated March 12, 2021. At times, we may perform routine checks for grammar, punctuation, etc. and make necessary updates. Additionally, we may make updates within certain sections of this brochure for better clarity. These types of changes would not be considered a material change. Below is the summary of material changes for this release:

- Under Item 5 – Fees and Compensation in Section C. Other Types of Fees and Expenses:
 - An update to the types of fees assessed by the custodian regardless of fee type – (i) a separate fee of \$24 per Mutual Fund for all incoming or transferred in-kind Mutual Fund’s that are needed/required to be liquidated for reallocation, (ii) an account transfer/closing fee of \$125.00 to assist with the completion of the asset transfer process.
 - update to the types of step-out fees the Firm will assess regardless of the fee type: (i) Every account will be assessed a technology fee of \$2.92 per month, (ii) If applicable, when the Client(s) requests held-away asset aggregation, a fee of \$2.50 per month per asset type will be assessed, i.e., linking a 401(k) held-away account. Both of these fees are billed by the Firm separately, quarterly in advance, via custodian.
- In Item 10 - Other Financial Industry Activities and Affiliations under section C. Relationship /Conflicts: Ron Briggs, Jr., will continue to assist with compliance along with his role as the Co-Principal. Jerry Moore has been appointed as the Chief Compliance Officer for Guardian Pointe.

Item 3 - Table of Contents

Item 1 - Cover Page.....	1
Item 2 - Material Changes.....	2
Item 3 - Table of Contents.....	2
Item 4 - Advisory Business.....	3
Item 5 - Fees and Compensation.....	5
Item 6 - Performance Based Fees and Side-By-Side Management.....	11
Item 7 - Types of Clients / Minimum Account Size.....	11
Item 8 - Methods of Analysis, Investment Strategies, and Risk of Loss.....	11
Item 9 - Disciplinary Information.....	13
Item 10 - Other Financial Industry Activities and Affiliations	13
Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	15
Item 12 - Brokerage Practices.....	16
Item 13 - Review of Accounts	17
Item 14 - Client Referrals and Other Compensation	17
Item 15 - Custody.....	17
Item 16 - Investment Discretion	18
Item 17 - Voting Client Securities.....	18
Item 18 - Financial Information.....	18

Item 4 - Advisory Business

A. Advisory Firm

With almost 60 years of combined financial services experience, co-owners Richard A. Kisser and Ronald J. Briggs Jr. launched Guardian Pointe Private Wealth Management, LLC, hereafter referred to as the "Firm", and was approved as a Registered Investment Advisory Firm with the State of Michigan on March 17, 2017 and with the United States Securities and Exchange Commission (SEC) as of July 31, 2017.

Principal Owners

Richard A. Kisser and Ronald J. Briggs Jr. are the Firm's Co-Principal's and each share 50% control of this company.

B. Advisory Services

The Firm offers services that may incorporate any or all of following: 1) Investment Management Services 2) Financial Planning Services 3) Consulting & Advisory Services, also referred to as Assets Under Advisement (AUA), and 4) Retirement Plan Services. Our goal is to offer customized advisory services for a Client or Clients (hereafter referred to as the "Client") based on their needs, goals, objectives, and risk tolerance. These services are provided to the Client by Investment Advisor Representatives, hereafter referred to as the "IAR", of the Firm.

Investment Management Services

Before investing, the IAR will work with the Client to establish their Goals, Objectives, and Risk Tolerance, then applying a customized approach to the Advisory, Financial Planning and Asset Management needs of each Client. The IAR may recommend and help establish the Client accounts, implementing various types of investment products, asset class securities along with fixed insurance products to help achieve their objectives. The Client understands and acknowledges that any restrictions placed on the management of their account imposed by the Client, including restrictions in a category or categories of securities due to social screening or other restrictions, may cause account performance to deviate from the performance of the Client's chosen portfolio. The Client, at any time, can accept or decline any investment recommendations from their IAR. IARs may offer to the general public, educational workshops and seminars on general investment strategies, concepts, and/or retirement planning principles. These seminars are given to assist in educating the general public, fostering greater financial literacy and interest in the services offered by the IAR. Materials, if any, provided during such events are intended to be strictly educational in nature and are not intended as specific individual Investment or financial advice.

Financial Planning Services

The Firm offers the Client various levels of financial planning services to help quantify their long-term financial needs and objectives. The IAR will determine whether or not the Client will incur a fee for this service and disclose the fee prior to the Client entering into a Financial Planning agreement (see below for more details).

The financial planning process is customized to the Client's current overall financial circumstance and their long-term financial needs, goals, objectives, and risk tolerance. Once established, the IAR may design and propose various investment products, concepts, and strategies to help achieve the objectives of the financial plan. The Client is under no obligation to act upon the IAR's recommendations. If the Client chooses to act on any of the recommendations, the Client is under no

obligation to affect any transactions through the Firm. It is ultimately the responsibility of the Client to implement the components of each Financial Plan with or without the IAR at the Client's discretion.

In some cases, the IAR may refer Client to other vetted independent professionals, such as attorneys or accountants, for their non-conflicted expertise. The Firm will work and communicate with such independent professionals with the Client's specific written authorization only.

Once the Client's initial Financial Planning and/or Consulting Services has been completed, the Client may choose to implement "Ongoing Financial Planning Services" for further assistance. The IAR will determine whether or not the Client will incur a fee for this service and disclose the fee prior to the Client entering into an Ongoing Financial Planning Service agreement (see below for more details).

The Client is under no obligation to initiate the Ongoing Financial Planning Services once the initial Financial Plan has been completed.

Consulting & Advisory Services

The Firm offers various types of Consulting & Advisory Services. Certain types of these services may be referred to as Assets Under Advisement ("AUA") for held away assets. By a loose definition, Assets that are considered to be held away are accounts that are not currently or actively managed by a TPIA, IAR, institution, or custodian. The IAR can review, leverage, and aggregated such held away assets as a preferred method of providing strategic advice for the Client, such as assets under management. Such held away assets can include but not limited to self-directed investment, alternative investments, variable insurance products, and retirement plans such as 401(k)s & 403(b) plans, etc. This service can be in conjunction with the Firm's other various advisory services such as asset management services, financial planning, and consulting services. For further details, please refer to the AUA agreement.

Retirement Plan Services

The Firm offers investment management services to various qualified retirement plan services, such as, but not limited to 401(k), 403(b), etc. These types of plans are generally organized by the Plan Sponsor for their Plan Participants. Plan participants are the employees enrolled in the qualified retirement plans and may seek individualized advice independent of their plan sponsor.

The Firm's IARs work closely with Plan Sponsors and Participants, providing advisory services and support for accounts governed by the Employee Retirement Income Security Act of 1974 ("ERISA"). Additionally, the IAR may employ a Third-Party Investment Advisors, herein after referred to as "TPIA", to provide portfolio management services of the plan assets. The Firm, its IAR, and/or the TPIA may partially act or assist the Plan Sponsor in a fiduciary capacity under Section 3(21) or 3(38) of ERISA. For further details, please refer to the Retirement Plan Service agreement.

The Firm does not hold any assets of the plan but rather such assets are held by an independent custodian selected by the Plan Sponsor. The IAR, working with the TPIA for the plan, may provide, but not limited to, the assistance of creating plan guidelines, participant education, asset management services, removal and/or replacement of the plan's investment options, and ongoing support and servicing the plan as directed and agreed to by the Plan Sponsor. These services do not include separately charged fees and expenses for Third-Party Administrative (TPA), Record-Keeping and Custodial services.

C. Investment Account Management

The Firm makes available and the IAR may suggest a variety of investment management services to assist the Client's diverse and specific investment needs. Each Client may utilize tailored portfolios

spanning various strategies and investment products, along with various fee structures - Wrapped, Unwrapped, and Hybrid - to best match the Client's goals, objectives and risk tolerance needs and the services provided by the IAR.

Separately Managed Accounts

Separately Managed Accounts, hereafter known as "SMAs", are made available through TPIAs to the Client within a Wrap Program and/or Unwrapped Fee arrangement. Each SMA offers a unique investment strategy and may be considered for investment based on the Client's specific individual factors. IARs have the ability to access and offer various SMAs made available through the custodians' platform.

Wrap Fee Program

The Firm receives a portion of the fees charged through its wrap fee program called the Guardian Pointe Wrap Fee Program ("GPWFP"). The GPWFP is based on a single fee for investment management oversight, administrative and custodial services, trading fees, ticket charges, advisory services, and TPIA services. If these services were rendered separately, Clients may be able to secure a lower or higher total cost, depending on where the collective and identical services are being rendered. For further details, please refer to the Guardian Pointe Wrap Fee Program Brochure. If you did not, please contact your advisor, email us at info@guardianpointepwm.com, or call us at (844) 944-1044 and request a copy and one will be sent to you.

Unwrapped Fee Arrangement

The Client may authorize their IAR to manage all or a portion of their investment portfolio using an Unwrapped Fee arrangement, also referred to as "IAR Managed". This arrangement typically is managed solely by the IAR and may or may not involve a TPIA but may blend individual securities along with models managed and charged separately by a TPIA. Each Client's IAR may utilize various types of exchange-traded funds (ETFs), common stock, preferred stock, convertible stocks, mutual funds, warrants, rights, corporate, municipal, and government bonds, notes, option strategies and/or derivative strategies, structured notes, alternative investments (Reg D securities), etc. when authorized and in accordance with each Client's goals, objectives, and risk tolerance.

D. Assets Under Management

As of January 2022, there are approximately insert \$30,500,000 in discretionary assets under management and \$0.00 in non-discretionary assets under management.

Item 5 - Fees and Compensation

A. Advisory Fees

The Firm's quarterly asset management and advisory fees are calculated based on the formulas detailed herein and agreed upon in each Client's Investment Management Agreement (IMA), Financial Planning Agreement, Retirement Planning Agreement, and/or Assets Under Advisement (AUA) Agreement.

The Firm maintains various fee structures in order to best accommodate the complexity of work, services, and asset management style of its IARs and/or TPIAs used necessary in a best effort attempt to achieve each individual Client's goals, objective, and risk tolerance. The Fee structure for a Guardian Pointe Wrapped Program using TPIAs, is detailed in the Firm's "Guardian Pointe Wrap Fee Program Brochure". The fee structure for an Unwrapped Fee arrangement is referenced below in section "B. Fee Deduction". In the specific case of a transitioning IAR with their Clients to the Firm, the new IAR may request to maintain the same Client fee structure and billing methods implemented at the previous

firm. The Firm may accommodate this fee structure and billing method for the ease of the Client transition for the balance of current quarter. The billing method will then adjust accordingly to the Firm's billing in advance method as stated above regardless of clients current or new fee type. This will be specifically outlined in the Firm's Investment Management Agreement (IMA) for **Transitioning IARs and their Clients**.

Advisory and Asset Management Fees are calculated as a per annum fee equal to the following applicable percentages of the Client's assets under management, which shall be billed in advance for the quarter and are based on the ending account balance as of the last business day of the prior quarter. This fee billing method will be discussed and determined with the IAR at the time of the Client's engagement and setting up a new account with the Firm.

The IARs reserve the right to negotiate fees with the Client based on the complexity of the Client's advisory and asset management needs and level of service required.

Assets that are added or withdrawn interim quarter, either one time or systematically, will only be subject to a pro rata fee billing debit or credit if the asset amount is equal to or greater than \$10,001.00. Pro-Rata fee adjustments will be made to the Clients account within 30 business days from the transaction date.

B. Fee Deduction

The Client has the option to have the advisory fee deducted directly from their custodial account by the Custodian or billed to the Client and paid from another source directly to the Firm. The fee deduction from the Client's custodial account by the Custodian shall occur within 15 days of the new quarter.

Comparable services vary and lower or higher fees for these services may be available from other sources.

If a Client wishes to dispute a fee amount, the formula used for calculation, or any other issues relating to the Firm's quarterly billing, the Client may do so by contacting their IAR, or calling 1-844-944-1044 and ask for the Client Relations Manager, or email your dispute to info@guardianpointepwm.com. Once the dispute has been confirmed, a manual correction, if necessary, will be made accordingly to the Client's account.

Unwrapped Fee Arrangement

The Firm offers an Unwrapped Fee arrangement which is considered to be IAR managed and may or may not utilize a TPIA. Instead, the IAR manages a portfolio of individual stocks, ETFs, mutual funds, or other investment products on behalf of their Client.

The Firm reserves the right to negotiate fees with the Client. The Client may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and TPIA(s) which can make up their total portfolio. This arrangement may cost the Client more or less than purchasing securities or advisory services separately.

The Unwrapped Fee arrangement may be structured as Tiered, Tapered or as a Fixed Fee. The unwrapped fee structure to be charged to the client(s) will traditionally range from .85% - 1.50% and will be discuss between the Client(s) and the IAR. Further details of this fee structure are located in the Investment Management Agreement which will be signed by the Client(s). The Firm reserves the right to negotiate this fee. Please review the Investment Management Agreement for all the details regarding opening your account(s) and the fees associated thereof.

The Client participating in the Unwrapped Fee arrangement may also incur additional charges such as SRO/SEC fees, trading fees, custodial fees, IRA fees, transactional fees, ETF, and mutual fund expenses for underlying holdings. The Firm is not compensated in any way by these additional fees. These fees are incidental to rendered Advisory services provided by your IAR in this arrangement.

C. Other Types of Fees/Expenses

In addition to the Unwrapped Fee arrangement described herein, the IAR may choose to use a fixed fee structure. This fee may not exceed 3% for all services being provided.

There are certain fees assessed strictly by the Custodian regardless of the fee structure types charged by the Firm such as: for any Client(s) with an account held with TD Ameritrade, an additional \$250.00 annual fee will incur per security when holding any Reg-D, Private Placement, and/or Alternative type securities. An example would be but not limited to a Public Non-Traded REIT. If applicable, a separate fee of \$24 per Mutual Fund for all incoming or transferred in-kind Mutual Fund's that are needed/required to be liquidated for reallocation. If the Client(s) chooses to close their account with the Firm and transfer their account(s) to another custodian, the custodian will charge a transfer/closing fee of \$125.00 to assist with the completion of the asset transfer process. Please, carefully review your contract with your current custodian to better understand these fees and other fees that they may charge for various services. The Firm or the IAR does **not** receive any compensation from these additional Fees. These fees will either be charged directly by the custodian or debited to the Firm, in which case the Firm will bill the client(s) separately for reimbursement.

Additionally, there are certain other types of "Step-Out fees" charged by the Firm regardless of the fee structure type: (i) Every account will be assessed a monthly technology fee of \$2.92, (ii) If applicable, when the Client(s) requests held-away asset aggregation, a fee of \$2.50 per month per asset type will be assessed, i.e., linking a 401(k) held-away account. Both of these fees are billed by the Firm separately, quarterly in advance, via custodian.

The fees mentioned above go into effect starting the July 1st, 2022 (Q3) billing cycle.

Financial Planning Services Fees

The Client may wish to engage their IAR for financial planning services. The Client will compensate the Firm based upon an agreed fee schedule that is on an hourly fee, fixed fee, and/or an ongoing financial planning fee. The fee structure is selected by the Client and is finalized by signing the "Financial Planning Services Agreement".

a) Fixed Fee

Financial Planning Services are offered based on a negotiable fixed fee based on complexity and unique needs for each Client. The IAR will also take into consideration the number of meetings required to complete the plan, along with the Client's request for a number of face-to-face meetings per year with the IAR.

b) Hourly Fee

Financial Planning Services are offered based on an hourly fee negotiated by the IAR with the Client. The number of hours estimated will be based on complexity and unique needs of the Client.

c) Ongoing Financial Planning Services Fees

Once the financial plan is completed, the Client may choose to open and maintain a dynamic encrypted portal to access their financial plan using a selected software program. This is considered to be part of the Ongoing Financial Planning Service that is offered to Client that complete a financial plan. The

Ongoing Financial Planning Services Agreement is based on the complexity, level of ongoing service, changes/updates, other factors, and general ongoing financial planning support/consultation by their IAR. Client will be invoiced on the first business day of each month to maintain this ongoing financial planning service.

For the Client engaging financial planning services, whether a fixed fee or an hourly basis, the initial payment will be based on 50% of the estimated hours required to complete the plan. The final payment will reflect the total amount of hours worked, less the initial payment. The ongoing fee and all the details will be outlined in the Financial Planning Services Agreement along with the payment methods for the Client's financial plan.

Consulting & Advisory Services

The Firm offers a Consulting & Advisory Service which may also be known as and referred to herein as Assets Under Advisement ("AUA") for held away assets.

AUA is defined as those assets under the direction and/or oversight of the IAR. Traditionally held way and/or non-liquid assets may include assets such as but not limited to: Revocable & irrevocable trust assets, brokerage accounts, qualified plans, variable annuities and life Insurance, REITs, Qualified Opportunity Zones (herein known as "QOZs"), Delaware Statutory Trusts (herein known as "DSTs"), Private Placements, Alternatives, investment real estate and other investments not under a current or existing third-party money management arrangement with the IAR. AUA excludes fixed insurance products unless otherwise included at the request of the Client whereby the IAR has not made the recommendation and/or compensation was otherwise received by the IAR for such recommendation.

AUA fees do not include any additional charges for "Separate Third-Party Professional Services" or TPIA. The IAR may be compensated in the following ways, which are determined by the extent, complexity, and overall advisory services agreed to and based upon by the individual Client's comprehensive needs as follows:

Initial Upfront Consulting & Advisory Services Fee: The IAR may request a one-time fee during the initial on-boarding of a new Client. This fee will be a minimum of \$500 and a maximum of \$25,000 and is established and negotiated at the time of the execution of the AUA Agreement. The Fee for *Initial Consulting & Advisory Services* will be billed to the Client immediately and may be paid by check, EFT, credit card, or automatically deducted from the Client's brokerage account(s) by the custodian with the Client's approval. The agreed upon Initial Consulting & Advisory Services Fee will be exclusive and separate of the ongoing Consulting & Advisory fees, if applicable:

The following are various compensation methods for ongoing Consulting & Advisory Services which will be determined and agreed upon by the Client and IAR. The Client and IAR may elect and negotiate one of the following methods per the AUA agreement:

Ongoing Consulting & Advisory Services Fixed Fee: The Firm receives an ongoing fixed fee based on all AUA which may be payable either on a monthly or quarterly basis, in advanced or arrears. The fee and payment schedule will be determined based on, but not limited to; the Clients various needs, time, complexity, service and support the Client requires, as well as the various accounts, asset type(s) and total assets under advisement.

Ongoing Consulting & Advisory Services Tiered Fee: The Firm receives a tiered annual fee based on all Assets under Advisement which may be payable either on a monthly or quarterly basis in advanced or arrears. The fee and payment schedule will be determined based on, but not limited to;

on the Client's various needs, time, complexity, service and support the Client requires, as well as the various accounts, asset type(s) and total asset under advisement.

Total Assets Under Advisement (AUA) Fees: The Fixed or Tiered fee structure to be charged to the client(s) will traditionally range from 1.1% - 1.5% and will be discussed and determined based on a number of factors and services being provided to the client(s). The AUA fee will be discussed and determined between the Client(s) and the IAR. The Firm reserves the right to negotiate this fee. Please review the Firm's Consulting and Advisory Services Agreement for all the details.

The Firm may receive all or part of this fee by a third-party service provider and/or outside source or custodian whereby the Client agrees to, and third-party institution allows for the contractual agreement of such payment directly to the Firm.

Combination of Ongoing AUA and AUM Services: The Client and the IAR may determine that based on the Client's overall services that are needed and what services are made available by the Firm, that the best solution is a combination of Consulting & Advisory Services (AUA) plus Investment Management Services (IMA). The IMA is for assets that can be directly managed by the IAR and/or a TPIA at a custodian which the IAR may recommend. This type of an arrangement would require additional documents outlining the services and advisory fees of the IMA. The fee schedules may differ for the AUA vs AUM as well as the TPIA. The combined agreement may be negotiated with the Client by the IAR to establish the applicable and appropriate fee structure for services required by all parties involved.

One-time aggregated Consulting and Advisory fee: The Client and the IAR may determine that based on various options, notwithstanding the Client's overall services needed, availability, and options made by the Sponsor, and the services made available by the Firm, that the best solution is a one-time aggregated Consulting and Advisory fee. This fee may be negotiated by the Client and IAR and disclosed on the AUA and have the one-time fee distributed by the Intermediary chosen by the Client.

Retirement Plan Fees

The fee for investment advisory services for retirement plans varies based on the amount of assets managed, whether or not the use of a TPIA is included, and/or 3(21) or 3(38) services are requested by the Plan Sponsor. Typically, fees are a fixed percentage of the plan assets under management. The Firm's compensation range is typically 1.18% to 1.48% which include the Advisor, TPIA and 3(38) services. The Firm reserves the right to negotiate this fee.

D. Advanced Fee Payment & Refund Structure

All services offered by the Firm may be modified upon such terms as may be mutually agreed upon with the Client in writing.

Investment Management Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm will not charge an account opening or set up fee but reserves the right to charge an account closing fee of \$100 per account. The TPIA and Custodian typically will also charge an account closing fee as well. Please review the TPIA's ADV and the Custodians website for the specific details.

Once the Client's account has been transferred (closed), the Client will be contacted by the Firm to facilitate a pro rata fee refund. The Firm will refund the pro rata fees to the Client's custodial account to

be swept to the Client's chosen financial institution. The pro-rata refund amount owed to the Client will be calculated as follows:

Fees paid to the Firm during the current calendar quarter ÷ (divided) by the number of days in the current quarter x (multiplied) by the number of days remaining until the end of current calendar quarter = (equals) the amount to be refunded.

Financial Planning Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Client(s) who decides to end their relationship prior to the completion of their financial plan are entitled to a refund of half of the initial installment payment. No refunds are given once the financial plan is delivered to the Client.

The Firm's Ongoing Financial Planning and Consulting Services Fees are based on an annual fixed fee basis. The agreed upon annual fee is paid quarterly in advance. Firm will facilitate a pro rata fee refund based on the number of days remaining in the quarter. The pro-rata refund amount owed to the Client will be calculated as follows:

Fees paid to the Firm during the current calendar quarter ÷ (divided) by the number of days in the current quarter x (multiplied) by the number of days remaining until the end of current calendar quarter = (equals) the amount to be refunded.

Consulting & Advisory Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Consulting & Advisory Service Fees are calculated as a per the selected fee schedule by the Client in the AUA agreement. For all fees paid in advance, the Firm will facilitate a pro rata based on the number of days remaining in the agreement period. The pro-rata refund amount owed to the Client will be calculated as follows:

Fees paid in advance to the Firm, per the agreement, ÷ (divided) by the number of days in the agreement period x (multiplied) by the number of days remaining in the agreement period will = (equals) the amount to be refunded.

Notice Regarding Private Placements, QOZs, and DSTs Cancellations: Cancellations of Consulting & Advisory Services as it relates specifically to payments being made by the Client or a Third-party Institution and/or Private Placement entity, QOZs and DST Sponsor(s) and because of (a) the unique nature of the heavy front-loaded work and due-diligence (b) traditional hold time of 4-10 years, (c) the Sponsors commission credit to the Client net investment (d) the "Letter of Fee Direction" and understanding signed by the Client, (e) a one-time aggregated Consulting and Advisory fee is not elected as a payment option, and (f) as per this notice, the Consulting & Advisory Services fee will extend through the initial holding period of each individual investment as set forth by the Sponsor. If the Sponsor cannot fulfill the agreed upon Advisory fee arrangement through the holding period of each individual DST as per the letter of Fee Direction, the Client may either (a) write a check payable to the Firm for the ongoing amount or (b) have the Advisory fee deducted from an account of their choosing for the balance of each of such holding period. The Client acknowledges and acceptances the Cancellation terms of the Consulting & Advisory Services agreement specific to and strictly for Assets Under Advisement for Private Placements, QOZs and DSTs, i.e., Reg D securities

Retirement Plan Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Retirement Plan Service Fees are calculated as a per the selected fee schedule by the Client in the Retirement Plan Agreement. For all fees paid in advance, the Firm will facilitate a pro rata based on the number of days remaining in the agreement period. The pro-rata refund amount owed to the Client will be calculated as follows:

Fees paid in advance to the Firm per the agreement ÷ (divided) by the number of days in the agreement period x (multiplied) by the number of days remaining in the agreement period will equal the amount to be refunded.

***NOTE:** Notice of termination for any service(s) by the Client(s) should be sent to the Firm at 1024 E Grand River Ave, Brighton, MI 48116 or email to info@guardianpointepwm.com.

E. Other Compensation

IARs may recommend the use of fixed life insurance or annuity products based on the specific circumstances, goals, objectives, and risk tolerance of each Client. While the Client is under no obligation to affect the product transactions through their IAR, acting on this recommendation, the IAR will receive commission compensation directly from the insurance carrier. This compensation is in addition to advisory fees that the Client is currently paying for advisory and asset management services.

F. Jurisdiction and Arbitration

The validity, interpretation, construction, and performance of the IMA (Investment Management Agreement), the financial planning services, the AUA Agreement (Assets Under Advisement), and Retirement Planning Services shall be governed by the laws of the States of Michigan. Disputes resulting from this Agreement or the relationship with the Client hereto shall be resolved under the Arbitration Association of Michigan in the county of Livingston.

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

The Firm does not accept, or charge performance-based fees or provide side by side management comparisons.

Item 7 - Types of Clients / Minimum Account Size

We offer services to accredited investors, qualified purchasers and retail clients as defined by the federal securities laws. These may include, but not limited to, the following types of Clients:

- Individuals
- High net worth individuals
- Trusts
- Non-profit entities
- Qualified Plan Sponsors

There is an account minimum, \$250,000, which may be waived by the IAR, based on the needs of the Client and the complexity of the situation.

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

Investing in securities involves risk of loss which the Client should be prepared to bear. No amount of analysis or diversification can wholly account for or eliminate market volatility and systematic risk. Investment strategies will be subject to methods of analysis by the TPIA, the Firm and/or its IARs as described herein.

A. Methods of Analysis

Methods of analysis and investment strategies include charting, fundamental, tactical, cyclical, and technical analysis, independent research, and asset allocation implementation strategies. Proprietary programs and software may be used to identify market points where either “buy” or “sell” signals are recognized. These signals assist the portfolio managers and/or IAR’s in implementing the specified management strategies of the various managed programs. Quantitative analysis can also be used when analyzing securities. This analysis uses current and historical pricing information to help identify trends in both the domestic and foreign equity and fixed income markets. Technical indicators such as moving averages and trend lines may be further used to identify entry and exit points. Various fundamental data such as overall economic conditions, industry outlook, interest rates and political climate are also considered.

The Firm and its IARs methods of analysis may include some of the following criteria: analysis pertaining to the selection of Third-Party Portfolio Managers to be made available within the Wrapped Fee Program, as well as the following criteria: income, risk tolerance, sector, market capitalization, long term needs and objectives.

B. Investment Strategy

The Firm’s Client may participate in a variety of strategies which generally fall into either of the following categories: active, passive or a combination of both investment management styles.

Active Investment Management

Active asset management may entail periodic evaluation and investment selection in accordance with the goals and objectives of each Client. The Client will have two options to participate in active investment management, either by their IAR or a TPIA or a combination thereof within the Firm’s Wrap Fee program. For detailed information on active investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

Passive Investment Management

Passive asset management entails selecting investments based on appropriateness with regards to each Client’s risk tolerance, goals, and objectives.

Once investments are chosen, they are usually held for the long-term and only replaced and/or rebalanced as appropriate with regards to changing market conditions and/or the IAR or TPIA’s management style. For detailed information on passive investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

IARs may use several investment strategies, securities, products, and concepts to best help implement and achieve each Client goals, objective and risk tolerance including but not limited to:

- Long-term purchases (more than one year)
- Short-term purchases (less than one year)
- Fixed Insurance products
- Relative value
- Long/short ETFs & Mutual Funds
- Tactical rotation
- Sector rotation
- Alternative investments
- Options Strategies

The Firm also analyzes the type of investment strategy each TPIA provides. The Firm will determine if that strategy is an effective vehicle to achieve particular investment objectives and if the strategy is within the broad risk tolerances of the Client.

Third-Party Portfolio Manager or TPIA Review:

Third-Party Portfolio managers (TPIA) and Sub-Advisors providing sub-advisory services to the Firm's Client are reviewed periodically to determine their ongoing utility to the Firm, IAR, and the Client. The criteria may include but not limited to: review of current and past performance history, investment costs, assets under management, MAR ratios (measurement of returns adjusted for risk) and other methods of review.

C. Risk of Loss

Investment Risk

The Client should consider the investment objective, risks, charges, and expenses carefully before investing. The strategies and analyses detailed above, involves exposure to risks, as there is no guarantee that any investment model will achieve its stated investment objectives, including the possible loss of the principal amount invested. Investments are not FDIC insured, may lose value, and have no bank guarantees.

Item 9 - Disciplinary Information

Registered Investment Advisor Firms must disclose all material facts regarding any legal or disciplinary events material to your evaluation of our advisory and asset management services provided by the Firm and the integrity of the Management Team. Our Firm nor any of its management persons has been the subject of any legal or disciplinary events.

There are no administrative proceedings before the SEC, federal regulatory agency, state regulatory agency or any foreign financial regulatory authority involving our Firm.

There are no self-regulatory organization (SRO) proceedings against our Firm.

Our Firm values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence of any IAR or Firm with whom you are currently engaged or intend to engage for Advisory Services of any kind. A detailed background of any Firm and/or IAR can be found on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. By entering a CRD number of the IAR or Firm, additional information may be found. You can search our Firm by its CRD number which is 284460. The individual IAR information can be found by entering their CRD number, which can be found on the IAR's ADV2B Supplement supplied to you, or by searching their name.

The Firm may employ IARs that have incurred disciplinary events while being supervised under a previous RIA Firm and/or Broker Dealer. Before the IAR can join our Firm, the IAR will be evaluated to make sure that any previous disciplinary events and the corrective actions have been properly met. The Firm, with the agreement of the IAR, may provide a heightened supervision program for a period of time to insure the IAR continues to follow all corrective action(s) requirements as specified by the regulatory organization and/or our Firm compliance officer. The Client is encouraged to review the IAR's ADV2B for any such disciplinary events, if any.

Item 10 - Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

The Firm does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker-dealer.

B. Commodity Affiliation

The Firm does not have anyone registered or pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Relationships/Conflicts

IARs of the Firm may be licensed and appointed to sell insurance products through various insurance companies. These insurance products including but not limited to: life insurance, disability, Health & Medicare supplement insurance and fixed or indexed annuities, may be offered through AIP Marketing Alliance, the AIP Group, and/or Assured Investment Planners to assist the Firm's IARs with fulfilling their Client(s)'s planning needs, as necessary. IARs will receive commissions and other incentives paid directly from the insurance carrier. These commissions are in addition to and separate from the advisory fees charged. This creates a monetary conflict through the benefit of common control of AIP Marketing Alliance, the AIP Group, and/or Assured Investment Planners which Richard A. Kissler is the Chief Executive Officer. These conflicts are mitigated because clients are not obligated to implement insurance product recommendations made by the Firm's IARs. Additionally, the Firm does not receive any commission compensation for the sale of insurance products by its IARs. As a fiduciary, the Firm's IARs will act in the best interest of the Client(s), independent of the amount of commission received.

Under unique circumstances IARs may qualify for a forgivable loan that may be offered by Firm. This loan does not increase the cost of asset-based fees charged to the Client. Certain IARs may qualify for a forgivable loan due to, but not limited to: (a) their total AUM, (B) total annual production level, and (c) length of service commitment with the Firm. In order for a qualifying IAR to have their loan forgiven, they must meet certain production and length of service requirements. As such, this may create a conflict of interest as IARs may be incentivized to advise you to maintain your assets within advisory service programs or accounts in order to meet these production requirements.

Ronald J. Briggs, Jr. is the Founder, Owner, & Chief Investment Strategist of A Smarter Way To Invest, Inc. ("ASWTI"). ASWTI is a TPIA and a SEC registered investment advisor firm which solely offers asset management services to Registered Investment Advisory Firms. It grants such Firms access to ASWTI's various proprietary and non-proprietary dynamic asset allocation strategies and investment models. The Firm's IARs may recommend ASWTI's portfolio management services to the Client. This may create a conflict due to the fact that Ronald J. Briggs, Jr. is also the owner of Caitlin John, LLC. and Guardian Pointe Private Wealth Management, LLC. and will financially benefit from the Client's assets placed with ASWTI. This conflict can be mitigated as the Firm's IARs working with the Client can choose from numerous third-party money managers/sub-advisors, mutual funds, etc., that are made available to them through the two (2) custodial platforms (Folio Institutional & TD Ameritrade Institutional) currently made available by the Firm.

The Firm will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

Ronald J. Briggs, Jr. is the Founder, Principal, and Investment Advisor Representative of Caitlin John, LLC., a SEC Registered Investment Advisor Firm. This affiliation is not material to this Firm's business or its Clients because Caitlin John, LLC. does not in any way engage with the IARs or Advisory Clients of this Firm.

Ronald J. Briggs Jr. is the Co-Founder & Co-Owner of Peace Of Mind Private Wealth Management, LLC ("POM"), a SEC Registered Investment Advisor Firm. This affiliation is not material to this Firm's business or its Client because POM does not in any way engage with the IARs or Advisory Clients of this Firm.

All Service and Support Employees of the registered Advisory Firms are employed through a single management company called Entry Point Advisor Network ("EPAN"). EPAN is owned under common control by Kristin Briggs, spouse of Ronald J. Briggs, Jr. EPAN employs business development advisors to recruit, support, and service IARs of Caitlin John, LLC., Guardian Pointe Private Wealth Management, LLC., and Peace Of Mind, LLC. These business development advisors are both W-2 and

1099 employees and receive compensation in the form of salary and commissions. Part of this compensation may reflect compensation based on the total AUM of the IARs they support.

D. Advisor Recommendations

The Firm does recommend other investment advisors for the Client as stated above. The Firm does receive compensation directly or indirectly from outside advisors. Please see **Item 10.C. Relationship/Conflicts** for further details.

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

A. Code of Ethics

Our Firm has adopted a Code of Ethics (“Code”) which sets forth high ethical standards of business conduct that we require of our personnel, including compliance with applicable federal securities laws.

The Firm and our personnel owe a duty of loyalty, fairness, and good faith towards the Client. They have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm’s access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement, and record-keeping provisions by the Firm’s Compliance Department.

The Firm’s Code of Ethics further includes the Firm’s policy prohibiting the use of material non-public information relating to the Client’s account portfolios or transactions of the Firm. While we do not believe that we have any particular access to non-public information, all Firm personnel are reminded that such information may not be used in a personal or professional capacity. Any Firm personnel will not disclose any non-public information relating to the business or operations of the Firm unless properly authorized to do so.

A copy of our Code of Ethics is available to our advisory Client and prospective Client. You may request a copy by email sent to info@guardianpointepwm.com, or by calling us at (844)944-1044.

B. Material Financial Interest and Conflict of Interest

The Firm’s IARs and Access Persons may buy or sell securities for themselves through the same and/or a non-associated custodian of the Firm with prior approval and ongoing statements forwarded to the firm. We monitor such transactions for compliance with the provisions of Section 206(3) of the Advisers Act governing principal transactions for the advisory Client.

The Firm’s IARs, and Access Persons currently have no material financial interest in any publicly traded securities. IARs and Access Persons shall avoid any action, whether for personal profit or otherwise, that results in a conflict of interest with the Firm’s Client’s accounts, or which may be otherwise be detrimental to the interests of the Client of the Firm. The Firm’s IARs and Access Persons will not attempt to improperly use influence for their personal benefit.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of our advisory Client and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our Firm and/or individuals associated with our Firm may buy or sell for their personal account securities identical to or different from those recommended to our Client or TPIA. In addition, any related persons may have an interest or position in certain securities which may also be recommended to the Client.

At no time, will the Firm or any associated person of the Firm, transact in any security to the detriment of any Client. The Client's needs are considered first.

C. Same Securities Purchase and Conflicts of Interest

The Firm and its Access Persons may buy or sell securities that are also held by the Client. In order to mitigate conflicts of interest such as front running, Access Persons are required to disclose all reportable securities transactions, including the size of trade and when they wish to buy or sell the securities to the Compliance Department. All Access Persons using a non-associated custodian must forward all brokerage account statements to the Compliance Department.

D. Client Securities/Trades and Concurrent Firm Securities Transactions - Conflicts of Interest

The Firm does not maintain a Firm proprietary trading account and does not have a material financial interest in any securities being recommended. However, Firm Access Persons may buy or sell securities at the same or later times they buy or sell securities for the Client. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide the Firm with copies of their brokerage statements.

Item 12 - Brokerage Practices

A. Soft Dollar Benefits

The Firm does have access to various research and tools as a soft dollar benefit from TD Ameritrade Institutional. Because the Firm receives such soft dollar benefits, the Firm may have an incentive to select or recommend a particular broker dealer based on interest in receiving such research and tools made available. The Firm does not charge the Client brokerage commissions or additional fees of any kind to obtain these benefits. The Firm manages this conflict of interest by offering each Client a choice of a custodian, TD Ameritrade Institutional or Folio Institutional, for fee-based asset management offered by the Firm.

The Firm may use Kingdom Trust or recommend other custodians or Trust companies for certain asset types and self-directed IRA's not able to be held at TD Ameritrade Institutional or Folio Institutional.

B. Brokerage for Client Referrals

The Firm does not currently receive any Client referrals from any broker-dealer or Third-Party.

C. Directed Brokerage

The Firm will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

The Firm currently makes available two custodial and brokerage options, TD Ameritrade Institutional or Folio Institutional, for the Client's brokerage account. The Firm's IARs may direct the Client to either for the purposes of trade execution and custodial management. Additionally, certain TPIA programs are only made available on these two platforms. While the Client may find similar or unique programs offered elsewhere, the Client choosing to use certain TPIAs may find that their services are limited to certain custodians. Even though the IAR has the obligation, as a fiduciary, to best execute the Client's trades and transactions, it is possible that the IAR may not be able to achieve the most favorable execution of the Client's transactions in every case. This practice may or may not cost the Client more

or less money. The Firm's IARs and TPIAs, acting as fiduciaries, will always act in the best interest of the Client and will always try to achieve the best possible trade execution on behalf of all Client accounts.

D. Aggregate of Client Trades

TPIA's used by the Firm's IARs may aggregate the Client orders using omnibus trading (block trades) for the discretionary purchase and sale of securities in their models and allocations. Folio Institutional and TD Ameritrade Institutional allow for the aggregation of such orders, for both TPIAs as well as the individual IARs managing their Clients accounts.

In certain circumstances, the Firm's IARs may, to best serve the Client, place non-aggregate individual trading orders. Non-Aggregated orders may be placed for an individual Client to meet the Client asset management strategy and other needs including but not limited to distributions, RMDs, unusual/extraordinary circumstances, raise cash, or at the request from a Client. The Client may incur additional costs by not aggregating their trade orders.

Item 13 - Review of Accounts

The Firm's IARs are expected to have an investment account review with each Client, on a regular basis. The Client may request additional reviews by contacting their IAR. Additionally, reviews can be requested by the Client with their IAR anytime in order to inform them of a life changing event that may affect a change to the following criteria: income needs, risk tolerance, a change in their long-term needs, goals, or objectives.

The Client can review the status of their accounts at any time by going online at any time to www.advisorclient.com or www.folioClient.com to review their portfolio.

Item 14 - Client Referrals and Other Compensation

The Firm does not currently have arrangements, nor receives compensation for any Client referrals. The Firm also does not currently compensate anyone for Client referrals.

Item 15 - Custody

The Client accounts will be opened, and all assets held at either Folio Institutional or TD Ameritrade Institutional in the Client's own name. The Firm will never have custody of any assets or securities in the Client's account. As per **regulatory interpretation**, the Firm is considered to have a form of indirect custody, due to the fact that the Firm authorizes the custodian to withdraw and pay advisory and management fees to the Firm and/or the TPIA as agreed upon and authorized by the Client as per the Investment Management Agreement.

Each Custodian, Folio Institutional or TD Ameritrade Institutional, will send monthly notifications to the Client by email when their latest statement is ready for review. The location of the statement to view is in the Client's secured file cabinet within the custodian's platform as described in the agreement with the Client and their chosen custodian. For accounts held with Folio Institutional, the Client can go online to the Client portal at www.folioclient.com and for accounts held with TD Ameritrade Institutional, the Client can go online to www.advisorclient.com and log into their account to review their current and past statements which will include all trade & transaction confirmations, fee billing, current balances, etc. This access is also be made available to the Firm and the Client's IAR.

The Firm and it's IARs advises the Client to always review their statements carefully. If the Client finds any discrepancies or has any questions, concerns, or simply forgot how to access their account online,

they can contact their IAR, call 1-844-944-1044 and ask for the Client Relations Manager, or email your concerns to info@guardianpointepwm.com.

Item 16 - Investment Discretion

The Client may choose to have a discretionary or non-discretionary asset management account with the Firm. Discretionary asset management accounts allow your IAR or TPIA to place trades in your account without contacting you prior to each trade to obtain permission.

Our discretionary authority includes the ability to do the following without contacting the Client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

This decision will be made with your IAR at the time you open your account and is determined by choosing the discretionary or non-discretionary authority when completing the Investment Management Agreement. The Client may also change/amend such limitations by once again providing us with written instructions.

Item 17 - Voting Client Securities

The Firm or TPIAs do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request, we will answer questions about voting a specific proxy solicitation.

Item 18 - Financial Information

Under no circumstances does the Firm require or solicit payment fees in excess of \$1,200.00 per Client more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement.

As a Firm that has discretionary authority and a form of limited custody of the Client's accounts via the custodian directly deducting the Client fees from their accounts, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Currently, there are no financial conditions that would impair our ability to meet our contractual commitments to the Clients. Should any arise, the Firm will notify the Client according to SEC guidelines.

Our Firm has not been the subject of a bankruptcy petition at any time.