

Form ADV Part 2A
Investment Advisor Brochure



Item 1: Cover Page

This Form ADV Part 2A (Investment Advisor Brochure) provides information about the qualifications and business practices of Signature Intelligent Portfolios, LLC ("SIP").

If you have any questions about the contents of this brochure, please contact us at 844-839-7353 or operations@seia.com. 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. Registration is mandatory for all persons meeting the definition of investment advisor and does not imply a certain level of training.

Additional information about SIP also is available on the SEC's website at: www.adviserinfo.sec.gov.

Date of Brochure: March 27, 2025

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Material Changes to Investment Advisor Brochure

Item 2: Summary of Material Changes

The purpose of this section is to discuss only material changes since the last annual update of the SIP Investment Advisor Brochure. The date of the last annual update was March 26, 2024

The purpose of this section is to discuss only material changes since the last annual update of the Signature Intelligent Portfolios, LLC (“SIP”) Investment Advisor Brochure.

1. The firm had no material changes for the period

Please review the full document SIP ADV 2A for further information associated with these changes.

Delivery:

Within 120 days of our fiscal year end, which is December 31, we will deliver our annual Summary of Material Changes. SIP will provide you with a new Brochure as necessary based on changes or new information at any time. You can request SIP’s Brochure by contacting 844-839-7353, operations@seia.com or on our website, www.signatureportfolios.com. The Brochure will be provided free of charge.

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Item 4: Advisory Business

Advisory Firm

Signature Intelligent Portfolios, LLC (“SIP”) is a registered investment advisory firm that was launched in 2015 to provide an automated investing solution to meet the needs of a new generation of investors. SIP is wholly owned by Signature Estate & Investment Advisors, LLC (“SEIA”). Ownership of SEIA is held by SEIA Holdings, LLC. Ownership of SEIA Holdings, LLC is primarily held by a combination of employees and investors through Reverence Capital Partners, Advisor Group Holdings and SEIA Management, LLC.

As of December 31, 2024, SIP manages \$10,542,706 of client assets on a discretionary basis.

Advisory Services

SIP is the client’s investment adviser and primary point of contact. Regular and continuous internet access is required to engage SIP’s services. SIP provides clients with an online investment management solution which includes paperless account opening, paperless funding experience and automation in certain key aspects of the investment process. SIP offers its automated investment solutions through two separate and distinct platforms (further described below). Each platform includes an online questionnaire that helps determine the client’s investment objectives, risk tolerance and goals to ultimately tailor our advisory services to the individual needs of the client. Based on the responses provided by the client, SIP selects the appropriate corresponding model portfolio. SIP will monitor and manage the portfolio on an ongoing basis.

SIP offers its automated investment solutions through two separate and distinct platforms

1. Schwab Intelligent Portfolios® is sponsored by Charles Schwab & Co., Inc. (“Schwab”). Schwab provides administration and related services for the Program. Charles Schwab Investment Advisory, Inc. (“CSIA”), an affiliate of Schwab, provides portfolio management services.
2. Fidelity Brokerage Services (“FBS”) Automated Managed Platform (“AMP”) accessible through eMoney’s emX Select platform (or any replacement or successor platform) which is sub-advised by Geode Capital Management, LLC (“GCM”).

SIP is independent of and not owned by, affiliated with, sponsored by or supervised by Schwab Intelligent Portfolios®, CSIA, Schwab, Fidelity Brokerage Services, AMP, eMoney or GCM.

The CSIA platform is described in detail in the Schwab Intelligent Portfolios® Disclosure Brochure (the “Disclosure Brochure”), which is delivered to clients by CSIA during the online enrollment process. The AMP platform is described in detail in the Geode Capital Management, LLC Form ADV 2A brochure for Fidelity Automated Managed Platform Managed Account Service, which is delivered to clients by FBS during the online enrollment process.

SIP can only provide investment advice with respect to those investments currently available on the available platforms. The investments currently available for Schwab Intelligent Portfolios®: Schwab ETFs™ and third-party ETFs are filtered through a carefully selected set of stringent criteria. This ensures that all ETFs chosen for Schwab Intelligent Portfolios deliver both diversity and cost efficiency. These selection criteria, as explained in the Program Disclosure Brochure, pares down more than 1,800 ETFs to the 53 ETFs (subject to change) that could potentially be part of your Schwab Intelligent Portfolios account. The investments currently available for AMP: Fidelity ETFs, Fidelity Mutual Funds, Blackrock Investments LLC

(or one of its affiliates, collectively “BlackRock”), including iShares® ETFs and, to a more limited extent, other third-party ETFs. It is GCM’s expectation that the portfolios will be invested primarily in funds offered by Fidelity and BlackRock.

Clients are able to impose reasonable restrictions on investing in certain types of securities.

With respect to Schwab Intelligent Portfolios®: Clients will not be allowed to make trades in their account. Clients may request that certain ETFs be excluded from their account, but SIP or Schwab Intelligent Portfolios is not required to accept account restrictions that it deems unreasonable. A request to exclude certain ETFs from a client’s account may result in delays in the management of the account. Accounts with imposed management restrictions may experience different performance from Accounts without restrictions, possibly producing less favorable performance results as a result of such restriction. The client will be notified if the account cannot be managed with the requested investment restrictions. Clients also may request that CSIA use a tax-loss harvesting strategy so that tax losses are generated to offset potential capital gains in their account, subject to meeting minimum balance requirements (currently \$50,000, which is subject to change).

With respect to AMP: Clients are entitled to impose reasonable restrictions on the management of their Accounts. Account restrictions may be requested, or changed, by the Client by contacting SIP. SIP will relay any such request to GCM promptly in writing (including through an online platform, electronic mail or other electronic means). Any proposed restriction, or any change in a pre-existing restriction, is subject to the receipt and acceptance by GCM. A restriction request may result in delays in the management of an Account, and if an Account cannot be managed with the requested investment restriction, GCM will notify SIP, who shall then notify the Client. Such a restriction may include prohibitions with respect to the purchase of a particular fund or funds, provided such restriction is not inconsistent with GCM stated investment strategy or philosophy or is not fundamentally inconsistent with the nature or operation of the Service. If a restriction is accepted, assets will be invested in a manner that is appropriate given the restriction. Accounts with imposed management restrictions may experience different performance from Accounts without restrictions, possibly producing less favorable performance results as a result of such restriction. Restrictions will be reevaluated on an as-needed basis, including but not limited to as a result of changes in the underlying funds or Models, which may result in the denial or modification of the restriction that was previously accepted. If a Client makes any changes to the Profile selected for his or her Account that causes a change to the corresponding Model selected for such Account while such Account is subject to a restriction and SIP or the Client would like that restriction to remain in place after any such change, a new request must be submitted by the client and/or SIP to GCM LLC in writing (including through an online platform, electronic mail or other electronic means).

Item 5: Fees and Compensation

Advisory Fees

Fees are computed as an annualized percentage of assets under management including cash balances and accrued interest. The fees are non-negotiable and are payable quarterly in arrears. Fees begin accruing when accounts become linked to us or when funded. To allow for additional account setups, transfers, final strategy discussions, etc., at our discretion, SIP can delay or waive the first quarter fee. The first payment is assessed and due at the end of the first calendar quarter and will be assessed pro rata in the

event the Agreement is executed at any time other than the first day of the current calendar quarter. Subsequent payments are due and will be assessed on the first day after the end of each calendar quarter based on the value of the account assets under supervision as of the close of business on the last business day of that quarter. Fees may be waived at our discretion, on the value of deposits made shortly before the end of the quarter. The client, by contacting SIP, must submit the request to the SIP billing department to have the fee waived which will be reviewed on a case-by-case basis.

Clients do not pay fees to Schwab Performance Technologies (“SPT”) or brokerage commissions or other fees to Charles Schwab & Co., Inc. (“CS&Co”) as part of the automated investment program (the “Program”) so long as we maintain client assets in accounts at Schwab. Schwab does receive other revenues, including (i) the profit earned by Charles Schwab Bank, SSB, a Schwab affiliate, on the allocation to the Schwab Intelligent Portfolios Sweep Program described in the Schwab Intelligent Portfolios Sweep Program Disclosure Statement; (ii) investment advisory and/or administrative service fees (or unitary fees) received by Charles Schwab Investment Management, Inc., a Schwab affiliate, from Schwab ETFs™ Schwab Funds® and Laudus Funds® that we select to buy and hold in the client’s brokerage account; (iii) fees received by Schwab from mutual funds in the Schwab Mutual Fund Marketplace® (including certain Schwab Funds and Laudus Funds) in the client’s brokerage account for services Schwab provides; and (iv) remuneration Schwab receives from the market centers where it routes ETF trade orders for execution.

With respect to AMP platform fee, 15 basis points (bps) of the client fee is allocated to Fidelity. In exchange for this 15 bps fee, the client receives access to eMoney. Pursuant to a contractual long-term marketing arrangement between Fidelity and BlackRock, Fidelity receives compensation from BlackRock in connection with the purchase of BlackRock ETFs in certain Fidelity investment programs, including AMP. However, any such amounts received by Fidelity as a result of the investment of Account assets in BlackRock ETFs pursuant to this arrangement will be per the GCM ADV part 2A for Fidelity AMP. This arrangement allows the Service to offer BlackRock ETFs to Adviser Clients at a lower overall cost.

The below table shows the annualized advisory fee which is charged for all accounts over \$5,000.

Platform Name	Fee
Schwab Intelligent Portfolios®	50 bps
Fidelity Automated Managed Platform	65 bps*

* Client will receive access to eMoney.

Clients will authorize the custodian holding client funds and securities to deduct SIP advisory fees direct from the client account in accordance with statements prepared and submitted to the custodian by SIP. The custodian will provide periodic account statements to the client. Such statements will reflect all fee withdrawals by SIP. It is the client’s responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated. In no case are fees collected in advance for services to be performed.

The fees are for advisory services only and do not include any expenses related to investments in mutual funds and ETFs. With investments in mutual funds or ETFs: clients pay the ongoing expenses of the mutual fund or ETF, known as the expense ratio. The expense ratio is the annual fee that all funds or ETFs charge their shareholders. It expresses the percentage of assets deducted each fiscal year for fund expenses, including 12b-1 fees, management fees, administrative fees, operating costs, and all other asset-based costs incurred by the fund. Details regarding the expense ratio associated with any particular mutual fund

can be found in the prospectus. The SIP program seeks out low-cost funds however, they may not be the lowest cost funds available.

Further, the advisor fee does not include any fees related to custodial fees, brokerage fees, transaction costs or commissions which may be charged separately by the broker/dealer custodial firm. See **Brokerage Practices** (below) for further information.

SIP does not accept compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

Termination

Services will continue until either party terminates the Engagement Agreement on immediate written notice. If termination occurs prior to the end of a calendar quarter, SIP maintains the right to charge fees due on a pro-rata basis. As of the date of termination SIP will no longer be the investment advisor of record. All assets will remain at the custodian and it will be Client's responsibility to monitor the account and instruct the custodian as to the final disposition of assets. SIP will not take any other action, unless specifically notified by the Client.

The Engagement Agreement contains a pre-dispute arbitration clause. Client understands that the agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities laws. Arbitration is final and binding on the parties.

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

SIP does not charge performance-based fees. (A fee that is based on gains in the client account.)

Item 7: Types of Clients

SIP is generally available to individual investors who reside in the U.S. for their taxable accounts or retirement accounts. Living trust accounts and organizations, such as corporations, limited liability companies and limited partnerships, may be able to participate in the SIP program however, they will not have the same digital client experience as individual clients. Clients that are government entities or accounts that would be subject to the Employee Retirement Income Security Act of 1974, are not eligible for SIP's services.

There is no minimum to establish a SIP account however, to be initially invested in an investment strategy the account must meet a \$5,000 per account minimum

Item 8: Methods of Analysis, Investment Strategies And Risk of Loss

Under Schwab Intelligent Portfolios® SIP's **D**epartment of **I**nvestment **M**anagement and **E**conomic **S**trategy ("DIMES") is responsible for constructing investment strategies that consist of diversified portfolios of ETFs combined with a cash allocation pursuant to parameters of Schwab Intelligent Portfolios®. DIMES will design a strategy for each of the risk levels available to the client based on client

responses to the online questionnaire. DIMES may at their own discretion add, remove, or change investment strategies used in the Program.

DIMES uses the principles found in Modern Portfolio Theory, proprietary research, and third-party research. Underlying this approach is:

- Strategic Macro Asset Allocation, which is based on asset class and style through the use of computer models, based on capital market assumptions and modern portfolio theory principles.
- Tactical Micro Allocation, which is based on business cycle, global and domestic macro / micro-economic conditions and other potential event-driven opportunities.

DIMES analysis and investment selection are driven by a two-prong approach to filter the universe of ETFs for inclusion in the investment strategies:

- Quantitative metrics focus on identifying potential investments with consistent, good risk-adjusted performance returns based on mathematical and statistical methods and analysis.
- Qualitative metrics focus on the “quality” of potential investments that meet the above quantitative standards. DIMES focuses on attributes of investments that cannot be directly captured by quantitative measurement.

The universe of investments available to select from is limited to the investments available on the Schwab Intelligent Portfolios platform. See further details in **Advisory Business**.

Under Fidelity AMP, GCM as subadvisor, produces a set of asset allocation Models, including selecting a combination of Funds (ETFs and Mutual Funds) for each Model, and manages the assets in each Account on a discretionary basis to correspond to the Model selected by SIP, in coordination with the client, based on the clients responses to the online questionnaire for such Account. This activity shall be in accordance with the parameters described in GCM ADV 2A brochure for Fidelity Automated Managed Platform Managed Account Service. The universe of investments available to select from is limited to the investments available on the AMP platform. See further details in **Advisory Business**.

Risk of Loss

The Financial markets are volatile and there are risks in all types of investment vehicles, including “low-risk” strategies. Client, at all times, shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by SEIA. There is no guarantee that the investment strategy selected for the client will result in the client’s goals being met, nor is there any guarantee of profit or protection from loss. **For those investments sold by prospectus, clients should read the prospectus in full.**

Asset Allocation Risk - The asset classes in which a client account seeks investment exposure will perform differently from one another. Following, a client account will be affected by its allocation among equity securities, debt securities, alternative investments and cash-equivalent securities.

Market Risk – Also known as systematic risk, refers to the risk that an investment may face due to fluctuations in the market. There is risk that an investment’s value will decrease, sometimes rapidly and unpredictably. Market risk contrasts with specific risk, also known as business risk or unsystematic risk, which is tied directly with a market sector or the performance of a particular company. In other words, market risk refers to the overall economy or securities markets, while specific risk involves only a part.

Credit Risk - is the risk that a company won't be able to meet its obligations to pay back its debts. Which in turn could mean that potential investors will lose the money invested in the company. The more debt

a company has, the higher the potential financial risk. The lower the rating of a debt security, the higher its credit risk.

Business Risk - is the exposure a company or organization has to factors that will lower its profits or lead it to fail such as a change in client sentiment towards the company or product, disasters, competition and regulation. Anything that threatens a company's ability to meet its target or achieve its financial goals is called business risk.

Management Risk - is the risk — financial, ethical or otherwise — associated with ineffective, destructive or underperforming management. Management risk can be a factor for investors holding a security of a company. Management risk can also refer to the risks associated with the management of an investment fund.

Liquidity Risk - The risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss or capture a gain.

Interest Rate Risk - is the risk that an investment's value will change as a result of a change in interest rates. This risk affects the value of bonds more directly than stocks. All debt securities are subject to interest rate risk and credit risk. Debt securities will generally lose value if interest rates increase. High yield securities, which are debt securities rated below investment grade, face higher credit risk and downgrade risk (the chance that a credit rating agency will downgrade their rating / opinion on the safety of the security) than other debt securities.

Currency Risk - When investing in foreign countries you must consider the fact that currency exchange rates affect asset prices. Currency risk applies to all financial instruments that are in a currency other than the US Dollar. As the value of an account managed by SEIA is calculated in U.S. dollars, it is possible for the account to lose money by investing in a foreign security if the local currency of a foreign market depreciates against the U.S. dollar, even if the local-currency value of the account's holdings goes up. Generally, a strong U.S. dollar relative to other currencies will adversely affect the value of the account's holdings in foreign securities.

Country Risk - A collection of risks associated with investing in a particular country. These risks include political risk, exchange rate risk, economic risk, sovereign risk and transfer risk, which is the risk of capital being locked up or frozen by government action. Country risk can reduce the expected return on an investment and must be taken into consideration whenever investing abroad.

The risks of **Mutual Funds** and **ETFs** depend on the underlying securities they hold, as well as added manager risk, which refers to the manager underperforming their benchmark. Stock funds have similar risks as stocks, just as bond funds have similar risks as bonds. Some ETFs that trade infrequently will have an added liquidity risk.

Other Risks

Use of Algorithms Risks: The SIP platform employs algorithms to automate key aspects of our investment process. This investment management process exposes accounts to risks specific to the use of algorithms. The algorithms assume that portfolio holdings quantity and price data is accurate and complete. There is a risk that the algorithms and data input into the algorithms may not be programmed to consider relevant factors such as short-term asset class volatility, individual tax circumstance or certain questions from the online questionnaire and could have errors, omissions, imperfections and malfunctions (collectively, "Algorithm Issues"). Any decisions made in reliance upon incorrect data expose clients to potential risks. Algorithm Issues are often extremely difficult to detect. Some Algorithm Issues may go undetected for long periods of time and some may never be detected. It is also possible that the algorithms do not accurately and efficiently forecast security and portfolio risk. These risks are

mitigated by testing and human oversight of the algorithms and their output. Algorithm Issues are an inherent risk of investing in the SIP platform and there is no assurance that the algorithms will always work as intended or produce the optimal results and as such, clients should be prepared to bear these risks.

Cyber Security Risk – With the increased use of technologies such as the Internet to conduct business, a portfolio is susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events and are not limited to, gaining unauthorized access to systems, misappropriating assets or sensitive information, corrupting data, or causing operational disruption, including the denial-of-service attacks on websites. Cyber security failures or breaches internally or by a third-party service provider have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, and/or additional compliance costs, including the cost to prevent cyber incidents.

Sub-Adviser and Third-Party Manager Risk: The success of an account’s investment through sub-advisers and/or third party managers in general is subject to a variety of risks, including those related to the quality of the management of the sub-adviser and/or third-party manager; the quality of the management of the operating companies and the ability of such management to develop and maintain successful business enterprises; and the ability of a sub-adviser and/or third-party manager to successfully source investment opportunities, operate and manage their investments.

Item 9: Disciplinary Information

An investment advisor must disclose material facts about any legal or disciplinary event that is material to a client’s evaluation of the advisory business or of the integrity of its management personnel.

SIP does not have any disclosure items.

Item 10: Other Financial Industry Activities and Affiliations

SIP is not, but the Investment Advisor Representatives (IARs) of the firm are licensed as Registered Representatives with Signature Estate Securities, LLC (“SES”). SES is a Broker Dealer, registered with FINRA that is under common control with SEIA.

Signature Estate & Investment Advisors, LLC (SEIA) is an affiliate of SIP. SEIA and SIP have shared personnel. Signature Intelligent Portfolios, LLC (“SIP”) and Signature Investment Advisors, LLC (“SIA”) are affiliates of Signature Estate & Investment Advisors, LLC (“SEIA”). SEIA has been providing Investment Advisory Services since 1997. SEIA is a Registered Investment Advisor under The Act. The principal owner is Brian D. Holmes, founder, President, CEO, and Secretary. Mr. Holmes has been in the financial services industry since 1984. SEIA provides investment advisory services direct to individuals, high net worth individuals and organizations. SIA provides investment advisory services to clients referred from various promoter firms. SIP provides investment advisory services to clients referred from SEIA.

IARs of SIP are also IARs of SEIA and may also be IARs of SIA. SEIA, SIA and SIP are all Registered Investment Advisers under The Act. SEIA, SIA and SIP have shared personnel. IARs and other associated persons of SIP may also act in other capacities for SEIA and/or SIA and would have additional disclosures if/when acting

under SEIA or SIA. If a client were to receive services of SEIA, then the client would receive the SEIA disclosure document. It is not anticipated that SIP clients will be clients of SIA. However, if a client were to receive services of SIA, then the client would receive the SIA disclosure document.

SEIA has other affiliated companies, Signature Comprehensive Insurance Services LLC (“SCIS”) & Signature Estate & Insurance Services LLC (“SEIS”). It is not anticipated that SIP clients will be clients of SCIS or SEIS. However, if a client were to receive services of SCIS or SEIS, then the client would receive proper disclosure. SEIA, SIP, SCIS and SEIS have shared personnel.

Item 11: Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

Code of Ethics

SIP maintains a Code of Ethics. The Code of Ethics sets forth standards of conduct expected of advisory personnel; requires compliance with federal securities laws; and, addresses conflicts that arise from personal trading by advisory personnel. Clients or prospective clients may request a copy of the Code of Ethics.

Employee Personal Trading

SIP’s policy is designed to mitigate conflicts of interest with our clients. We will adhere to the Advisor's fiduciary responsibilities to our clients. At times the interests of SIP and/or its access persons correspond with our client's interests, and then we may invest in the same securities that are recommended to clients. It may be the case that an employee transacts in the same security at or about the same time as a client. Additionally, these access persons may trade in securities not recommended to clients, when their investment objectives differ. SIP personnel may take more or less risk in their personal investing compared to what is recommended to clients. We are mindful that SIP and its access persons shall not misappropriate an investment opportunity that should first be offered to eligible clients.

SIP has a personal trading policy designed to supervise employees personal trading activities and monitor for potential conflicts of interest. SIP monitors its access persons’ personal security transactions on an on-going basis. All flags detected by the system will be reviewed by the compliance department. Review will be documented.

Should a material conflict be detected the access person may be required to reverse the transaction, pay the difference related to the access person receiving a better price on a particular security on the same day as a client or make disclosure to the client(s) of a material conflict. Incidental trading not deemed to be a conflict (i.e. a purchase or sale of an access person’s prior holding of a security which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be deemed a material conflict.

SIP and its access persons will keep records of all personal securities transactions whether executed through the firm or not.

Item 12: Brokerage Practices

The custodians we use

SIP (“we” / “our”) does not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw assets or move money from your account (see the section on **Custody** below). For investment management services, your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. SIP requires that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC or Fidelity Brokerage Services LLC (Fidelity), a registered broker-dealer, member SIPC, as the qualified custodian. SIP is independently owned and operated and is not affiliated with Schwab or Fidelity. While we require that you use Schwab or Fidelity as custodian/broker, you will decide whether to do so and will open your account with Schwab or Fidelity by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Schwab or Fidelity, then we cannot provide investment management services for your account. Not all advisors require their clients to use a particular broker-dealer or custodian selected by the advisor. You may be able to find similar investment management services to those offered by SIP at a different advisor that may not require your accounts be held at Schwab or Fidelity. SIP does not permit clients to direct brokerage as such direction may adversely affect our ability to manage the account. SIP is not affiliated with Schwab or Fidelity. The Investment Advisor Representatives of our firm are not registered representatives of Schwab or Fidelity and do not receive any commissions or fees from them for requiring or recommending the use of their services.

How we select custodians

We seek to use a custodian/broker that will hold your assets and execute transactions on terms that are, overall, most advantageous when compared with other available providers and their services. We consider a wide range of factors, including:

- Availability of an automated investment management program
- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, security and stability
- Prior service to us and our clients
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us from Custodians and other third-parties")

Your brokerage and custody costs

For our clients' accounts that Schwab or Fidelity maintain, Schwab and Fidelity generally do not charge you separately for custody services but are compensated by charging you commissions or other fees on trades that they execute or that settle into your account, transaction-based fees. Schwab and Fidelity are also compensated by earning interest on the uninvested cash in your account. Clients that elect to open their account at Schwab will use Schwab Intelligent Portfolio® platform and have all transactions routed to Schwab for execution while clients that elect to open their account at Fidelity will use the AMP platform and have all transactions routed to Fidelity for execution. As a result, clients should be aware that this practice may not always result in the most favorable price as compared to another broker-dealer. SIP, CSIA and GCM all work to confirm clients receive best execution. Best execution does not solely seek the most favorable priced execution but instead seeks the best execution based on both quantitative and qualitative factors. Clients will not be charged commissions on transactions on either platform. SEIA's trading department and Compliance meet periodically to review trades, any significant trends and issues that occurred during the period, which can result in establishing new procedures as needed.

With respect to CSIA Intelligent Portfolios, the Sweep Program is a feature of the Program required by CSIA. Each investment strategy involves a cash allocation to the Sweep Program. The cash allocation will be a mandatory minimum of 4% of the account's value to be held in cash, and may be higher, depending on the chosen investment strategy and the amount of the cash allocation set for that investment strategy. Charles Schwab Bank, an FDIC-insured depository institution that is a Schwab affiliate, earns income on the Cash Allocation for each investment strategy, creating a potential conflict of interest for CSIA. Additional details regarding the Sweep Program are described further in the Program Disclosure Brochure.

With respect to AMP, 15 basis points (bps) of the client fee is allocated to Fidelity. In exchange for this 15 bps fee, the client receives access to eMoney.

Both CSIA Intelligent Portfolios and AMP both use a significant allocation to their respective Schwab and Fidelity proprietary funds. SIP does not, but Schwab and Fidelity earn additional revenue when clients hold these positions.

Other Fees & Expenses:

SIP's Advisory fees do not cover all fees that the client may incur. Other types of fees will be incurred in connection with SIP advisory services including but not limited to separate account manager fees, short term redemption fees, redemption fees, short settlement fees, mutual fund expenses and no transaction fee funds.

Short Term Redemption Fees: Short-term redemption fees (STRF) occur when a fund is sold and is held for less than a certain number of days, typically 60 days. These fees will be incurred in client accounts if the client trade instruction requires the sale prior to the expiration of the designated short-term holding period. STRF at Schwab are \$49.95. STRF at Fidelity are calculated as .005% of trade value with a minimum of \$30 and a maximum of \$200. STRF can be avoided if the fund is held longer than the designed short-term period. The short-term redemption fee charged by the custodian is different and separate from a redemption fee assessed by the fund itself.

Redemption Fee: A redemption fee is another type of fee that some funds charge their shareholders at redemption (sale). A redemption fee is deducted from redemption proceeds and is typically used to defray fund costs associated with a shareholder's redemption and is paid directly to the fund. Some, but not all, funds carry a redemption fee. These fees do not expire. These fees will be incurred in client accounts if

the client trade instruction requires the sale of a fund with a redemption fee. Not all funds have redemption fees, so please review the fund's prospectus for information on redemption fees charged by a particular fund.

Short Settlement Fees: Short settlement is defined as an equity trade that settles earlier than the normal settlement cycle. Normal settlement for equities is trade date plus two business days. These fees will be incurred in client accounts if the client trade instruction requires early settlement. Fees may be cents per share, percentage of transaction value or both.

Mutual Fund Expenses: As with any business, running a mutual fund involves costs. For example, there are costs incurred in connection with particular investor transactions, such as investor purchases, exchanges, and redemptions. There are also regular fund operating costs that are not necessarily associated with any particular investor transaction, such as investment advisory fees, marketing and distribution expenses, brokerage fees, and custodial, transfer agency, legal, and accountants' fees. Some funds cover the costs associated with an individual investor's transactions and account by imposing fees and charges directly when investors buy or sell a fund, while others charge fees periodically to all shareholders in the fund. Mutual Fund expenses are presented in the fund's prospectus. Please review the fund's prospectus for information on all fees and expenses charged by a particular fund. These fees and charges are identified in a fee table, located near the front of a fund's prospectus, under the heading "Shareholder Fees." Funds typically pay their regular and recurring, fund-wide operating expenses out of fund assets, rather than by imposing separate fees and charges on investors. Keep in mind, however, that because these expenses are paid out of the fund's assets, investors are paying them indirectly. These expenses are identified in the fee table in the fund's prospectus under the heading "Annual Fund Operating Expenses."

No Transaction Fee Funds: Allow an investor to buy and sell fund shares without incurring a commission. However, these funds will incur short-term redemption fees, if applicable, and a service charge assessed by the custodian. The custodians reserve the right to change the funds they make available without transaction fees and to reinstate fees on any fund.

Products and services available to us from Custodians and other third-parties

Schwab and Fidelity provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to retail customers. Schwab and Fidelity also make available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. These support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of support services:

Services that benefit you. Schwab and Fidelity institutional 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 Schwab and Fidelity include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Services described in this paragraph generally benefit you and your account.

Services that may not directly benefit you. Schwab and Fidelity also make available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both proprietary and that of third parties. We may use this research to service all or a substantial number of

our clients' accounts, including accounts not maintained at Schwab or Fidelity. In addition to investment research, Schwab 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 and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us. Schwab and Fidelity also offer other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support
- Compliance Technology

Schwab and Fidelity may provide some of these services themselves. In other cases, they will arrange for third-party vendors to provide the services to us. Schwab and Fidelity may discount or waive their fees for some of these services or pay all or a part of a third party's fees. Schwab and Fidelity may also provide us with other benefits, such as occasional business entertainment of our personnel. Other third parties, such as fund companies, may provide support that generally benefit only us. These companies contribute to expenses of SIP seminars and other events.

The availability of these services benefits us because we do not have to produce or purchase them. We don't have to pay for these services. These services are not contingent upon us committing any specific amount of business to Schwab and Fidelity in trading commissions or assets in custody. This creates an incentive to require that you maintain your account with Schwab or Fidelity, based on our interest in receiving these services that benefit our business and Schwab or Fidelity's payment for services for which we would otherwise have to pay rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that our selection of Schwab or Fidelity as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of all services (see "How we select brokers/ custodians") and not only the services that benefit only us.

The availability of these services benefits us because we do not have to produce or purchase them. We don't have to pay for these services. These services are not contingent upon us committing any specific amount of business to a fund company in trading or assets with one company. This creates an incentive to invest with specific fund companies, based on our interest in receiving these services that benefit our business and the third parties payment for services for which we would otherwise have to pay rather than based on your interest in receiving the best investment selection. This is a conflict of interest. We believe, however, that our investment selection is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of all services and not only the services that benefit only us.

For additional specific details on the brokerage practices of the two platforms please review the GCM ADV 2A brochure for Fidelity Automated Managed Platform Managed Account Service or the CSIA Program Disclosure Brochure.

Error Correction

Although SIP takes all reasonable steps to avoid errors in our trading process, errors do occasionally occur. SIP's policy is that trade errors be resolved promptly from when they are discovered and, in a manner, so that the client will be in the same position as they would have been had the error not occurred. Errors must be brought to the attention of the firm within three months from trade date for the error to be eligible for trade correction. After three months the firm will work with the client on a case-by-case basis to determine an appropriate corrective action if possible. There is no single solution to every trading error. Resolution must be determined on a case-by-case basis in line with our fiduciary duty to the client. SIP will determine the most appropriate calculation methodology on a case-by-case basis with respect to the specific details of each trade error. A theoretical claim of a lost opportunity based on a what-if scenario is not considered a trade error.

Cross and Principal Trades

SIP does not execute cross transactions. SIP does not participate in principal trades.

Soft Dollar Practices

SIP does not participate in any programs for soft dollar credits. See the section titled, " Products and services available to us from Custodians and other third parties" for information on soft dollar benefits.

Client Referrals from Brokers

See the main section heading **Client Referrals & Other Compensation** (below) for disclosure.

Trade Aggregation

Trade orders for client portfolios are generated by CSIA and GCM automated investment engine and as such SIP does not have anything to disclose in this section. For additional specific details on trade aggregation policies please review the GCM ADV 2A brochure for Fidelity Automated Managed Platform Managed Account Service or the CSIA Program Disclosure Brochure.

Item 13: Review of Accounts and Reports on Accounts

Review of Accounts

A record keeping profile is established and maintained on SIP's Client Relationship Management system for each client. This record will include information regarding client's financial profile. SIP will seek to keep

this information updated through an annual mailing where clients have the opportunity to update or confirm the information SIP has on file. Clients’ portfolios are reviewed and approved when they are initially opened. More frequent reviews may be triggered by material changes in the client’s financial situation or investment objectives and major market or economic events. Clients who have experienced material changes in their financial situation or investment objectives should promptly update their information on the online questionnaire.

SIP’s Department of Investment Management and Economic Strategy (“DIMES”) monitors and makes any necessary updates to the available strategies on a continuous basis.

Reports on Accounts

We do not provide written reports to clients, except by client request. Clients will receive standard account statements from the qualified custodian or investment sponsor.

Item 14: Client Referrals & Other Compensation

Compensation for Client Referrals

SIP does compensate for client referrals. All solicitors’ agreements are in compliance with The Investment Advisors Act. In addition, all applicable federal and state laws will be observed. All clients procured by outside solicitors will be given full written disclosures by the solicitor, describing the terms and fee arrangements between SIP and the solicitor, prior to or at the time of entering into the advisory agreement.

SIP has entered into an agreement with SEIA to compensate for client referrals. SIP pays all solicitor fees under this arrangement to SEIA.

	Total Advisory Fee	SIP	Solicitor (SEIA)	Custodian
Charles Schwab Accounts	50 bps	5 bps	45 bps	0 bps
Fidelity Accounts	65 bps	5 bps	45 bps	15 bps*

*Client receives eMoney

Other Compensation Arrangements

We receive an economic benefit from Schwab and Fidelity in the form of the support products and services (Soft Dollar Benefits) they make available to us. These products and services, how they benefit us, and the related conflicts of interest are described above in **Brokerage Practices**.

Item 15: Custody

SIP has limited custody of some of our clients’ funds or securities when the clients authorize us to deduct our management fees directly from the client’s account. SIP is also deemed to have custody of clients’ funds or securities when clients have standing authorizations (“SLOA”) with their custodian to move money from their account to a third-party or first-party wire and under that SLOA authorize SIP to designate the amount or timing of transfers with the custodian. The SEC has set forth a set of standards

intended to protect client assets in such situations, which we follow. The conditions are as follows: (1) The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed. (2) The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time. (3) The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer. (4) The client has the ability to terminate or change the instruction to the client's qualified custodian (5) The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction. (6) The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser. (7) The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

A qualified custodian holds clients' funds and securities. Clients will receive statements directly from their qualified custodian at least quarterly. The statements will reflect the client's funds and securities held with the qualified custodian as well as any transactions that occurred in the account, including the deduction of our fee.

Clients should carefully review the account statements they receive from the qualified custodian. Clients with any questions about their statements should contact SIP at the address or phone number on the cover of this brochure. Clients who do not receive a statement from their qualified custodian at least quarterly should contact SIP or the Custodian directly.

Item 16: Investment Discretion

A limited power of attorney will be obtained from clients. SIP has discretionary authority to manage accounts enrolled in the Program. SIP will not have authority to withdraw funds or to take custody of client funds or securities, other than as described under **Custody** above.

CSIA and GSM as subadvisors, assume discretionary trading and investment authority over the assets in the SIP platform account. The subadvisor will manage each account based on the model selected by SIP in conjunction with the client and based off the online questionnaire. This discretionary authority is subject to the reasonable restrictions requested by clients and accepted by SIP, CSIA and GSM as applicable.

Item 17: Voting Client Securities

SIP does not vote client securities. It is the client's responsibility to vote with regards to their securities. SIP may respond to client inquiries regarding voting client securities in an educational fashion. Clients will receive voting materials and other relevant information directly from their custodian. If voting materials are inadvertently received by SIP they will be promptly forwarded to the client. Voting is ultimately the clients' decision and responsibility.

Item 18: Financial Information

An investment advisor must provide financial information if a threshold of fee prepayments is met or, if there is a financial condition likely to impair the ability to meet contractual commitments; or, a bankruptcy within the past ten years. SIP does not have any disclosure items in this section.