

# Financial Dimensions Group, Inc.

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**August 9, 2023**

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

This brochure provides information about the qualifications and business practices of Financial Dimensions Group, Inc. If you have any questions about the contents of this brochure, please contact us at 651-481-6280 or [gloria@fdg-advisors.com](mailto:gloria@fdg-advisors.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.

Additional information about Financial Dimensions Group, Inc. is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Our Firm IARD/CRD number is 115143.

Any references to Financial Dimensions Group, Inc. as a registered investment adviser or its related persons as registered Advisory Representatives does not imply a certain level of skill or training.

## Item 2 Summary of Material Changes

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

Since the filing of our last annual updating amendment, March 2, 2023, we have made the following material changes to our brochure:

- Items 4, 5, 10, 12 & 14 were updated to reflect the Royal Alliance name change to Osaic Wealth, Inc.
- Item 5 was updated the description of advisory services offered and to disclose that payment of advisory fees is dependent on how contracted.
- Item 7 was updated for the minimum program account requirements.
- Item 10 was updated to remove reference to Andrew McKenney as he is no longer associated with FDG.

A copy of our updated brochure is available to you free of charge and may be requested by contacting us at 651-481-6280 or [gloria@fdg-advisors.com](mailto:gloria@fdg-advisors.com). Our brochure may also be obtained from our website at [www.FDG-Advisors.com](http://www.FDG-Advisors.com).

Additional information about FDG is also available via the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The IARD number for FDG is 115143. The SEC's website also provides information about any persons affiliated with FDG who are registered, or are required to be registered, as Advisory Representatives of FDG.

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## Item 4 Advisory Business

Financial Dimensions Group, Inc. (hereinafter referred to as "FDG") is an investment advisory firm offering asset management and financial planning and consulting services customized to your individual needs. In addition, FDG offers retirement consulting services.

FDG was formed under the laws of the State of Minnesota in 1995 and filed for investment adviser registration with the State of Minnesota in February 2002. FDG was registered with the State of Minnesota from 2002 until 2012. FDG filed for registration with the Securities and Exchange Commission in October 2012. The two equal owners of FDG are Gregg R. Anderson, CRD number 846528, and Gloria J. Pozzini, CRD number 1551179. Gregg is the President, Chief Compliance Officer, and an Advisory Representative of FDG. He has been in the financial services industry since 1978. Gloria is a Board Member and an Advisory Representative of FDG. She has been in the financial services industry since 1986. Additional business information about Gregg, Gloria, and the other Advisory Representatives who work with clients is disclosed in the Supplemental Brochures attached to this brochure.

FDG offers the following advisory services, with each service more fully described below:

- Asset Management
  - VISION2020 Wealth Management Platform – Advisor Managed Portfolios Program
  - VISION2020 Wealth Management Platform – Unified Managed Account Program
- Financial Planning and Consulting Services
- Retirement Consulting Services

FDG has several Advisory Representatives located in various office in the United States. The Advisory Representatives are independent contractors of FDG. Each Advisory Representative has their own fee schedule that cannot exceed the fee schedules disclosed in Item 5 below. Further, your Advisory Representative is able to charge more or less than another FDG Advisory Representative. An Advisory Representative's fees are not correlated to experience, education, or any other aspect.

We tailor our advisory services to your individual needs. You can request us to restrict and/or limit certain securities or types of securities when we invest for you. To begin the process, we will ask you to complete a client profile inventory documents and a risk tolerance questionnaire to assist us with obtaining information about your financial situation and history. Additionally, one or more of our Advisory Representatives will meet with you and conduct an interview and data-gathering session to continue the due-diligence process. We will discuss your desired level of risk, your knowledge of investing, and how we can best meet your needs. The information we collect will help us to provide a program customized to your financial situation.

Depending on the services you have requested, we will gather various financial information and history from you such as:

- Retirement and financial goals
- Investment objectives
- Investment horizon
- Existing portfolio statements, including retirement account information
- Financial needs
- Tax bracket information
- Cash-flow analysis
- Cost-of-living needs
- Savings tendencies
- Other applicable financial information to provide the investment advisory services requested.

We use financial planning software such as Naviplan, Right Capital, EMoney, Profiles, Morningstar, and/or asset allocation programs to help us to assess your needs and develop customized solutions. These programs do not predict future results and do not prevent market fluctuations, loss, or provide any assurance you will attain your financial goals.

### **ASSET MANAGEMENT SERVICES**

Once we complete our analysis of your situation, we will work with you to determine which of our programs is best suited to your needs. Your Advisory Representative will determine an asset allocation customized to your financial goals, objectives, and risk tolerance. Your portfolio allocation will take into consideration your limitations or restrictions, the market and economy at the time, and your financial situation, goals, and objectives.

Our Advisory Representative will schedule a meeting with you and present the recommended portfolio allocation. Upon your approval, we will implement the initial portfolio allocation. After we implement the initial portfolio allocation, with your written approval as indicated in the Asset Management Agreement, we will provide continuous and ongoing management of your accounts.

FDG offers continuous and ongoing asset management services on a discretionary or non-discretionary basis.

- In a discretionary account, we will manage your account and make changes to the allocation as we deem appropriate. We will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you.
- In a non-discretionary account, we will contact you to discuss our recommendations. No changes will be made to the allocation of your account without prior consultation with you.

Depending on your specific goals and objectives, we will generally hold positions in your account for a long term, even more than a year, or we may actively trade some securities holding such positions for periods of 30 days or fewer. Your portfolio may be similarly managed and contain similar holdings as compared to other clients' managed accounts.

Since our investment strategies and advice are based on each client's specific financial situation, the investment advice we provide to you may be different or conflict with the advice we give to other clients regarding the same security or investment.

Our Advisory Representatives primarily use open-ended mutual funds, including no-load and load waived or mutual funds purchased at net asset value (NAV), and Exchange Traded Funds (ETFs). However, managed accounts are not exclusively limited to mutual funds and ETFs and occasionally include exchange listed or over-the-counter stocks or other products as are suitable based on your goals and objectives. We utilize A shares purchased at net asset value and institutional share classes. It is important to understand A shares have higher internal expenses but often have lower or no transaction costs. Over a period of time, A shares will become more expensive. Institutional share classes have a lower internal expense but often have higher transaction costs. Over a long period of time, institutional share classes are less expensive. Additionally, it is in the client's best interest and a conflict of interest for A shares to be used in a wrap account.

In acting in a client's best interest, FDG strives to have clients invested in Institutional share classes, which are less costly to clients versus A shares. A shares are those that carry a front-end load, which is waived in advisory accounts. This means that investors pay fees upfront when they purchase shares on the mutual fund. These fees vary, depending on the type of fund and number of shares purchased.

Institutional class shares typically do not have upfront fees. Institutional class shares have lower fees than other mutual fund classes. These shares have a minimum investment requirement, while A shares have lower minimums, so some investors will not be eligible to invest in Institutional shares.

Further, A shares have 12b-1 fees, which fees come from fund assets, therefore, indirectly from your assets. Institutional share classes typically do not pay 12b-1 fees. Some Fund fees include 12b-1 fees which are internal distribution fees assessed by the Fund, all or a portion of which are paid to the distributor(s) of the Funds. FDG and your Advisory Representative do not retain 12b-1 fees paid by the Funds. In certain instances, there is opportunity to be eligible to purchase certain mutual funds and ETFs without incurring transaction charges subject to certain conditions. For details, please refer to Item 4 (No Transaction Fee Programs) of the Advisor Managed Portfolios wrap fee brochure.

As a result, there is a conflict of interest because the receipt of the compensation provides an incentive to recommend investment products based on the compensation received, rather than on client needs. However, there are some funds where institutional share classes are not available, or the client does not meet the minimums. Thus, it can still be in the clients' best interest to be in the A shares, despite the higher cost. FDG has processes in place to help ensure that it is suitable for the clients to be invested in A shares.

Please refer to additional disclosures under Item 8.

Transactions in the account, account reallocations, and rebalancing may trigger a taxable event, with the exception of IRA accounts, 403(b) accounts, and other qualified retirement accounts.

As further described below, FDG has entered into a relationship to offer you brokerage services through Osaic Wealth, Inc. ("Osaic Wealth"). There is no affiliation between FDG and Osaic Wealth. If you select another brokerage firm for custodial and/or brokerage services, you will not be able to receive asset management services from FDG.

Advisory Representatives of FDG are associated with Osaic Wealth as Registered Representatives. Osaic Wealth is a diversified financial services company registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Our Advisory Representatives recommend the purchase of securities offered by Osaic Wealth. If you purchase these products through them, they will receive normal commissions, which will be in addition to advisory fees. Therefore, a conflict of interest exists between their interests and your best interests. It is important to understand investment advisers have a fiduciary obligation to provide advice and services through the investment adviser that are in the best interest of the client. However, when advisory representatives act in the capacity as a registered representative, their obligation is to make recommendations and conduct transactions that are suitable to you but are not necessarily be in your best interest. Although our Advisory Representatives' security sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives they have to sell certain securities products and are encouraged to ask them about any conflict presented.

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

Accounts may not be established by the deposit of securities or the depositing of additional securities into existing fee-based brokerage accounts, which were purchased by you on a commission basis in the prior 36 months through Osaic Wealth. The purpose of this prohibition is to prevent you from paying duplicative or extra charges. You may also not want to open fee-based brokerage accounts

with the proceeds from the sale of commission trades because you will then bear the transaction fees on purchases and sales of the commission trades and the fees and charges associated with the fee-based brokerage account.

FDG offers a variety of programs under our Asset Management Service, many of which are wrap-fee programs. A wrap-fee program is a fee-based account for which you will pay a single fee for asset allocation, asset management services, and brokerage services. FDG and Advisory Representatives of FDG will receive a portion of the wrap fee for providing these advisory services. FDG offers access to the following wrap-fee programs: The Wealth Management Platform – Advisor Managed Portfolios and The Wealth Management Platform – Unified Managed Account Program. Prior to investing in these programs, we will provide you with the Wrap-Fee Program Brochure issued by the program sponsor, Vision2020 Wealth Management, Corp.

### **VISION2020 WEALTH MANAGEMENT PLATFORM – ADVISOR MANAGED PORTFOLIOS**

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

Advisor Managed Portfolios provides risk tolerance assessment, efficient frontier plotting, fund profiling and performance data, and portfolio optimization and re-balancing tools. Using these tools and based on your responses to a risk tolerance questionnaire ("Questionnaire") and discussions that we have together regarding, among other things, your personal investment objective and goals, risk tolerance, investment time horizon, account restrictions, needs, personal circumstances and overall financial situation, your Advisory Representative constructs a portfolio of investments for you. Your Advisory Representative has the option to allocate your portfolio amongst a mix of stocks, bonds, options, exchange-traded funds, mutual funds, debt and fixed income securities, variable life and variable annuity sub-accounts and other securities ("Program Investments") which are based on your investment goals, objectives and risk tolerance.

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

An initial minimum balance of \$10,00 is required to open an account in the AMP Program.

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

### **VISION2020 WEALTH MANAGEMENT PLATFORM – UNIFIED MANAGED ACCOUNT PROGRAM**

The Wealth Management Platform – Unified Managed Account Program ("UMA") provides you with the opportunity to invest your assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. UMA is a Wrap Account program that offers these advisory services along with brokerage and custodial services for a single, annual, asset-based advisory fee.

After you discuss your financial goals and objectives with your Advisory Representative, your Advisor will recommend an asset allocation model ("UMA Model") to you which will consist of various asset classes such as equities, fixed income, cash and equivalents, or alternative investments. Your Advisory Representative selects appropriate Investment Managers and Funds to fulfil your asset allocation model consisting of:

- a) Investment Strategies serviced and created by Investment Managers and/or your Advisory Representative that generally consist of a selection of mutual funds, exchange traded products, equities and/or bonds;
- b) Mutual funds and ETFs ("Funds"); or
- c) A combination of the preceding bundled together in an investment asset allocation model (individually or collectively, "Program Investment").

We Your Advisory Representative will suggest a UMA Model Program Investments suitable for you based on your responses to a risk-tolerance questionnaire ("Questionnaire") and/or discussion between you and Your Advisory Representative regarding among other things, your personal investment objectives and goals, risk tolerance, investment time horizon, Program account restrictions and overall financial situation. In addition, you can place reasonable restrictions on investments held within your UMA Program account. All recommendations in the UMA are made on a discretionary basis, which means your Advisory Representative can act without your prior approval.

An initial minimum balance of \$5,500 is required to open an account in the UMA Program.

**For further UMA details, please see The Wealth Management Platform – Unified Managed Account Wrap Fee Program Brochure. We provide this brochure to you prior to or concurrent with your enrollment in UMA. Please read it thoroughly before investing.**

## **FINANCIAL PLANNING**

We provide a variety of financial planning services to you regarding the management of your financial resources, based on an analysis of your needs. Generally, such financial planning services will involve preparing a financial program for you based on your financial circumstances and objectives. This information typically covers present and anticipated assets and liabilities, including insurance, savings, investments, and anticipated retirement or other employee benefits.

Our financial planning typically includes general recommendations for a course of activity or specific actions that you should take. For example, recommendations to obtain insurance or revise existing coverage, establish an individual retirement account, increase or decrease funds held in savings accounts, or invest funds in certain securities. We may refer you to an accountant or attorney for development of tax and/or estate plans.

Financial planning services to be provided to you will be outlined on the client agreement that you sign with us and will include one or more of the following: Financial Plan Analysis, Estate Planning, Employee Benefits Analysis, Insurance Review/Analysis, Tax Planning, Education Planning, Asset Allocation Analysis, Retirement Planning, 401(k) Review, and other topics of importance to the client.

## **FINANCIAL CONSULTING SERVICES**

In addition to financial planning services we provide you with consultation on various financial topics to address your specific needs and objectives. Our consultation can include financial counseling, account reviews, securities research and other advisory services related to investments. Consulting services, while similar to traditional financial planning, provide you with several distinct services such as: Budget Planning, Cash Flow Analysis, Debt Management. Education Planning, Estate, Legacy or Multigenerational Planning, Family Financial Planning, Life Transition Planning, Major Purchase Planning, Philanthropic/Charitable Planning and Special Needs Planning.

Consulting services can be narrow in scope and do not always take into consideration all areas of the client's financial situation. Consulting services provided should not be construed as investment advice.



Financial Planning and Consulting Services are provided pursuant to a separate agreement for a negotiated, agreed upon fee.

### **RETIREMENT PLAN CONSULTING SERVICES**

We offer retirement consulting services to employee benefit plans and their fiduciaries. The services are designed to assist the plan sponsor (the "Company") in meeting its management and fiduciary obligations to the plan under ERISA. Retirement consulting services will consist of general or specific advice, and include any one or all of the following:

1. Platform Provider Search and Plan Set-up
2. Strategic Planning and Investment Policy Development/Review
3. Plan Review
4. Plan Fee and Cost Review
5. Acting as Third-Party Service Provider Liaison
6. Assessment of Plan Investments and Investment Options
7. Plan Participant Education and Communication
8. Investment Advice to Participant
9. Plan Benchmarking and Performance Review
10. Plan Conversion to New Vendor Platform
11. Assistance in Plan Merger
12. Legislative and Regulatory Updates; Plan Corrections. The Company may also engage us to provide a review of executive benefits, for separate compensation.

We will determine with the Company in advance the scope of services to be performed and the fees for all requested services. Prior to engaging us to provide pension consulting services, the Company will be required to enter into a written agreement with us setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the relevant fees and fee-paying arrangements. The services outlined above that we provide are explained in more detail in the written agreement. We will also provide additional disclosures about our services and fees, where required by ERISA.

When we perform our agreed upon services, we will not be required to verify the accuracy or consistency of any information received from the Company.

We will serve in a non-discretionary ERISA fiduciary capacity with respect to some but not all of the services that we provide, which will be further explained in the written agreement we sign with the Company. The Company is always free to seek independent advice about the appropriateness of any recommendations made by us.

### **General Information**

The investment recommendations and advice offered by FDG and your Advisory Representatives are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. Our primary goal is to help our clients identify and pursue their financial goals, thereby enhancing the overall quality of their lives.

### **IRA Rollover Recommendations**

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable,

which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

### **IRA Rollover Considerations**

As part of our consulting and advisory services, we may provide you with recommendations and advice concerning your employer retirement plan or other qualified retirement account. We may recommend that you withdraw the assets from your employer's retirement plan or other qualified retirement account and roll the assets over to an individual retirement account ("IRA") that we will manage. If you elect to roll the assets to an IRA under our management, we will charge you an asset-based fee as described in Item 5. This practice presents a conflict of interest because our investment advisory representatives have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Furthermore, if you do complete the rollover, you are under no obligation to have your IRA assets managed by us.

Employers may permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of each.

An employee will typically have four options:

1. Leave the funds in your employer's (former employer's) plan.
2. Roll over the funds to a new employer's retirement plan.
3. Cash out and take a taxable distribution from the plan.
4. Roll the funds into an IRA rollover account.

Each of these options has advantages and disadvantages. Before making a change, we encourage you to speak with your financial advisor, CPA, and/or tax attorney.

Before rolling over your retirement funds to an IRA for us to manage, carefully consider the following. NOTE: This list is not exhaustive.

1. Determine whether the investment options in your employer's retirement plan address your needs or whether other types of investments are needed.
  - a. Employer retirement plans generally have a more limited investment menu than IRAs.

- b. Employer retirement plans often have unique investment options not available to the public, such as employer securities or previously closed funds.
2. Your current plan may have lower fees than our fees.
  - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IAR.
  - b. You should understand the various products and services available through an IRA provider and their costs.
  - c. It is likely you will not be charged a management fee and will not receive ongoing asset management services unless you elect to have such services. If your plan offers management services, there may be a fee associated with the service that is more or less than our asset management fee.
3. Our strategy may have higher risk than the options provided to you in your plan.
4. Your current plan may offer financial advice, guidance, management, and/or portfolio options at no additional cost.
5. If you keep your assets titled in a 401(k) or retirement account, and you are still working, you could delay your required minimum distribution beyond age 73.
6. Your 401(k) may offer more liability protection than a rollover IRA; each state may vary. Generally, Federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies; however, there can be exceptions. Consult an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401(k), but not from an IRA.
8. IRA assets can be accessed any time; however, prior to age 59 ½, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception, such as disability, higher education expenses, or a home purchase.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand your options, their features and their differences, and decide whether a rollover is best for you. If you have questions, contact your investment adviser representative or call our main number listed on the cover page of this brochure.

### **Assets Under Management**

As of January 23, 2023, we provide continuous management services for \$1,736,026,904 in client assets on a discretionary basis, and \$447,687,605 in client assets on a non-discretionary basis.

## **Item 5 Fees and Compensation**

### **ASSET MANAGEMENT SERVICES**

Our fees are negotiable and are not based on a share of capital gains or capital appreciation of the funds or any portion of the funds in your account. Fees for the Vision2020 Programs noted below are calculated based on the actual number of days in a quarter (89, 90 or 91, as applicable) and either as of the last business day of the preceding calendar quarter or on the average daily balance of the account depending on how contracted.

You can make additions to the account or withdrawals from the account at any time. You may withdraw account assets upon notice to FDG, subject to the usual and customary securities settlement procedures. No fee adjustments will be made for partial withdrawals or deposits or for account appreciation or depreciation within a billing period.

If the account is established or closed during the middle of a month, you will pay a prorated portion of the advisory fee based on the number of days the account was under FDG's management. Advisory fees will be charged to and collected directly from your account. We will provide you with a fee invoice that identifies the advisory fee, the value of your account, and how the fee was calculated. Additionally, you will be provided with an account statement reflecting the deduction of the advisory fee.

You will also pay fees for custodial services, account maintenance fees, and other fees associated with maintaining the account. These fees are not charged by FDG and are charged by the product, broker-dealer, or account custodian. FDG does not share in any portion of these fees.

As previously indicated, FDG's Advisory Representatives are dually Registered Representatives of Osaic Wealth, Inc. ("Osaic Wealth"), a registered broker-dealer, member of the Financial Regulatory Association (FINRA) and SIPC. As Registered Representatives, they will receive trail commissions (i.e., 12b-1 fees) for a period of time as a result of directing securities transactions through Osaic Wealth. Load and no-load mutual funds will pay annual distribution charges, sometimes referred to as 12b-1 fees. 12b-1 fees come from fund assets, therefore, indirectly from your assets. 12b-1 fees will be initially paid to Osaic Wealth and a portion passed to the Advisory Representatives in their role as Registered Representatives. The receipt of these fees represent an incentive for the Advisory Representatives, when acting as Registered Representatives, to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there is a conflict of interest because the receipt of compensation provides an incentive to recommend investment products based on the compensation received, rather than on your needs.

12b-1 fees for transactions conducted in fee-based accounts will be credited back to the client and will not be retained by FDG or your Advisory Representative. Institutional share classes typically do not pay 12b-1 fees.

Commissions and other compensation for the sale of investment products recommended to clients, including asset-based distribution fees from the sale of mutual funds, is more than 50 percent of the total revenue derived from advisory clients for certain Advisory Representatives. As noted above, you are not obligated to implement advice through FDG or its Advisory Representatives. However, if you do, advisory fees are not reduced by any commissions earned. You are able to purchase the securities recommended by FDG directly or through other brokers or agents not affiliated with FDG.

We attempt to mitigate conflicts of interest by:

- Informing you of conflicts of interest in our disclosure document and agreement
- Maintaining and abiding by our Code of Ethics, which requires us to place your interests first and foremost
- Advising you of the right to decline to implement our recommendations and the right to choose other financial professionals for implementation.

In addition, Advisory Representatives who are registered representatives of Osaic Wealth are subject to their supervision.

#### *Termination Provisions*

You may terminate investment advisory services obtained from FDG, without penalty, within 5 business days after entering into the advisory agreement with FDG. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any securities transactions executed and Account maintenance or custodial fees. Thereafter, you may terminate investment advisory services upon written notice to FDG.

## **VISION2020 WEALTH MANAGEMENT PLATFORM – ADVISOR MANAGED PORTFOLIOS PROGRAM**

We offer Advisor Managed Portfolios Program as an account where no separate transactions charges apply, and a single fee is paid for all advisory services and transactions ("Wrap Account"). In a Wrap Account the wrap fee can be set up so that either the Firm or the Advisory Representative pays the underlying ticket charges for securities transactions. In cases where the Advisory Representative pays the ticket charges, the Advisory Representative may be incentivized to trade less frequently which results in the Advisory Representative retaining a greater portion of the wrap fee. The Firm has policies and procedures to monitor and reduce the risk of this occurring. For new accounts, the Firm no longer offers the option for the advisory representative to pay the underlying ticket charges.

We also offer Advisor Managed Portfolios with separate advisory fees and transaction charges ("Non-Wrap Account"). As such, in addition to the account fee described below for advisory services, you will also pay separate per-trade transaction charges in accordance with the custodian's transaction fee schedule.

In both Wrap Fee and Non-Wrap Fee accounts, you pay a monthly or quarterly Account Fee. Monthly or quarterly Account Fees are charged in advance or arrears, based upon the market value of the assets held in your account as of the last business day of the preceding calendar month or quarter or on the average daily value of your account of the preceding month or quarter. Monthly or quarterly Account Fees are determined by prorating the applicable rate in the annual Account Fee schedule for the number of calendar days for each month or quarter. Your account fees are negotiable and will be debited from your account by our custodian. If you terminate you will be entitled to a pro-rata refund of prepaid monthly or quarterly fees based upon the number of days remaining in the month or quarter after the date upon which the notice of termination is received.

Each of our Advisory Representatives negotiates their own account fee schedule. Our fees for this program range from a minimum of 0.25% to a maximum of 2.50% inclusive of administrative fees for a Wrap-Fee account and from a minimum of 0.25% to a maximum of 2.30% inclusive of administrative fees for a Non-Wrap-Fee account. Your advisory agreement will set forth the annual agreed upon Account Fee. Additionally, your Advisory Representative is charged an administrative fee by Osaic Wealth for participation in the program. The administrative fee is assessed to your Advisory Representative, but your Advisory Representative can increase your advisory fee to cover the cost of the administrative fee. The Administrative Fee is set on a sliding scale depending on the size of the assets in the account with a maximum of 0.17% for non-wrap accounts and a maximum of 0.26% for a wrap account. The Administrative Fee covers administrative, supervisory services, as well as, transaction, execution, clearing and custodial services provided by the clearing broker/dealer.

In the event that additions to, or withdrawals from, the account are made in excess of \$10,000 during any given month or quarter, the Account Fee will be adjusted on a pro-rata basis to the account from which the charge was debited, based on the market value of the assets at such time to reflect the additional or withdrawal.

## **VISION2020 WEALTH MANAGEMENT PLATFORM – UNIFIED MANAGED ACCOUNT PROGRAM**

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

You will pay a monthly or quarterly Account Fee, in advance, based on the market value of the Program assets held in your account as of the last business day of the preceding calendar month or quarter. Monthly or quarterly Account Fees are determined by prorating the annual Account Fee for the number of calendar days for each month or quarter. Your account fees are negotiable and will be debited from your account by our custodian. You will receive a full account fee refund if you terminate

your client agreement with us within 5 business days of signing. If you terminate after the first 5 days, the Account Fee will be credited to you on a pro-rata basis for any prepaid monthly or quarterly fees based upon the number of days remaining in the month or quarter after the date upon which the notice of termination is received.

In the event that additions to, or withdrawals from, the account are made in excess of \$10,000 during any given month or quarter, the Account Fee will be adjusted on a pro-rata basis to the account from which the charge was debited, based on the market value of the assets at such time to reflect the additional or withdrawal.

The Account Fees paid by the client include portions paid to your Advisory Representative ("Advisory Fees"), as well as to the Firm, the custodian, and the third party money managers ("Investment Managers") selected ("Program Fees"). Each of our Advisory Representatives negotiates their own Advisory Fee schedule. Advisory Fees are set independently regardless of manager selected. The maximum Advisory Fee for the Program is 2.25% of the market value of the Program assets. Different Investment Managers charge different fee rates for the provision of their investment management services to the Program. The fee earned by Investment Managers range from 0% to 1.4% per year. To the extent that Investment Managers are added or removed in any given quarter from a client's Program Account, the Investment Manager Fee and, as a result, the Program Fee can increase or decrease depending on the fee rate charged by the Investment Manager.

### **Additional Fees**

Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus). Since fees billed to your UMA account are comprised of both Program Fees and Advisory Fees, Advisory Representatives may have an incentive to select third party money managers with lower program fees in order to manage the overall fee charged to you. You and your Advisory Representative should consider the overall fees and expenses, including internal fund expenses, when selecting managers and other portfolio investments.

You will bear a proportionate share of the fees and expenses of any Funds selected and for money market funds used as "sweep vehicles" for uninvested cash balances.

In addition to the fees discussed above, you will also pay a Confirmation Fee and Prospectus Fee. In cases where your Advisory Representative pays these fees, there is an incentive for your Advisory Representative to trade less often or to recommend different products to avoid the fee. Our Advisory Representatives are to make recommendations to you that are in your best interest, thereby mitigating this conflict. You can also sign up for electronic delivery of these documents to mitigate this conflict.

For complete fee details, including account fee schedule guidelines and a list of transaction charges, please see the Advisor Managed Portfolios Wrap Fee Program Brochure, the Unified Management Account Wrap Fee Program Brochure and the prospectuses of the funds selected. It is important clients read the Wrap Fee Brochure in addition to this Form ADV Part 2A.

### **FINANCIAL PLANNING AND CONSULTING SERVICES**

Fees for financial planning, financial consulting and employee benefit consulting, are charged at flat fee rates of \$100 to \$5,000 or hourly rates of \$100 to \$300 per hour, as determined by the Advisory Representative. Rates are based on FDG's general rates and factors such as clerical assistance, database research costs, and the nature and complexity of your circumstances. Fees are negotiable. Generally, half of the fee is payable upon signing of the agreement and the balance is due upon the delivery of the services specified in the agreement. **Client will not pay more than \$1,200 6 or more**

**months in advance.** FDG and Advisory Representatives named in the written financial planning agreement and in the written special securities report agreement, if any, will share in the fees paid under these agreements.

Fees for financial planning and consulting services are strictly for financial planning and consulting services. Therefore, you will pay fees and/or commissions for additional services obtained such as asset management or products purchased such as securities or insurance.

#### *Termination Provisions*

You may terminate your agreement, without penalty, within 5 business days after entering into the advisory agreement with FDG. Thereafter, you may terminate the agreement with 30-day written notice provided by either client or FDG. A refund of the unearned, prepaid fees will be provided. The fee refund will be based on the time and effort expended by FDG and your Advisory Representative before termination.

Some Advisory Representatives can charge or negotiate higher or lower fees than other Advisory Representatives. Such variance does not necessarily depend on the particular Advisory Representative's experience, expertise, methods, geographical business location, or other such factors. A higher or lower advisory fee paid for a particular Advisory Representative's services does not guarantee a respective higher or lower level of service in comparison to another Advisory Representative. In addition, FDG's advisory fees are higher or lower than those normally charged in the industry and it is possible that the same, similar, or significantly different services is available from other investment advisers at higher or lower rates.

When you receive financial planning services you can purchase securities or insurance products offered through Osaic Wealth pursuant to the plan or consultation. Members of our firm will receive commissions as Registered Representatives of Osaic Wealth or insurance agents in connection with such transactions. Thus, we have a conflict of interest when providing financial planning services to you, as there is an incentive for us to recommend specific courses of action through our financial planning services that lead to us receiving additional compensation.

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

#### **RETIREMENT PLAN CONSULTING SERVICES**

We will bill the Company for Retirement Plan Consulting Services at an hourly rate, fixed fee, basis points based on a percentage of the Plan assets, or a combination thereof. The exact fee is negotiated in advance of services rendered and is disclosed in the executed written agreement that we sign with the Company. Fees are billed quarterly in advance or in arrears. In special circumstances, other fee-paying arrangements are negotiated.

The written agreement may be terminated by us or the Company at any time upon a 30-day prior written notice. Upon termination, we will deliver a final billing statement for unbilled work performed prior to termination, and the Company will have a period of 30 days within which to deliver payment. If agreement termination occurs, our fee will be credited to the company on a pro rata basis for the unused portion of the billing period. When we calculate the credit, we will subtract any unbilled work we performed for the Company prior to termination.

Advisory Representatives negotiate their own fee schedule based on the following:

- Hourly Fee – Ranging from \$100 to \$300 per hour based on an estimate of hours required to perform requested services, plan size, complexity, etc.

- Fixed Fee – Ranging from \$100 to \$50,000 based on scope of services outlined in agreement, complexity, plan size, and other relevant factors.
- Basis Point Fee - Generally ranges from a minimum of 0.25% to a maximum of 2.50% (inclusive of administrative fees for a Wrap-Fee account). Your Advisory Representative will help you select an investment management platform that best meets the needs of the Company. This will include one of the VISION2020 Wealth Management Programs. For more complete information, please refer to the specific platform fee information detailed above in Item 5.

### **Additional Fees and Expenses**

Mutual fund investments in the programs that we offer are no-load or load at NAV. Depending on the share class of mutual fund, your mutual fund investments are subject to early redemption fees, 12b-1 fees, and mutual fund management fees as well as other mutual fund expenses. These fees are in addition to the fees and expenses referenced above. Please review the mutual fund prospectus for full details.

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

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

In addition to providing advisory services, our Advisory Representatives will likely also sell you securities products and other investment and insurance products in their capacity as registered representatives of Osaic Wealth and as licensed insurance agents. We will receive additional compensation in connection with this activity and the amount of compensation will depend on the type of product purchased. We will have a greater financial incentive to sell certain products as opposed to others (for example, in the case of mutual funds, those that have a higher 12b-1 fee than others). Although our securities sales are reviewed for suitability by an appointed supervisor, you should be aware of the incentives we have to sell certain securities products and are encouraged to ask us about any conflict presented. Please refer to the disclosures under Item 8 for a description of various share classes and cost structures of registered investment securities.

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

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

This section is not applicable. FDG does not charge performance based fees or engage in side-by-side management.

### **Item 7 Types of Clients**

FDG/s services are geared toward individuals and their families including high-net-worth individuals, trusts, estates, pension and profit-sharing plans, charitable organizations, and corporations and other business entities.



FDG generally requires a minimum amount of assets be deposited to an account for the purpose of obtaining asset management services.

The various asset management programs as described above under Item 4 and Item 5 have minimum account size requirements determined by the program sponsor.

Program	Requirements
Advisor Managed Portfolios Program	\$10,000
Unified Managed Account Program	\$5,500 (varies according to the investment manager and asset allocation model selected)

The program sponsor can make exceptions to the minimum account size requirements based on anticipated future flows into the account or other managed accounts held by the client.

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

Our Advisory Representatives rely on various types of tools and methods to assist in recommending or selecting investment strategies to you, including asset allocation and various types of software. You should note that our advisory services are generally designed for strategic long-term investing. However, short-term tactical investment strategies are available to accommodate certain circumstances. Investment returns are highly dependent on the value of underlying securities that are impacted by trends in the various investment markets.

### **Methods of Analysis**

We use Fundamental and Technical Analysis:

- Fundamental analysis is security analysis grounded in basic factors such as company earnings, balance sheet variables, and management quality, which are used to predict the future value of an investment. Information such as interest rates, GNP, inflation, and unemployment are used to predict the direction of the economy and therefore the stock market.
- Technical analysis is the practice of using statistics to determine trends in security prices and make or recommend investment decisions based on those trends. Technical analysis focuses on matters such as trade volume, demand, and volatility to help determine the market forces at work on a certain security or on the securities market as a whole.

### **Associated Risks**

When using Fundamental Analysis, we generally rely on company earnings, balance sheet variables, and management quality, among other things, which are used to evaluate performance trends. Data we review is generally considered reliable, but we cannot guarantee nor have we verified its accuracy. In addition, the data that we review is sometimes subjective and open to interpretation. Even if our data and interpretation of the data is correct, there are other factors that determine the value of securities other than those considered in Fundamental Analysis.

When using Technical Analysis, we review statistics to determine trends in security prices and make our investment decisions based on those trends. This analysis assists us to evaluate how an investment will perform short-term. In addition, this analysis does not take into account the more fundamental properties of what an investment may be worth such as company performance and balance sheet variables, which plays a part in determining the value of an investment.

When pursuing our strategic long-term investing strategies, generally we are assuming the Financial Markets will go up in the long-term, which is not always the case and no guarantees are offered. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall Financial Markets advance. Purchasing investments long-term create an opportunity cost – "locking-up" assets that are better used in the short-term in other investments.

### **Other Risk Considerations**

When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective client before retaining our services.

**Liquidity Risk:** The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price or it may not be possible to sell the investment at all.

**Credit Risk:** Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

**Inflation and Interest Rate Risk:** Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

**Horizon and Longevity Risk:** The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for people who are retired, or are nearing retirement.

We generally utilize stocks, bonds, exchange traded funds, and mutual funds.

## **STOCKS**

Investing in stocks involves the assumption of risk including:

- *Financial Risk:* the risk that the companies we recommend to you will perform poorly, which will affect the price of your investment.
- *Market Risk:* the risk that the Stock Market will decline, decreasing the value of the securities we recommend to you.
- *Inflation Risk:* the risk that the rate of price increases in the economy deteriorates the returns associated with the stock.
- *Political and Governmental Risk:* the risk that the value of your investment will change with the introduction of new laws or regulations.

## **FIXED INCOME**

Investing in bonds involves the assumption of risk including:

- *Interest Rate Risk:* the risk that the value of the bond investments we recommend to you will fall if interest rates rise.

- *Call Risk*: the risk that your bond investment will be called or purchased from you when conditions are favorable to the bond issuer and unfavorable to you.
- *Default Risk*: the risk that the bond issuer is unable to pay you the contractual interest or principal on the bond timely or at all.
- *Inflation Risk*: the risk that the rate of price increases in the economy deteriorates the returns associated with the bond.

## **MUNICIPAL RISK**

To the extent the strategy invests in bonds issued by local governments, such bonds are subject to the fixed income risks described above as well as the following risks: legislative risk, which is the risk that a change in the tax code could affect the value of tax-exempt interest income; and liquidity risk, which is the risk that investors may have difficulty finding a buyer when they want to sell and may be forced to sell at a significant discount to market value. Liquidity risk is greater for thinly traded securities such as lower-rated bonds, bonds that were part of a small issue, bonds that have recently had their credit rating downgraded or bonds sold by an infrequent issuer.

## **FUNDS**

Investing in mutual funds involves the assumption of risk including:

- *Manager Risk*: the risk that an actively managed mutual fund's investment adviser will fail to execute the fund's stated investment strategy.
- *Market Risk*: the risk that the Stock Market will decline, decreasing the value of the securities contained within the mutual funds we recommend to you.
- *Industry Risk*: the risk that a group of stocks in a single industry will decline in price due to adverse developments in that industry, decreasing the value of mutual funds that are significantly invested in that industry.
- *Inflation Risk*: the risk that the rate of price increases in the economy deteriorates the returns associated with the mutual fund.

Typically, institutional share classes are used in fee based managed accounts. However, recommendations for investing outside of fee-based accounts will often involve other share classes where Advisory Representatives in their capacity of Registered Representatives will receive commissions. This is a conflict of interest since your Advisory Representative will receive commissions and trail compensation for a period of time. Additionally, the internal expenses are usually higher on share classes other than institutional shares.

Registered investment company securities such as mutual funds, and variable products offer the securities in various share classes. Different share classes are priced differently and share classes other than institutional share classes will involve higher internal costs that over time will cost you more. Institutional share classes often have higher trading costs. A client needs to consider the amount being invested and the length of anticipated holding to make a decision as to the share class most suitable to the client. Please read the disclosures under Item 10 below for important information about the advice and recommendations offered by advisory representatives and registered representatives. Selecting the lowest share class appropriate to the situation does not imply the lowest cost share class but means what the Representative deems lowest cost for the situation. Depending on the activity in the account, another share would be less expensive. Over a long period of time with minimal transaction activity, the lowest cost share class is institutional shares. Portfolios containing A shares over a long period of time will cost the client more. There is no way to predict the future and there will be occasions where a holding is liquidated sooner or held longer resulting in higher costs to the client. See Item 4, Asset Management Services, above for further disclosure on mutual fund share classes.

Additional information about share classes can be found in an Investor Alert issued by the Securities and Exchange Commission and FINRA at:

- <https://www.investor.gov/additional-resources/news-alerts/alerts-bulletins/investor-bulletin-mutual-fund-classes>
- <https://www.investor.gov/additional-resources/news-alerts/alerts-bulletins/investor-bulletin-mutual-fund-classes>
- <http://www.finra.org/investors/alerts/understanding-mutual-fund-classes> • <http://www.finra.org/investors/alerts/mutual-fund-breakpoints-break-worth-taking>
- Additionally, the SEC and FINRA provides investor information at [www.sec.gov](http://www.sec.gov) and [www.finra.org](http://www.finra.org).

Investing in exchange traded funds (ETFs) involves the assumption of risk including:

- ETFs are professionally managed pooled vehicles that invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. ETFs trade on an auctionable market. Therefore, there is more price fluctuation with ETFs than with mutual funds since ETFs trade throughout the day, whereas mutual funds are priced once a day.
- Also, since most ETFs only mirror a market index, such as the S&P 500, they won't outperform the index.
- While ETFs generally provide diversification, risks can be significantly increased for funds concentrated in a particular sector of the market, or that primarily invest in small cap or speculative companies, use leverage (i.e., borrow money) to a significant degree, or concentrate in a particular type of security rather than balancing the fund with different types of securities.

The risks with utilizing third party managed programs include:

- Market and economic risk.
- The risk the third party manager is not managing to the objective or managing based on the stated strategy.
- The risk the securities managed by the third party manager will decline or fluctuate impacting the overall performance of the portfolio.
- The risk that the performance of the portfolio will be diminished by the fees of the third party manager and expenses associated with the securities.

Listed above are some of the primary risks associated with the way we recommend investments to you. Please do not hesitate to contact us to discuss these risks and others in more detail.

**Investing in securities involves risk of loss that you should be prepared to bear.**

You need to understand that investing in securities involves risk of loss, including the loss of the principal money you are investing. Therefore, your participation in any of the management programs offered by FDG requires you to be prepared to bear the risk of loss as well as the fluctuating performance of your accounts. Market values of investments will always fluctuate based on market conditions. To help minimize some of the risk, FDG uses the following disciplines: portfolio rebalancing, pure asset classes, tax harvesting, and minimal overlap.

We do not represent, warrant, or imply that the services or methods of analysis we use can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by FDG or our Advisory Representatives will provide a better return than other investment strategies.

## Item 9 Disciplinary Information

There is no reportable disciplinary information required for FDG or its management persons that is material to your evaluation of FDG, its business, or its management persons.

## Item 10 Other Financial Industry Activities and Affiliations

FDG does not have a related person who is a: broker-dealer or other similar type of broker or dealer; investment company or other pooled investment vehicle, other investment adviser or financial planner; futures commission merchant or commodity pool operator; banking or thrift institution; accountant or accounting firm; insurance company or agency; pension consultant; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

As previously stated in Item 5, Advisory Representatives are dually registered as Advisory Representatives of FDG and as Registered Representatives of Osaic Wealth, Inc. ("Osaic Wealth"). Osaic Wealth is a diversified financial services company registered with the Financial Industry Regulatory Authority ("FINRA") as a broker-dealer engaged in the offer and sale of securities products. Our Advisory Representatives recommend the purchase of securities offered by Osaic Wealth. If you purchase these products through them, they will receive commissions, which will be in addition to advisory fees. This is a conflict of interest.

Osaic Wealth is also an SEC-registered investment adviser. Some Advisory Representatives of FDG are advisory representatives of Osaic Wealth and offer securities products on a fee basis and receive advisory fees. There is a conflict of interest in that they recommend the use of advisory programs at Osaic Wealth for which they will receive compensation.

It is important to understand investment advisers have a fiduciary obligation to provide advice and services through the investment adviser that are in the best interest of the client. However, when advisory representatives act in the capacity of a registered representative, their obligation is to make recommendations and conduct transactions that are suitable to you but are not necessarily in your best interest.

Please be aware that you are under no obligation to purchase products or services recommended by us or members of our firm in connection with providing you with any advisory service that we offer. However, if we developed a financial or retirement plan for you and you choose to implement the plan with our assistance, compensation will be earned in addition to any fees you paid for the other advisory services. Commissions are higher or lower at Osaic Wealth than at other broker-dealers. Advisory Representatives have a conflict of interest in having you purchase securities and/or insurance-related products through Osaic Wealth in that the higher their production with Osaic Wealth, the greater opportunity for obtaining a higher payout on commissions and fees earned.

Under the rules and regulations of FINRA, Osaic Wealth has an obligation to perform supervisory functions regarding certain activities engaged in by Advisory Representatives who are also Registered Representatives of Osaic Wealth. For such supervisory functions, FDG pays Osaic Wealth a portion of the advisory fees they receive.

Osaic Wealth and FDG are not affiliated.

Advisory Representatives are licensed with various insurance companies. The insurance business is not a significant business to the Advisory Representatives, and they do not concentrate resources toward the business. However, it is important to know that if Advisory Representatives recommend

insurance products and if you purchase insurance products through them, they will earn commissions. This represents a conflict of interest in that the Advisory Representative recommends the insurance product and compensation is received by the Advisory Representative.

In addition to serving as an Advisory Representative of FDG, William M. Hansen is an attorney. William is an owner of the law firm, William M. Hansen & Associates, PLLC. and spends approximately 75% of his time on legal work. If you are in need of legal services, you may use the services offered by William. The fees you will pay for legal services are in addition to the fees you will pay for advisory services. You are not obligated to use legal services offered by our Advisory Representative.

James C. Meyer is an Advisory Representative of FDG. He also offers tax preparation services under the business name of Meyer Financial, LLC. The fees you will pay to Mr. Meyer for tax preparation services are in addition to the fees you will pay for advisory services. You are not obligated to use tax preparation services offered by our Advisory Representative.

FDG recommends the services of Third-Party Managers under the Vision2020 Wealth Management Platform – UMA Program. FDG shares in a portion of the advisory fees charged to clients on these programs. Therefore, FDG and your advisory representative have a direct interest in the advisory fee. This is considered a conflict of interest since FDG and your advisory representative receive compensation.

It is a conflict of interest for us to recommend a product or service to you for which we will receive compensation. FDG attempts to mitigate the above conflicts of interest by notifying you of these conflicts. We inform you that you are free to consult other financial, tax, banking, insurance, and legal professionals and that you may implement recommendations or receive services through these professionals. We are bound by our Code of Ethics to act in an ethical manner.

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

### **Code of Ethics**

FDG has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. FDG takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as our policies and procedures. Further, we strive to handle your non-public information in such a way to protect information from falling into the hands of anyone who has no business reason to know such information. FDG maintains a Code of Ethics for its Advisory Representatives, supervised persons, and office staff. The Code of Ethics contains provisions for standards of business conduct to comply with Federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, our Code of Ethics establishes our firm's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

Neither FDG nor its associated persons recommend to clients or buys or sells for client accounts any securities in which we have a material financial interest.

FDG and its associated persons buy or sell securities identical to those securities recommended to you. Therefore, we have an interest or position in certain securities that are also recommended and bought or sold to you. We will not put our interests before your interest.

FDG is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline any investment recommendation. FDG and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

### **Privacy Policy**

We have adopted the privacy policy that appears at the end of this Part 2A brochure.

## **Item 12 Brokerage Practices**

As described in Item 10, our Advisory Representatives are Registered Representatives of Osaic Wealth, a FINRA-registered broker-dealer. To meet its FINRA supervisory obligations, Osaic Wealth requires that all investment advisory activities that we conduct are processed through Osaic Wealth's clearing relationships with Pershing LLC ("Pershing"). As a result, we do not have the discretion to choose the broker-dealer or commission rates to be paid. However, we do believe that Pershing's blend of execution services, commission, and transaction costs as well as professionalism will allow us to seek best execution and competitive prices.

Not all investment advisers require you to maintain accounts at a specific broker-dealer. You may maintain accounts at another broker-dealer. However, the services provided by FDG will be limited to only advice and will not include implementation. If you select another brokerage firm for custodial and/or brokerage services, you will not be able to receive asset management services from FDG.

In initially selecting Osaic Wealth, FDG conducted due diligence. Our evaluation and criteria included ability to service you, staying power as a company, industry reputation, ability to report to you and to us, trading platform, products and services available, technology resources, and educational resources.

Periodically, we will review alternative broker-dealers and custodians in the marketplace to ensure Osaic Wealth and its custodians are meeting our duty to provide best execution for your accounts. The review will include a comparison to Osaic Wealth, which involves evaluating criteria such as overall expertise, cost competitiveness, and financial condition. The quality of execution by Osaic Wealth will be reviewed through trade journal evaluations. However, best execution does not simply mean the lowest transaction cost. Therefore, no single criteria will validate nor invalidate a custodian, but rather, all criteria taken together will be used in evaluating the currently used custodian.

Additionally, product sponsors, such as variable annuity and investment companies and limited partnerships that are recommended to you, from time to time provide support to FDG and our Advisory Representatives. Such support includes research, educational information, and monetary support for due-diligence trips and client events. We receive a benefit because we do not have to pay for the research, products, or services.

There is an incentive for FDG and your Advisory Representatives to recommend Osaic Wealth over other broker-dealers based on the research or other products and services that we will receive rather than your best interest in receiving most favorable execution.

Osaic Wealth has a wide range of approved securities products for which Osaic Wealth performs due diligence prior to selection. As Osaic Wealth Registered Representatives, we are required to adhere to these products when implementing securities transactions through Osaic Wealth. Commissions charged for these products are higher or lower than commissions you can obtain if transactions were implemented through another broker-dealer. Osaic Wealth also provides our Advisory Representatives, and therefore FDG, with back-office, operational, technology, and other administrative support. Other services include consulting, publications and conferences on practice management, information technology, business succession planning, regulatory compliance, and marketing. Such services are intended to help us and our Advisory Representatives manage and further develop its business enterprise.

Osaic Wealth and its clearing broker-dealer, Pershing LLC, also make available to FDG other products and services that benefit FDG but do not directly benefit you. Some of these other products and services assist FDG with managing and administering your accounts. These include software and other technology that provide access to your account data (such as trade confirmation and account statements); facilitate trade execution; provide research, pricing information, and other market data; facilitate payment of FDG's fees from your accounts; and assist with back-office functions; recordkeeping; and client reporting. Many of these services generally are used to service all or a substantial number of our accounts.

Advisory Representatives as Osaic Wealth Registered Representatives receive trail commissions (i.e., 12b-1 fees) for a period of time as a result of directing securities transactions through Osaic Wealth. Load and no-load mutual funds pay annual distribution charges, sometimes referred to as 12b-1 fees. 12b-1 fees come from fund assets, therefore, indirectly from your assets. 12b-1 fees are initially paid to Osaic Wealth and a portion passed to the Advisory Representatives of record. The receipt of such fees represents an incentive for Advisory Representatives to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there is a conflict of interest. 12b-1 fees are not paid to Advisory Representatives for transactions or holdings in fee based accounts and are refunded to the client.

Some advisory representatives will choose to aggregate your orders with those of other clients in a bunched trade or trades when securities are purchased or sold. For each account that we include in the bunched trade, we must reasonably believe that the bunched order is consistent with our duty to seek best execution and benefit you and each client participating in the aggregated order. The average price per share of each bunched trade is allocated to each account that participates in the bunched trade. Accounts that participate in the same bunched trade are charged transaction costs, if applicable, in accordance with their advisory contracts.

If a bunched order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation. Partial fills will be allocated in a way that does not consistently advantage or disadvantage particular client accounts and are generally filled pro rata among participating accounts.

## **Item 13 Review of Accounts**

### *Asset Management Services*

Your Advisory Representative will conduct the review of your accounts. Investment supervision involves continuous and regular supervisory or management services.



If you are participating in any of the Wealth Management Platforms disclosed above under Item 4 and Item 5, FDG monitors the underlying securities in client accounts regularly and the accounts are formally reviewed at least annually. Your Advisory Representative will monitor for changes or shifts in the economy, changes to the management and structure of security in which your assets are invested, and market shifts and corrections. We will examine the asset allocation and adjust and re-balance your account as needed.

We will meet with you annually. The meeting can be in person, over the telephone, or electronically. You can request more frequent reviews and set thresholds for triggering events that would cause a review to take place. You must notify FDG promptly of any changes to your financial goals, objectives, or financial situation. This may trigger a review of your portfolio allocation and lead to recommendations for changes.

The custodian will provide you with a confirmation of each transaction in your account and quarterly statements. In addition, you will receive quarterly performance reports reflecting the holdings in your account, the value of the securities, and the performance of the account. You should compare the report with statements received directly from the custodian. If there is any discrepancy, the custodian's statement will prevail.

### **Financial Planning and Special Securities Reports**

Your Advisory Representative will meet with you upon completion of the plan to review the plan and answer any questions you have about the contents of the plan. There are no different levels of review. There are no further reviews unless additional meetings are requested, or the plan is renewed.

It is your responsibility to notify us of any changes in your financial situation or investment objective.

All reviews are completed by our Advisory Representatives on behalf of FDG. Unless specified in your financial planning agreement, you will receive no reports other than the initial written financial plan.

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

Product vendors recommended by FDG from time to time provide monetary and non-monetary assistance with client events, educational tools, and resources. We do not select products as a result of any monetary or non-monetary assistance. The selection of product is first and foremost. FDG's due diligence of a product does not take into consideration any assistance it receives. Although the receipt of products or services is a benefit for you and us, it also presents a conflict of interest.

Advisory Representatives are generally independent contractors. As such, the Advisory Representatives have a direct incentive in the advisory fees being charged since a portion of the advisory fee collected by FDG will be paid to the Advisory Representatives for compensation for advisory services. Further, clients are advised that the amount paid by FDG to the Advisory Representatives will be based on the production of the Advisory Representatives. Therefore, the higher sales the Advisory Representatives produces the more compensation the IAR will receive. Consequently, since production is a basis for determining the Advisory Representative's payout, and since a portion of the advisory fees will be retained by FDG, there is a conflict of interest for the Advisory Representatives to charge a higher fee.

As discussed previously, all our Advisory Representatives are Registered Representatives of Osaic Wealth. This arrangement requires us to offer you advisory services and programs sponsored or approved by Osaic Wealth. Osaic Wealth sets limits on how much we can charge you for these advisory services. Some advisory programs have higher fee limits than others. As such, this creates an incentive for us to recommend to you advisory services or programs with higher limits. In addition,

Osaic Wealth charges us certain usage fees and expenses to use their advisory programs, which will decrease the amount of money we make when offering investment advice to you. Therefore, this creates an incentive to provide you with advisory programs and services that is cheaper for us to use or increase your fee to help cover expenses.

In addition, Osaic Wealth offers our Advisory Representatives educational, training, and incentive programs for those Advisory Representatives that meet certain sales production goals. This creates an incentive for us to manage your account in ways that assist us in meeting these production goals.

When we offer you a Wrap Account, the fee for transactions executed in your account is included in your quarterly account fee. However, Osaic Wealth will still assess the transaction charges to us. This influences us to charge you a higher quarterly account fee than we would otherwise charge you in an effort to recoup from you the transaction charges Osaic Wealth charges us. We also have an incentive to trade your account less often to lessen our transaction fees or to trade your account with certain securities where Osaic Wealth reduces or eliminates the transaction charges (such as the Focus Elite and FundVest Programs mentioned below).

Our Advisory Representatives participate in the Focus Elite and FundVest Programs, provided by Osaic Wealth. In these programs, transaction charges for purchasing securities that participate in these programs are reduced or waived. This provides us with an incentive to invest your account in these securities over securities that do not participate in these programs to reduce our transaction costs.

Osaic Wealth has provided some of our Advisory Representatives with funding in the form of loans as an incentive to maintain our broker-dealer relationships with Osaic Wealth. Such loans are typically used to assist in the expansion of our practice. All or a portion of the loans require cash repayments of principal and interest if the Advisory Representative is no longer affiliated with Osaic Wealth. Each year of the Advisory Representative's continued affiliation initiates pro-rata loan forgiveness by Osaic Wealth. Thus, there is an incentive for us to continue to use and recommend Osaic Wealth in an effort to obtain a forgivable loan.

In 2019, Osaic Wealth provided twenty-one of FDG's Advisory Representatives with a 5 year forgivable loan as an incentive to remain with Osaic Wealth during the buy-out by Reverence Capital. To achieve loan forgiveness, the Advisory Representatives must remain with Osaic Wealth through the end of the loan period (2024). More specific information can be found in each affected Advisory Representative's Brochure Supplement, ADV Part 2B.

In 2021, Osaic Wealth presented ten of FDG's Advisory Representatives with an opportunity to receive a 3 year forgivable loan as an incentive to remain with Osaic Wealth. To achieve loan forgiveness, the Advisory Representatives must remain with Osaic Wealth through the end of the loan period (2024). More specific information regarding the individuals who accepted the loan can be found in the affected Advisory Representative's Brochure Supplement, ADV Part 2B.

As noted above, there are multiple conflicts of interest for Advisory Representatives to maintain clients' assets at Osaic Wealth. There are conflicts of interest for Advisory Representatives to generate (i.e., sell products) and direct business through Osaic Wealth. To mitigate these conflicts of interest, this disclosure has been provided to you. You should discuss any recommendations provided by your Advisory Representative with another financial professional if you have any concerns about the appropriateness of the recommendations to your financial situation.

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

FDG does not directly or indirectly compensate any person or entity that is not a supervised person of our firm for client referrals.

## **Item 15 Custody**

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

### **Wire Transfer and/or Standing Letter of Authorization**

When requested, our firm, or Advisory Representatives, will effect wire transfers from client accounts to one or more third parties designated, in writing, by the client without obtaining written client consent for each separate, individual transaction, as long as the client has provided us with written authorization to do so. Such written authorization is known as a Standing Letter of Authorization. An adviser with authority to conduct such third party wire transfers has access to the client's assets, and therefore has custody of the client's assets in any related accounts.

However, we do not have to obtain a surprise annual audit, as we otherwise would be required to by reason of having custody, as long as the following criteria are met:

1. You provide a written, signed instruction to the qualified custodian that includes the third party's name and address or account number at a custodian;
2. You authorize us in writing to direct transfers to the third party either on a specified schedule or from time to time;
3. Your qualified custodian verifies your authorization (e.g., signature review) and provides a transfer of funds notice to you promptly after each transfer;
4. You can terminate or change the instruction;
5. We have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party;
6. We maintain records showing that the third party is not a related party to us nor located at the same address as us; and
7. Your qualified custodian sends you, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Should we engage in third party standing letters of authorization, FDG will comply with the conditions of the safe harbor provisions and is therefore exempt from the annual surprise exam requirement for Advisers that have custody.

## **Item 16 Investment Discretion**

We offer discretionary and non-discretionary services. By executing of our advisory agreement and selecting discretionary management services, you will grant FDG authorization to manage your account on a discretionary basis. We will have the authority to determine, without obtaining specific client consent, the securities to be bought or sold and the amount of the securities to be bought or sold. You may terminate discretionary authorization at any time upon receipt of written notice by FDG.

Discretionary trading authority facilitates placing trades in client accounts so that we are able to promptly implement the investment policy that clients have approved in writing. A limited power of attorney is a trading authorization for this purpose. Clients sign a limited power of attorney so that we can execute trades, subject to the limitations of the agreement.

In all cases, such discretion is exercised in a manner consistent with your investment objectives and goals that are specified in your account application and/or Investment Policy Statement. Investment guidelines and restrictions must be provided to FDG in writing.

## **Item 17 Voting Client Securities**

FDG does not vote your securities. Unless you suppress proxies, the account custodian or transfer agent will send securities proxies directly to you. You may contact your Advisory Representative about questions you have and opinions on how to vote the proxies. However, the decision to vote and how you vote the proxies is solely up to you.

## **Item 18 Financial Information**

FDG will not require you to prepay more than \$1,200 in fees per client six months or more in advance of receiving the advisory service; therefore, a balance sheet is not required to be attached.

We are financially stable. There is no financial condition that is likely to impair our ability to meet our contractual commitment to you or any other client.

Neither FDG nor any of its Advisory Representatives has ever been the subject of a bankruptcy petition.

## **Item 19 Requirements for State-Registered Advisers**

This section is not applicable to FDG. FDG is not state registered. FDG is registered with the Securities and Exchange Commission.

## **Item 20 Additional Information**

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

### **Class Action Lawsuits**

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

## Item 21 Privacy Policy

### FINANCIAL DIMENSIONS GROUP, INC. PRIVACY NOTICE

#### Facts What does Financial Dimensions Group, Inc. Do with Your Personal Information?

**Financial Dimensions Group, Inc. (FDG)** collects information about you to assist us in providing services and products to help you meet your financial goals and objectives and provide high standards of customer service. Additionally, information is obtained from you in order to help us fulfill our legal and regulatory requirements. Information collected will vary depending on the products and services requested and the scope of your engagement with us.

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect can include:

- Social Security number
- Income
- Assets
- Personal information (address, date of birth, net worth, income)
- Account numbers and information
- Financial Information
- Insurance and medical information

What?

When you are no longer our customer, we will continue to hold your information and share it as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies can share their customers' personal information, the reasons Financial Dimensions Group, Inc. chooses to share personal information and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does Adviser share?	Can you limit this sharing?
For our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences. We will share information about our customers to process transactions, maintain your account(s), or respond to court orders and legal investigations.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	NA
For non-affiliates' everyday business purposes to assist us in obtaining business or providing account maintenance or customer service to your account(s).	Yes	No
For our affiliates to market to you—to offer new products or services to you.	No	NA
For non-affiliates to market to you—we do not sell, share, or disclose your nonpublic personal information to nonaffiliated third-party marketing	No	NA

companies.

**For advisory representatives who leave Financial Dimensions Group, Inc.**—if your advisory representative leaves Financial Dimensions Group, Inc. to join another investment adviser or other financial institution, the advisory representative will retain copies of your personal information so that he or she can continue to serve you at the new firm. In doing so, your advisory representative will share your information with the new firm but is otherwise required to keep confidential the personal information obtained from you while the advisory representative was affiliated with Financial Dimensions Group, Inc., and he or she will use it only to service your account(s).

Yes Yes

**Please note:** Certain states require affirmative consent to allow sharing. See below for more on your rights under state law.

**In the event that a Financial Dimensions Group, Inc. advisory representative terminates his or her relationship with Financial Dimensions Group, Inc., and you want to follow your advisory representative to his or her new firm, please do not request to limit our sharing.**

**Who We Are**

**Who is providing this notice?** **Financial Dimensions Group, Inc.**  
**6 Pine Tree Drive, Suite 300**  
**Arden Hills, MN 55112**

**What We Do**

Financial Dimensions Group, Inc. recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format, and we protect your personal information in the following ways:

How does Financial Dimensions Group, Inc. protect my personal information?

- Computer safeguards and secured files and buildings.
- We only grant access to your personal information to parties with whom we have executed confidentiality/nondisclosure agreements and who need that information to serve you or to assist us in conducting our operations.
- We have physical and electronic safeguards in place to ensure that we comply with our own policy, industry practices, and federal and state regulations.
- Our employees are trained in the proper handling of sensitive information.

How does Financial Dimensions Group, Inc. collect my personal information?

- We collect your personal information, for example, when you:
- Open an account
  - Apply for insurance
  - Seek advice about your investments
  - Enter into an investment advisory account
  - Tell us about your investment or retirement portfolio

Why can't I limit all sharing?

We also collect your personal information from others such as credit bureaus, affiliates or other companies.

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes—information about your creditworthiness

- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies give you additional rights to limit sharing. See below for more on your rights under state law.

### **To Limit Our Sharing**

- Call Financial Dimensions Group, Inc. at 651-481-6285
- Mail your request to: Financial Dimensions Group, Inc.  
6 Pine Tree Drive, Suite 300  
Arden Hills, MN 55112

### **Definitions**

Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies.
Non-Affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. This includes banks, credit unions, or other financial institutions with which we have a joint marketing agreement.

### **Other Important Information**

If you live in an "opt-in" state, where we are required to obtain your affirmative consent to share your nonpublic personal information with nonaffiliated third parties who do not currently assist us in servicing your account or conducting our business, your advisory representative is required to obtain your consent before your advisory representative can take your information with him or her should your advisor leave Financial Dimensions Group, Inc.

#### **Information for California, North Dakota, and Vermont Customers**

In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.