INDEPENDENT FINANCIAL GROUP, LLC
INVESTMENT ADVISORY SERVICES

Form ADV Part II Schedule F
Disclosure Brochure

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ADVISORY SERVICES AND FEES OVERVIEW

Independent Financial Group, LLC ("IFG") operates primarily as a registered securities broker-dealer, but also offers investment advisory services to clients through registered representatives who are also investment advisor representatives ("IARs") of its registered investment advisor ("Advisor"). Certain registered representatives of IFG also provide advisory services independently of IFG through separately registered investment advisors ("RIAs"). Some of IFG's registered representatives may act as IARs of both Advisor and a separate RIA. Although IFG may act as broker-dealer for advisory programs offered through separate RIAs, the RIAs are responsible for any advice or advisory services offered through their programs.

Advisor through its IARs provides a variety of advisory services to clients. These services range from asset allocation within a portfolio, day-to-day investment decisions, and third party advisor programs to financial planning and consulting. In addition, IFG offers brokerage services to clients that may also participate in the advisory services described herein. IFG and its registered representatives may receive transaction based compensation in connection with such brokerage services. Whether IAR offers a client brokerage or advisory services or a combination of both depends on various factors including the client's investment style and trading preferences.

IARs conduct initial meetings with each potential advisory client to discuss the client's financial situation, personal goals, risk tolerance and overall investment objectives. It is of beneficial interest to the client to provide accurate and candid information to IAR. Clients have an obligation to promptly inform IAR of any material changes in their circumstances so IAR can evaluate if adjustments to the advisory accounts are necessary.

There is no guarantee that the advisory services offered would result in the client's goals and objectives being met. Nor is there any guarantee of profit or protection from loss. No assumption can be made that any particular advisory service or strategy will provide better returns than other investment strategies.

THE ADVISOR PLUS PROGRAM

The *Advisor Plus* Program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *Advisor Plus* Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee in addition to brokerage transaction charges as outlined below. The maximum advisory fee is 2.00% per annum, of which the fee can be reduced depending on the unique circumstances of each client. Eligible assets of the *Advisor Plus* Program include stocks, bonds, mutual funds and other securities. Margin, covered call writing and mutual fund systematic investment or withdrawals are permitted in the *Advisor Plus* Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent advisory fees will be calculated by the clearing firm as set forth in the *Advisor Plus* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the advisory fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

The clearing firm, Pershing LLC ("Pershing") will deduct all advisory fees and transaction charges from the *Advisor Plus* account and disclose such fees on the client's account statements. The fee schedule and transaction charges are in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the Client's account. The new fees or charges will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *Advisor Plus* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *Advisor Plus* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to any market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *Advisor Plus* Program, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

ADVISOR PLUS FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	2.00%
Next $250,000	1.75%
Next $500,000	1.50%
Over $1,000,000	1.00%

ADVISOR PLUS TRANSACTION CHARGES

Investment Type	Transaction Charges
Listed and OTC Equities	$25.00
Corporate, Treasury and Municipal Bonds	$40.00
CDs and UITs	$40.00
Mutual Fund Purchases/Redemptions	$15.00
Mutual Fund Internal Exchanges	$10.00

THE ADVISOR PLUS II PROGRAM

The *Advisor Plus II* Program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *Advisor Plus II* Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds or securities or terminate the program account.

Clients pay an annualized advisory fee in addition to brokerage transaction charges as outlined below. The maximum advisory fee is 2.00% per annum, of which fee can be reduced depending on the unique circumstances of each client. Eligible assets of the *Advisor Plus II* Program include stocks, bonds, mutual funds and other securities. Margin, covered call writing and mutual fund systematic investment or withdrawals are permitted in the *Advisor Plus II* Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent advisory fees will be calculated by Pershing as set forth in the *Advisor Plus II* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the advisory fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Pershing will deduct all advisory fees and transaction charges from the *Advisor Plus II* account and disclose such fees on the client's account statements. The fee schedule and transaction charges are in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the client's account. The new fees or charges will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *Advisor Plus II* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *Advisor Plus II* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *Advisor Plus II* Program, transactions will be processed at prevailing brokerage rates and it becomes the client’s responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

ADVISOR PLUS II FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	**2.00%**
Next $250,000	**1.75%**
Next $500,000	**1.50%**
Over $1,000,000	**1.00%**

ADVISOR PLUS II TRANSACTION CHARGES

Investment Type	Transaction Charges
Listed Equities	**$25.00 + 0.015 cents/share**
OTC Equities	**$25.00**
Equity & Index Options	**$30.00 + $1.50/contract**
Option Exercise & Assignments	**$30.00**
Listed Bonds	**$40.00 + 1.25/bond**
Corporate, Treasury and Muni Bonds	**$40.00**
CDs and UITs	**$40.00**
Mutual Fund Purchases/Redemptions	**$20.00**
Mutual Fund Internal Exchanges	**$10.00**

THE ADVISOR PLUS WRAP PROGRAM

The *Advisor Plus Wrap* Program offers participants advisory services, asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives under an all-inclusive program fee. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *Advisor Plus Wrap* Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee which includes brokerage transaction charges as outlined below. The maximum program fee is 2.50% per annum, of which the fee can be reduced due to the unique circumstances of the client. Eligible assets of the *Advisor Plus Wrap* Program include stocks, bonds, mutual funds and other securities. Margin, covered call writing, mutual fund systematic investment or withdrawals are permitted in the *Advisor Plus Wrap* Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent program fees will be calculated by Pershing as set forth in the *Advisor Plus Wrap* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the program fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Pershing will deduct all program fees from the *Advisor Plus Wrap* account and disclose such fees on the client's account statements. The fee schedule is in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees applicable to the client's account. The new fees will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *Advisor Plus Wrap* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *Advisor Plus Wrap* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to market risk or transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *Advisor Plus Wrap* Program, transactions will be processed at prevailing brokerage rates and it becomes the client’s responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

ADVISOR PLUS WRAP FEE SCHEDULE (includes brokerage charges)

Portfolio Value	Maximum Fee
First $250,000	2.50%
Next $250,000	2.25%
Next $500,000	2.00%
Next $1,000,000	1.75%
Next $1,000,000	1.50%
Over $3,000,000	1.00%

THE I-DESIGN ADVISOR PROGRAM

The *I-Design* Program offers participants advisory services, asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives under an all-inclusive program fee. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Design* Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized Program fee which will include all advisory services and transaction charges in accordance with 'Schedule A' of this agreement. The maximum Program fee is 2.50% per annum, of which the fee can be reduced due to the unique circumstances of the client. Eligible assets of the *I-Design* Program include stocks, bonds, mutual funds, and other securities. Margin, covered call writing and mutual fund systematic investment or withdrawals will be permitted in the *I-Design* Program. Assets that transferred to the Account that were purchased within twelve (12) months if a commission was paid to Client's IAR in their capacity as a registered representative of a broker-dealer will not be permitted in the Program

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent Program fees will be calculated by Pershing as set forth in the *I-Design* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the advisory fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Pershing will deduct all Program fees from the *I-Design* account and disclose such fees on the client's account statements. The fee schedule is in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the Client's account. The new fees or charges will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *I-Design* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Design* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to any market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Design* Program, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-DESIGN FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	2.50%
Next $250,000	2.25%
Next $500,000	2.00%
Next $1,000,000	1.75%
Next $1,000,000	1.50%
Over $3,000,000	1.00%

THE I-DESIGN II ADVISOR PROGRAM

The *I-Design II* Program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Design II* Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee in addition to brokerage transaction charges as outlined below. The maximum advisory fee is 2.00%, of which the fee can be reduced due to the unique circumstances of the client. Eligible assets of the *I-Design II* Program include stocks, bonds, mutual funds and other securities. Margin, covered call writing and mutual fund systematic investment or withdrawals will be permitted in the *I-Design* Program. Assets that transferred to the Account that were purchased within one year of a commission being paid to the IAR in their capacity as a registered representative of a broker-dealer will not be permitted in the Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent advisory fees will be calculated by the clearing firm as set forth in the *I-Design II* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the advisory fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Pershing will deduct all advisory fees and transaction charges from the *I-Design II* account and disclose such fees on the client's account statements. The fee schedule and transaction charges are in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the Client's account. The new fees or charges will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *I-Design II* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Design II* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to any market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Design II* Program, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-DESIGN II FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	**2.00%**
Next $250,000	**1.75%**
Next $500,000	**1.50%**
Over $1,000,000	**1.00%**

I-DESIGN II TRANSACTION CHARGES

Investment Type	Transaction Charges
Listed Equities	**$10.00 + 0.015 cents/share**
OTC Equities	**$10.00**
Equity & Index Options	**$10.00 + $1.50/contract**
Option Exercise & Assignments	**$30.00**
Listed Bonds	**$40.00 + 1.25/bond**
Corporate, Treasury and Muni Bonds	**$10.00**
CDs and UITs	**$40.00**
Mutual Fund Purchases/Redemptions	**$7.50 (for non-NFTs)**
Mutual Fund Internal Exchanges	**$5.00**

THE I-CUSTOM WRAP PROGRAM

The *I-Custom Wrap* Program offers participants advisory services, asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives under an all-inclusive program fee. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Custom Wrap Investment Advisory Client Services Agreement*. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee which includes brokerage transaction charges as outlined below. The maximum program fee is 2.50% per annum subject to negotiation depending upon a number of factors including account size. Eligible assets of the *I-Custom Wrap* Program include stocks, bonds, equity options, index options, margin transactions, mutual funds and other securities. Mutual fund systematic investment or withdrawals are not permitted in the *I-Custom Wrap* Program. Assets that transferred to the Account that were purchased within twelve (12) months if a commission was paid to Client's IAR in their capacity as a registered representative of a broker-dealer will not be permitted in the Program

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent program fees will be calculated by Pershing as set forth in the *I-Custom Wrap* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the program fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee would be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Pershing will deduct all program fees from the *I-Custom Wrap* account and disclose such fees on the client's account statements. The fee schedule is in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees applicable to the client's account. The new fees will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *I-Custom Wrap* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Custom Wrap* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to market risk or transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Once the *I-Custom Wrap* Program has been terminated, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-CUSTOM WRAP FEE SCHEDULE (includes brokerage charges)

Portfolio Value	Maximum Fee
First $250,000	2.50%
Next $250,000	2.25%
Next $500,000	2.00%
Next $1,000,000	1.75%
Next $1,000,000	1.50%
Over $3,000,000	1.00%

THE I-LOCKWOOD WRAP PROGRAM

Lockwood Capital Management, Inc. ("LCM") (formerly known as Lockwood Financial Services, Inc.) is an investment management company, based in Malvern, Pennsylvania. Lockwood is affiliated with Pershing and Pershing Advisors Solutions LLC. ("PAS) LCM offers two discretionary managed account products, Lockwood Investment Strategies ("LIS") and Lockwood Asset Allocation Portfolios ("LAAP"), which are described fully below.

LCM'S PRODUCTS

A. Lockwood Investment Strategies ("LIS")

LIS is a discretionary, multi-discipline managed account product housed in a single portfolio with five core models. The five (5) core models span the risk/return spectrum from current income model to growth model within the context of a diversified portfolio. A Client may also choose from four (4) additional models which include exposure to non-traditional asset classes, as described more fully below. LCM, serving as the Portfolio Manager, determines asset allocation and selects both Sub-Managers and specific investment vehicles for each investment style based on its proprietary modeling strategies, as well as its macroeconomic outlook and investment discipline.

LCM selects a Sub-Manager or investment vehicle, such as an exchange-traded fund ("ETF") or mutual fund, for each investment style. When selected for inclusion within the program, each Sub-Manager electronically provides its model portfolio (buy-list) to LCM on a daily basis. An Overlay Manager combines each of the model portfolios into one Investment Strategies portfolio designed to perform and act similar to the target benchmark for the portfolio. The Overlay Manager gathers each of the portfolios and runs an optimization program that removes security overlap, minimizes tax implications, and creates better tracking to the target benchmark. LCM offers a series of strategies limited to traditional asset classes only (Traditional) and a series of Strategies that include traditional and alternative investment asset classes (Alternative) for implementation.

Traditional Strategies:

LCM offers five (5) diversified, discretionary, investment portfolios that include allocations to traditional asset classes including, but not limited to US Fixed Income, US Large-Cap Equity, US Small-Cap Equity, US Mid-Cap Equity, International Equity and REITs. The LCM Strategies range from Current Income to Growth.

Model I is the most conservative model, with the majority of the model allocated to fixed income and the balance to equities; Model V is the most aggressive model, with 100% of the model allocated to equities. Using a long-term, strategic approach to its asset allocation methodology, LCM shifts its models from time to time based on macroeconomic models and changing investment fundamentals. Additionally, LCM tends to make relatively small adjustments within its allocation models, rather than making significant shifts between asset classes, which may further reduce the volatility of the portfolios. The decision to increase or reduce exposure to an asset class is driven by secular changes to key economic and market-related factors, which may include shifts in absolute and relative valuations, expected earnings growth, or the impact of changing interest rates.

Alternative Strategies:

LCM also offers four (4) diversified, discretionary, investment portfolios that include allocations to the alternative investment asset class, with the expectation of offering comparable to slightly reduced returns with less volatility than the Traditional Strategies. Based on proprietary research, LCM has defined the alternative investment class to include the following asset classes: convertible arbitrage, distressed securities, equity hedge, equity market neutral, event-driven, fund-of-funds, merger arbitrage, macro strategies and commodities.

LCM employs a fundamental valuation approach and employs a proprietary five-factor model to generate expected returns, risk and correlation for the traditional asset classes it includes in its investment strategies. A similar approach is employed to determine risks and correlations, and set return requirements for including the alternative asset class in the asset allocation decision. The following issues are among those considered for alternative assets: 1) expected compensation for potential illiquidity, 2) transparency and pricing of underlying securities, 3) implementation costs/fees, and 4) the use of leverage. The core asset allocation models offered within the LIS Alternative Strategies range from Growth and Income to Growth. Mosel II is the most conservative Alternative Strategy to Model V as the most aggressive.

LIS accounts are billed quarterly in advance. Pershing will provide monthly custodial statements for each Client account.

The minimum initial investment to establish an LIS account is $250,000. Depending upon the model or strategy chosen by the Client, a portfolio may typically hold between 5 and 250 securities.

B. Lockwood Asset Allocation Portfolios ("LAAP")

LAAP is a discretionary, multi-discipline managed account product housed in a single portfolio. LCM, serving as the Portfolio Manager, determines asset allocation strategy and selects investment vehicles for each investment style component of the portfolios, based upon proprietary modeling strategies, macroeconomic outlook and investment research discipline. The five (5) LAAP models range from Current Income to Growth.

Model I is the most conservative model, with the majority of the model allocated to fixed income and the balance to equities; Model V is the most aggressive model, with 100% of the model allocated to equities.

At the same time, the minimum account size is $50,000. The Program Fee includes the LCM advisory fee, a sponsor and administrative fee and the clearing and custody fee. In addition to the Program Fee, the Consultant may add an advisory fee for his/her advisory services, subject to the applicable written agreement between the IAR's firm and the Client. The Program Fee does not include fees or expenses which may be associated with the underlying investment vehicles (such as, redemption fees, 12b-1 fees or internal expense ratios).

In instances where Lockwood is not serving as the sponsor of the program which houses the LAAP account (such as, on the Managed Account Command platform), the Sponsor may include an administrative fee in addition to the above-referenced Program Fee. The Sponsor's administrative fee should be disclosed in the Sponsor's Schedule H.

It should be noted that certain firms may be subject to a negotiated LAAP Program Fee, which may be lower than the standard schedule, above. Accounts must be funded in cash. Each Client Account will be billed quarterly in advance. Pershing provides monthly custodial statements for each Client account. Consolidated performance reporting is available online through Lockwood workstations.

LIS accounts are billed quarterly in advance. Pershing will provide monthly custodial statements for each Client account.

The minimum initial investment to establish an LIS account is $50,000. Depending upon the model or strategy chosen by the Client, a portfolio may typically hold between 5 and 250 securities.

LIS AND LAAP BROKERAGE PRACTICES
Trades in the LIS and LAAP portfolios are executed through LCM's affiliate, Pershing. All such trades are affected on an agency basis, unless prior client approval is obtained for a principal trade, in accordance with the Investment Advisers Act of 1940, as amended. LCM may trade away from Pershing in order to achieve best execution.

The fee schedule is in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees applicable to the client's account. The new fees will be effective unless the client notifies IAR in writing that the account management is to be terminated.

TERMINATION
The *I-Lockwood Wrap* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Lockwood Wrap* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to market risk or transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Lockwood Wrap* Program, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-LOCKWOOD WRAP FEE SCHEDULE FOR LIS AND LAAP (includes brokerage charges)
The I-Lockwood Wrap Program fee for LIS and LAAP includes the LCM advisory fee, a sponsor and administrative fee, the clearing and custody fee and the IAR's advisory fee for his/her advisory services, subject to the applicable written agreement between the Advisor and the Client. The Program Fee does not include fees or expenses which may be associated with the underlying investment vehicles (such as, redemption fees, 12b-1 fees or internal expense ratios).

Portfolio Value	Maximum Fee
First $500,000	**2.00%**
Next $1,000,000	**1.75%**
Next $1,000,000	**1.50%**
Over $3,000,000	**1.00%**

I-FREEDOM-ONE TD ADVISOR PROGRAM
Advisor has entered into an Advisor Services Agreement with TD Ameritrade Institutional ("TD Ameritrade"), to provide custody and execution services for Advisor's *I-Freedom* programs. The *I-Freedom-One* TD program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to make investment decisions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Freedom-One* TD Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee in addition to brokerage transaction charges as outlined below. The maximum advisory fee is 2.00%, of which the fee can be reduced due to the unique circumstances of the client. Eligible assets of the *I-Freedom-One* TD Program include stocks, bonds, equity options, index options, margin transactions, mutual funds and other securities. Mutual fund systematic investment or withdrawals are not permitted in the *I-Freedom-One* TD Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent advisory fees will be calculated by TD Ameritrade as set forth in the *I-Freedom-One* Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the program fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.
TD Ameritrade will deduct all applicable advisory fees and transaction charges from the *I-Freedom-One* TD account and disclose such fees on the client's account statements. The fee schedule and transaction charges are in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the client's account. The new fees or charges will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *I-Freedom-One* TD Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Freedom-One* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Freedom-One* TD Program, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the asset.

I-FREEDOM ONE TD FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	2.00%
Next $250,000	1.75%
Next $500,000	1.50%
Over $1,000,000	1.00%

I-FREEDOM-ONE TD TRANSACTION CHARGES

Investment Type	Transaction Charges
Listed and OTC Equities	$9.99
Equity & Index Options	$9.99 + $0.75/contract
Option Exercises & Assignments	$9.99
Corporate, Treasury and Municipal Bonds	$9.99
CDs and UITs	$35.00
Mutual Fund Purchases/Redemptions	$20.00
Mutual Fund Internal Exchanges	$10.00

THE I-FREEDOM WRAP TD PROGRAM

The *I-Freedom-Wrap* TD program offers participants advisory services, asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives under an all-inclusive program fee. Clients may authorize IAR to make investment decisions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Freedom-Wrap* TD Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized program fee which includes brokerage charges. The maximum program fee is 2.50% per annum subject to negotiation depending upon a number of factors including account size. Eligible assets of the *I-Freedom-Wrap* TD Program include stocks, bonds, equity options, index options, margin transactions, mutual funds and other securities. Mutual fund systematic investment or withdrawals are not permitted in the *I-Freedom-Wrap* Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent program fees will be calculated by TD Ameritrade as set forth in the *I-Freedom-Wrap* TD Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the program fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

TD Ameritrade will deduct all applicable program fees from the *I-Freedom-Wrap* TD account and disclose such fees on the client's account statements. The fee schedule is in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the client's account. The new fees will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *I-Freedom-Wrap* TD Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Freedom-Wrap* TD Program within five (5) business days of its signing without penalty from Advisor however the client is subject to market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Freedom-Wrap* Program TD, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-FREEDOM-WRAP PROGRAM FEE SCHEDULE (includes brokerage charges)

Portfolio Value	Maximum Fee
First $250,000	2.50%
Next $250,000	2.25%
Next $500,000	2.00%
Next $1,000,000	1.75%
Next $1,000,000	1.50%
Over $3,000,000	1.00%

I-FREEDOM-ONE SCHWAB ADVISOR PROGRAM

Advisor has entered into an Advisor Services Agreement with Charles Schwab Institutional ("Charles Schwab"), to provide custody and execution services for Advisor's *I-Freedom –One* Schwab program. The *I-Freedom-One* Schwab program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to make investment decisions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Freedom-One* Schwab Investment Advisory Client Services Agreement. The minimum account size is $50,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee in addition to brokerage transaction charges as outlined below. The maximum advisory fee is 2.00% per annum subject to negotiation depending upon a number of factors including account size. Eligible assets of the *I-Freedom-One* Schwab Program include stocks, bonds, mutual funds and other securities. Margin, covered call writing and mutual fund systematic investment or withdrawals are permitted in the *I-Freedom-One* Schwab Program.

The advisory fee is payable quarterly, in advance or in arrears and upon deposits of any additional funds or securities in the account. The initial fee is due upon the opening of an account and is based upon the opening value. The first payment will be assessed pro-rata in the event the account is established at any other time other than the first day of the calendar quarter. Subsequent advisory fees will be calculated by Charles Schwab as set forth in the *I-Freedom-One* Schwab Investment Advisory Client Services Agreement and will be due the first day of each calendar quarter. Additional deposits of funds or securities are subject to the same billing procedures. If assets are deposited after the inception of the quarter, the program fee is pro-rated based on the number of days remaining in the quarter. If the account is payable in arrears, the first advisory fee will be charged after the end of the first quarter based on the value of the account on the first business day of the next quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Schwab will deduct all applicable advisory fees and transaction charges from the *I-Freedom-One Schwab* account and disclose such fees on the client's account statements. The fee schedule and transaction charges are in effect for and will continue until thirty (30) days after IAR notifies the client in writing of any change in the amount of fees or charges applicable to the client’s account. The new fees or charges will be effective unless the client notifies IAR in writing that the account management is to be terminated.

The *I-Freedom-One Schwab* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Freedom-One Schwab* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Freedom-One* Schwab Program, transactions will be processed at prevailing brokerage rates and it becomes the client’s responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-FREEDOM ONE SCHWAB FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	**2.00%**
Next $250,000	**1.75%**
Next $500,000	**1.50%**
Over $1,000,000	**1.00%**

I-FREEDOM-ONE SCHWAB TRANSACTION CHARGES (for a complete list of pricing, consult the *I-Freedom-One Schwab* Program Client Services Agreement)

Investment Type	Transaction Charges
Listed and OTC Equities	**$8.95 to $19.95**
Equity & Index Options	**$8.95 to $39.95 plus $1.40 per contract**
Option Exercises & Assignments	**$8.95 to $39.95 plus $1.40 per contract**
Corporate, Treasury and Municipal Bonds	**$25.00 plus up to $1.20 per bond**
CDs and UITs	**$1.20 per bond ($10 minimum/$250 maximum)**
Mutual Fund Purchases/Redemptions	**$39.00 to $74.95 (for non-no transaction fee funds)**
Mutual Fund Internal Exchanges	***consult prospectus**

THE I-MUTUAL FUND ADVISOR PROGRAM

The *I-Mutual Fund Advisor* Program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Mutual Fund Advisors* Investment Advisory Client Services Agreement. The minimum account size is $10,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee. The maximum advisory fee is 2.00% per annum, of which the fee can be reduced depending on the unique circumstances of each client. Eligible assets of the I-Mutual Fund Advisory Program will include mutual funds within the family of funds selected. The funds will be custodied at the mutual fund company itself. Client will be provided with quarterly information reports from the mutual fund company.

The advisory fee will be payable quarterly in advance or in arrears as indicated on ‘Schedule A’ and upon deposit of any additional funds or securities in the Account. An initial advisory fee may be due upon execution of this Agreement. Subsequent advisory fee payments are due and will be assessed at the end of each quarter based on the market value of the account assets as of the close of business on the last business day of the preceding quarter... If assets are deposited after the inception of a quarter, the advisory fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. If the account fee is payable in arrears, the advisory fee would be charged starting at the end of the first quarter, based on the account value on the last business day of the preceding quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable.

Notwithstanding the foregoing paragraph, no advisory fees will be charged on any mutual funds, transferred to the Account purchased within the prior one year and with limited exceptions, if a commission was paid by Client to IAR in his or her capacity as a registered representative of a broker-dealer. The exception would be if the client has purchased the mutual funds as “C” shares, which are being charged on an ongoing basis. In the case of “C” shares, the “C” share commission revenue would be considered a portion of the advisory fee shown on ‘Schedule A.”

The advisory fees referenced in 'Schedule A' include all fees and charges for the advisory services of Advisor and IAR and all transaction charges. Client understands that the Advisor, IAR, IFG, and their agents, in connection with the performance of their respective services, will be entitled to and will share in the advisory fee payable hereunder. In addition, the mutual fund company may charge a customary transaction charge for exceeding trading limitations or refuse to allow further trades that exceed their frequency limitations. Any fees will be billed directly to the Client.

The *I-Mutual Fund Advisory* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Client acknowledges and agrees that the advisory fee schedule set forth in 'Schedule A' is in effect for Client's Account and will continue until thirty (30) days after Advisor or IAR has notified the Client in writing of any change in the amount of the fees or charges applicable to the Client's Account, at which time the new fees or charges will become effective unless the Client notifies Advisor in writing that the Program management services are to be terminated. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be refunded directly to the client. Additionally, the client may terminate the I-Mutual Fund Advisor Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to any market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Mutual Fund Advisor* Program, assets then become the client's responsibility to monitor and manage. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-MUTUAL FUND ADVISOR FEE SCHEDULE "A"

Portfolio Value	Maximum Fee
First $250,000	2.00%
Next $250,000	1.75%
Next $500,000	1.50%
Over $1,000,000	1.00%

THE I-DPP ADVISOR PROGRAM

IFG IAR's may offer advice on interests in Direct Participation Programs ("DPPs") that invest is various alternative investments, such as equipment leasing, research and development, oil and gas, debt instruments, Real Estate Investment Trusts (REIT's), various tax favored partnerships engaged in a variety of activities and private placements, on a fee-basis. These financial planning and consulting services are for general asset assessment and explanation purposes. No advice will be given to existing clients where purchase of the DPP is to be made with a company other than IFG and are not in connection with the acquisition and continuous advisory management and monitoring of a particular DPP, as in the I-DPP program herein. The *I-DPP Advisor* program can only be used with DPP offerings that are pre-approved by the IFG Due Diligence Department. Additional disclosure(s) may be required for this program over and above the offering memorandum or prospectus.

The *I-DPP Advisor Program* offers participants asset allocation, brokerage services, possible consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a non-discretionary basis only.

To participate in this program, IAR and client enter into the I-DPP Advisors Investment Advisory Client Services Agreement. The minimum Account size for the program will be $50,000. The minimum investment for specific DPPs is determined by the DPP Company. Clients pay an annualized advisory fee. The maximum advisory fee is 1.00% per annum, of which the fee can be reduced depending on the unique circumstances of each client. Eligible assets of the *I-DPP Advisory Program* will include approved DPP offerings only. The funds will be custodied at the DPP Company as a book entry or may be placed in a Pershing IRA account, if pre-approved. Client will be provided with information reports from the DPP Company.

The advisory fee will be payable quarterly in advance or in arrears as indicated on 'Schedule A' and upon deposit of any additional funds or securities in the Account. An initial advisory fee may be due upon execution of this Agreement. Subsequent advisory fee payments are due and will be assessed at the end of each quarter based on the market value of the account assets as of the close of business on the last business day of the preceding quarter. If assets are deposited after the inception of a quarter, the advisory fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. If the account fee is payable in arrears, the advisory fee would be charged starting at the end of the first quarter, based on the value of the assets deposited into the Account at the time of their deposit. Going forward, the arrears fees will be based on the account value, on the last business day of the preceding quarter. If the account management, payable in arrears, is then terminated mid-quarter, the remaining advisory fee becomes immediately due and payable.

Notwithstanding the foregoing paragraph, no continuous advisory fees will be charged on any DPP transferred in that was purchased on a commission basis by the Client from a registered representative of a broker-dealer. No exceptions will be made for this situation. However, general consultation fees may be charged on DPPs previously sold on a commission basis. The advisory fees referenced in 'Schedule A' include all fees and charges for the advisory services of Advisor and IAR. Client understands that the Advisor, IAR, IFG, and their agents, in connection with the performance of their respective services, will be entitled to and will share in the advisory fee payable hereunder. Any fees will be billed directly to the Client unless it is an IRA that is billed to the account. The Program Fee will be calculated based on the Par Value at the time of client acquisition until the sponsoring DPP Company determines the value to be different. Updated valuations by the sponsor are generally required to be provided no later than 18 months after the offering period has concluded. If assets are deposited after the inception of a quarter, the advisory fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. If the account fee is payable in arrears, the advisory fee would be charged starting at the end of the first quarter, based on the value of the assets deposited into the Account at the time of their deposit. Going forward, the arrears fees will be based on the account value, on the last business day of the preceding quarter. If the account management, payable in arrears, is then terminated mid quarter, the remaining advisory fee becomes immediately due and payable. Any fees will be billed directly to the Client.

The *I-DPP Advisor Program* Fee Agreement may be terminated by the client within five (5) business days of signing this original agreement without incurring any fee**.** Additionally, this Agreement may also be terminated by any party effective 30 days after the receipt of written notice to the other party ("Termination Date"). The Client will be entitled to a pro- rata refund of any prepaid quarterly fee based upon the number of days remaining in the quarter after the date on which notice of termination is received. Client acknowledges and agrees that the advisory fee schedule set forth in 'Schedule A' is in effect for Client's Account and will continue until thirty (30) days after Advisor or IAR has notified the Client in writing of any change in the amount of the fees or charges applicable to the Client's Account, at which time the new fees or charges will become effective unless the Client notifies Advisor in writing that the Program management services are to be terminated. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be refunded directly to the client.

The termination of the advisory agreement does not terminate the DPP purchase. The Client remains subject to the illiquidity of the DPP investment and has full ownership responsibilities, regardless if they continue to get fee-based advice within the framework of this agreement. The DPP may be illiquid and if and when the client can liquidate the DPP investment; the Client will incur market risk and transaction cost associated with the sale of the DPP.

Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the DPP after termination of this Agreement.

I-DPP ADVISOR FEE SCHEDULE "A"

Portfolio Value	Maximum Fee
ALL LEVELS	1%

THE I-ANNUITY PROGRAM

The *I-Annuity Advisor* Program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Annuity* Investment Advisory Client Services Agreement. The minimum account size is $25,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee. The maximum advisory fee is 2.00% per annum, of which the fee can be reduced depending on the unique circumstances of each client. Eligible assets of the *I-Annuity Advisor* Program will include the sub-accounts provided within the annuity platform. The sub-accounts may or may not be available for use as an investment option within the annuity accounts, at the discretion of the annuity company.

The advisory fee referenced in 'Schedule A' includes all advisory fees and charges for the services of Advisor and IAR. Client will bear all investment expenses incurred by the underlying annuity investments, to include, but not limited to sales charges, management fees, and transaction charges. In addition, Client is responsible for all internal fees set forth by the insurance company per the Annuity Agreement maintaining custody of the client annuity account as selected by Client; Client should consult with the insurance company for a complete list of charges and fees. Neither the IAR nor Advisor receives any portion of internal fees assessed by the insurance company for the annuity contract Mortality and Expenses ("M&E") or any riders agreed to in the annuity contract. The insurance company representative and the General Agent may receive commission compensation as per the insurance company commission agreement.

IAR will provide Client with a quarterly invoice detailing the advisory fee, to include the value of the account assets under management as of the close of business on the last business day of the preceding quarter, the advisory fee percentage used to calculate the actual dollar amount of the fee, and the fee due to the Advisor. The client may either remit a check directly to Advisor or may instruct the insurance company to issue a check from the Client's Annuity Account made payable to the Advisor. The payment of such fees from the Account may be treated as a withdrawal depending upon the terms of the Contract. Client acknowledges that a withdrawal from the Contract to pay such advisory fees may incur a withdrawal charge, if applicable during the surrender charge period as defined by the Contract and thus may require the insurance company to liquidate a larger amount than the advisory fees.

Client understands that there may be tax ramifications related to fees withdrawn from the Annuity Account. The insurance company will define these tax ramifications in their Advisor Authorization Agreement under the distribution of fees section. Such tax issues could be an early withdrawal penalty for fee withdrawals before annuity owner reaches 59 ½ and the withdrawal could be considered a taxable event for a non-qualified annuity. The client should check with their tax advisor related to these issues. Client understands that Advisor, in connection with IAR's performance of services, will be entitled to and may share in the advisory fees payable hereunder.

The *I-Annuity Advisor* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Client acknowledges and agrees that the fee schedule set forth in 'Schedule A' is in effect for the Program Account and will continue until thirty (30) days after Advisor has notified the Client in writing of any change in the amount of the fees or charges applicable to the Client's Account, at which time the new fees or charges will become effective unless the Client and IAR agree on a re-negotiated amount or the Client notifies Advisor in writing that the management Program be terminated.

Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be refunded directly to the client. Additionally, the client may terminate the *I-Annuity Advisor* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to any market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Annuity Advisor* Program, assets then become the client's responsibility to monitor and manage. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-ANNUITY PROGRAM FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	2.00%
Next $250,000	1.75%
Next $500,000	1.50%
Over $1,000,000	1.00%

THE I-VARIABLE LIFE PROGRAM

The *I-Variable Life* Program offers participants asset allocation, brokerage services, consolidated reporting and periodic recommendations based on stated investment objectives. Clients may authorize IAR to execute transactions on a discretionary or non-discretionary basis.

To participate in this program, IAR and client enter into the *I-Variable Life* Investment Advisory Client Services Agreement. The minimum account size is $25,000 however IAR may choose to waive this minimum for certain clients. Should the market value of the account fall below the stated minimum, Advisor may require deposits of additional funds/securities or terminate the program account.

Clients pay an annualized advisory fee in addition to brokerage transaction charges as outlined below. The maximum advisory fee is 2.00% per annum, of which the fee can be reduced depending on the unique circumstances of each client. Eligible assets of the *I-Variable Life* Program will include the sub-accounts provided within the variable life platform. The sub-accounts may or may not be available for use as an investment option within the variable life accounts, at the discretion of the variable life company.

The advisory fee referenced in 'Schedule A' includes all fees and charges for the services of Advisor and IAR. Client will bear all investment expenses incurred by the underlying variable life investments, to include, but not limited to sales charges, management fees, and transaction charges. In addition, Client is responsible for all internal fees set forth by the insurance company per the Variable life Agreement maintaining custody of the client variable life account as selected by Client; Client should consult with the insurance company for a complete list of charges and fees. Neither the IAR nor Advisor receives any portion of internal fees assessed by the insurance company for the variable life contract Mortality and Expenses ("M&E") or any riders agreed to in the variable life contract. The insurance company representative and the General Agent may receive commission compensation as per the insurance company commission agreement.

IAR will provide Client with a quarterly invoice with the advisory fee due to the Advisor. The client may either remit a check directly to Advisor or may instruct the insurance company to issue a check from the Client's variable life account made payable to the Advisor. The payment of such fees from the Account may be treated as a withdrawal depending upon the terms of the Contract. Client acknowledges that a withdrawal from the Contract to pay such fees may incur a withdrawal charge, if applicable during the surrender charge period as defined by the Contract and thus may require the insurance company to liquidate a larger amount than the advisory fees.

Client understands that there may be tax ramifications related to fees withdrawn from the variable life account. The insurance company will define these tax ramifications in their Advisor Authorization Agreement under the distribution of fees section. Such tax issues could be an early withdrawal penalty for fee withdrawals before variable life owner reaches 59 ½ and the withdrawal could be considered a taxable event for a non-qualified variable life. The client should check with their tax advisor related to these issues. Client understands that Advisor, in connection with IAR's performance of services, will be entitled to and may share in the advisory fees payable hereunder.

The *I-Variable Life* Program may be terminated by the client, IAR, Advisor or IFG at any time upon written notice. Client acknowledges and agrees that the fee schedule set forth in 'Schedule A' is in effect for the Program Account and will continue until thirty (30) days after Advisor has notified the Client in writing of any change in the amount of the fees or charges applicable to the Client's Account, at which time the new fees or charges will become effective unless the Client and IAR agree on a re-negotiated amount or the Client notifies Advisor in writing that the management Program be terminated. Upon termination, the client is entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after termination. Such fees will be credited to the account where the fees were debited or refunded directly to the client. Additionally, the client may terminate the *I-Variable Life* Program within five (5) business days of its signing without penalty from Advisor however the client will be subject to any market risk and transaction costs incurred during the five day period. If the agreement is terminated after five business days, the client will receive a refund of any pre-paid quarterly fees based upon the number or days remaining in the quarter after the date upon which notice of termination was received.

Upon termination of the *I-Variable Life* Program, transactions will be processed at prevailing brokerage rates and it becomes the client's responsibility to monitor their assets. IFG, Advisor or IAR will not have any further obligation to act or provide advice with respect to the assets.

I-VARIABLE LIFE FEE SCHEDULE

Portfolio Value	Maximum Fee
First $250,000	**2.00%**
Next $250,000	**1.75%**
Next $500,000	**1.50%**
Over $1,000,000	**1.00%**

FINANCIAL PLANNING AND CONSULTING-I-PLAN CONSULTING
Certain IARs provide financial planning and consulting services for a fee. All fees and services are negotiable and specified under the terms of the Financial Planning Client Services Agreement. General categories of financial planning/consulting services are as follows:

a) **Hourly Financial Consulting:** Clients may retain IAR to provide financial consulting services for an hourly fee which generally range from $100 to $300 per hour. In certain circumstances, the fee or a portion may be collected in advance. In such cases clients will have five (5) days after signing the agreement to terminate without penalty. If the client terminates the agreement after the first five days, client will receive a refund of the fees paid or be charged a portion of all of the balance of the fee depending on the value of the services provided before termination.

b) **Fixed Fee Services:** Clients may retain IAR to provide a one-time financial plan, portfolio analysis or investment policy statement for a fixed fee. As set forth in the Financial Planning/Consulting Client Services Agreement, the fee will vary depending upon the services provided or complexity of the client situation. Clients may pay a portion of the fee in advance and the balance upon completion of services. In such cases, clients will have five (5) days after signing the agreement to terminate without penalty. If the client terminates the agreement after the first five days, the client will either receive a refund of a portion of the fees paid or charged a portion of the fee depending upon the value of services provided before termination.

c) **Annual Financial Consulting Program:** Clients may retain IAR, on an annual basis, to provide a financial plan and other consulting services which could be on-going for updates and adjustments to the plan, based on changes in the client's financial status and circumstances. The fee for the annual financial consulting program will be stated in the Financial Planning/Consulting Client Agreement Clients may pay a portion of the fee in advance and the balance in installment or the whole retainer in advance. In such cases, clients will have five (5) days after signing the agreement to terminate without penalty. If the client terminates the agreement after the first five days, the client will either receive a refund or a portion of the fees paid or be charged a portion of the fee depending upon value of services provided before termination.

THIRD PARTY ASSET MANAGER PROGRAMS
Advisor has entered into agreements with various third party investment advisors (money managers). Under these agreements, Advisor offers various types of programs sponsored by these managers. IAR may determine that the client is suitable for one or more third party managers' services and assist the client in selecting a particular program.

Fees may be negotiated but generally range from 0.50% to 3.00% per annum depending upon the program, size of the account and services offered. Some programs offer an inclusive fee or 'wrap fee' to cover account management, brokerage or clearing charges, custody and administrative services. All fees and aspects of the program are detailed and disclosed in the third party investment advisors, Advisory Agreement, Form ADV Part II and disclosures document which are provided to the client. Selection of a wrap fee program may result in the payment of fees in excess of the combined total of separate advisory fees and transaction charges paid per transaction.

Clients receive quarterly statements which will include the calculation and amount of fees paid from the program sponsor. Affiliates of Advisor or the third party investment advisor may act as broker-dealer in connection with the program and receive additional compensation.

The advisory relationship may be terminated by the client, Advisor, IAR or the third party investment advisor in accordance with the termination provisions of the agreements. The client will typically receive a pro-rated refund of any pre-paid advisory fees. Additionally, the client may terminate the advisory relationship without being assessed any penalty from Advisor within five (5) business days of signing the agreement however the client will be subject to market risk and transaction costs incurred during the five day period.

MUTUAL FUND, VARIABLE ANNUITY AND VARIABLE LIFE THIRD PARTY MANAGEMENT PROGRAMS

Third Party Managers also provide mutual fund, variable annuity and variable life management services programs. These programs provide management that: 1). allocates clients' assets among various mutual fund families or variable annuity and variable life sub-accounts; 2). select various strategies consisting of model portfolios of mutual funds and/or variable annuities or variable life sub accounts; 3). assist clients in allocating existing mutual funds and/or variable annuities or variable life, based on clients chosen investment objective and risk profile.

Advisory fees may vary, but generally range from .50% to 3.00% per annum depending upon the program, size of the account and services offered. Some programs offer an inclusive advisory fee to cover account management, brokerage or clearing charges, custody and administrative services. All advisory fees and aspects of the program are detailed and disclosed in the program agreement.

Clients receive quarterly statements which will include the calculation and amount of fees paid. Affiliates of Advisor, mutual fund, annuity or the third party investment advisor may act as broker-dealer in connection with the program and receive additional compensation.

Certain mutual funds purchased in the program may or may not bear back-end sales charges or fees pursuant to Rule12b-1 of the Investment Company Act of 1940 (“12b-1”). Such fees and other expenses are described in each mutual fund’s prospectus. There will also be additional internal cost related to policy riders as well as the mortality and expenses of the life insurance and annuity policies that are borne by the client.

The mutual fund and variable annuity or variable life advisory relationship may be terminated by the client, Advisor, IAR or the third party investment advisor in accordance with the termination provisions of the agreements. The client will typically receive a pro-rated refund of any pre-paid advisory fees. Additionally, the client may terminate the mutual fund/variable annuity management advisory relationship without being assessed any penalty within five (5) business days of signing the agreement however the client will be subject to market risk and transaction costs incurred during the five day period.

Certain mutual fund programs are subject to short-term redemption fees if positions are not held for a minimum of three (3) months. There can also be transaction charges if the frequency of trades exceeds the stated agreement limits of the variable annuity or variable life policy. These fees will be in addition to any other fees, charges and restrictions imposed by the various companies.

EDUCATION AND BUSINESS STANDARDS

IARs are required to meet licensing standards as required by state and federal regulatory agencies. IARs must obtain the Uniform Investment Advisor (Series 65) or the Uniform Combined Law Examination (Series 66) in conjunction with the General Securities Representative Examination (Series 7) or in select instances representatives may qualify through professional designation(s) which exempts them from needing to obtain the Series 65 or 66 under applicable state law to function in an investment advisory capacity.

EDUCATION AND BUSINESS BACKGROUNDS OF DIRECTORS

Joe H. Miller Jr., born in 1955, received a BA in Economics from the University of California at San Diego. Mr. Miller is a Managing Director and Chief Executive Officer of Independent Financial Group, LLC from December 2003 to present. Mr. Miller has been in the securities industry since 1982. Mr. Miller was Co-founder, Vice President and Chief Financial Officer of United Pacific Securities, Inc. from February 1988 to November 1998 at which time United Pacific Securities was acquired by SunAmerica, Inc. From November 1998 to November 2003, Mr. Miller managed the Carlsbad branch office of Sentra Securities Corporation. Mr. Miller holds the following industry registrations; Series 4, 7, 22, 24, 27, 39, 53, 63, 65. Mr. Miller is also a Certified Financial Planner and California insurance agent.

Scott A. Heising, born in 1960, received both a BA in Business Administration and MBA from San Diego State University. Mr. Heising founded Independent Financial Group in 2003 and is a Managing Director and Chief Financial Officer of Independent Financial Group, LLC from January 2003 to present. Previously, Mr. Heising was Senior Vice President and Chief Financial Officer for SunAmerica Securities, Inc., Sentra Securities Corp., and Spelman & Co. from January 2001 through December 2002; Vice President and Chief Financial Officer for Sentra Securities Corp., and Spelman & Co from 1997 to January 2002. Mr. Heising holds the following industry registrations; Series7, 27, 65, and also earned his CPA in 1988.

David A. Fischer, born in 1963, received his Bachelor's Degree in Organizational Communications from Pepperdine University. Mr. Fischer is a Managing Director of Independent Financial Group, LLC from August 1, 2005 to present. Mr. Fischer has been in the securities industry since 1986. From September 2002 to October 2004, Mr. Fischer was Senior Vice President, National Recruiting for AIG Advisor Group and several of its affiliated companies. From November 2001 to September 2002, he served as Senior Vice President, Business Development and Branch Office Relations with Sentra Securities Corp, Spelman & Co and SunAmerica Securities. From August 1989 to September 2001, Mr. Fischer acted as Director, National Branch Development. Mr. Fischer also worked in various roles such as regional wholesaler, product sales, marketing and broker services with Putnam Mutual Funds and Linsco Private Ledger dating from 1986.

OTHER BUSINESS ACTIVITIES OR OTHER FINANCIAL INDUSTRY AFFILIATIONS

Independent Financial Group, LLC's principal business is as a full service general securities broker-dealer, and also engages in business as an insurance broker. The principal business of its executive officers is the day-to-day management of its broker-dealer activities. This principal business and other non-investment advisory services account for over 75% of Independent Financial Group, LLC's time.

PARTICIPATION OR INTEREST IN CLIENT ACCOUNTS

IFG does not make a market in any securities and does not buy or sell securities for its own account. IFG's broker-dealer may offer brokerage services to clients separate from the advisory services described herein. IARs provide brokerage services to clients as registered broker-dealer representatives. IFG and its registered broker-dealer and registered representatives typically receive transaction based compensation in connection with such brokerage services.

Transactions are executed through IFG's broker-dealer affiliate. IFG's affiliated broker-dealer may receive a portion of the transaction charges paid by the client in connection with such transactions. IFG's affiliated broker-dealer may act as broker-dealer in connection with third party programs (as described above) and receive compensation in connection with such services as set forth in the account opening documentation. IFG and the IAR have a financial interest in a directed brokerage arrangement because IFG's affiliated broker-dealer and/or the IAR in their capacity as a broker-dealer representative of IFG's affiliated broker-dealer will earn transaction charges, commissions or other income in connection with those transactions.

IARs may recommend to clients the purchase or sale of investment company products from which they may receive compensation. Certain mutual funds (and/or their related persons) and certain unit investment trusts in which a client may invest, make payments to broker-dealers. Such payments may be distributed pursuant to a 12b-1 distribution plan or pursuant to another arrangement as compensation for distribution or administrative services and may be paid out of the fund's or the trust's assets.

IFG and/or the IARs may receive such fees or other compensation to the extent permitted by law. A fund that imposes a front-end sales load(charge) but which waives that front-end sales load (a front-end load at net asset value) for purchases made on behalf of the account may bear 12b-1 distribution or service fees in excess of .25% of the account's net assets invested in such funds (the maximum allowed for no-load funds). In addition, unit investment trusts may bear deferred sales charges in excess of .25% of the account's net assets invested in such trust. The 12b-1 fee, deferred sales charges, and other fee arrangements will be disclosed upon request and are typically described in the applicable fund's or trust's prospectus. Because of these compensation arrangements, a conflict of interest may exist in connection with the recommendation of particular mutual fund or unit investment trust investments for a client's account.

IARs may recommend the purchase of various Direct Participation Programs (DPPs) such as Limited Partnerships, REITs or other non-standard assets from which they may receive a commission. Clients may request these assets to be placed in an advisory account for a consolidated view of their account and frequently the values shown on these statements are the initial purchase amount made by the client. Such purchases are made either: 1) through the broker-dealer with a commission paid making the value ineligible for fee billing or 2) through the sponsor at NAV without a commission paid making the value eligible for inclusion in fee billing. It is important to recognize that investments noted in this section are highly illiquid and the amounts shown on the statements might not accurately reflect the current liquidation value.

IFG, its IARs, and affiliates may, but are not obligated to, purchase, sell, or recommend a security which they may purchase or sell for their own accounts. IFG has procedures dealing with insider trading, employee related accounts, front-running and other issues that may present a potential conflict when such purchases, sales, or recommendations are made. In general, these policies and procedures are intended to eliminate, to the extent possible, the adverse effect on clients of any such potential conflicts of interest.

CONDITIONS FOR MANAGING ACCOUNTS

The minimum investment required in the Account Programs is $50,000. IAR may choose to waive these minimums for certain clients. Should the market value of the account fall below the stated minimum, IAR may require additional money or securities be deposited to bring the account value up to the required minimum or close the account. IAR may impose minimums on other types of managed accounts, as set forth in the account opening documents. In addition, third party advisors may also impose minimums on accounts in their programs as set forth in their Form ADV Part II or other disclosure documents.

No agency-cross transaction (as such term is defined in Rule 206(3)-2(b) under the Investment Advisors Act of 1940) for the accounts shall be effected by IAR. No principal transactions with Advisor shall be effected in the accounts by IFG.

INVESTMENT OR BROKERAGE DISCRETION

The IAR may have the authority to determine, without obtaining specific client consent, the securities and/or amount of securities to be bought or sold as set forth in the account agreement. IFG, Advisor or the IAR do not have the authority to withdraw funds or take custody of client funds or securities.

Clients selecting third party managed programs may grant IAR and/or the third party advisor authority to determine, without obtaining specific client consent the securities and/or amount of securities to be bought or sold as set forth in the account agreement. A description of the limitations on the authority of the third party advisors may be found in the Form ADV or equivalent disclosure brochure of the investment manager that is delivered to the client.

In certain third party programs, IARs may have the authority to determine without the specific client consent, the broker-dealer to be used and the commission rates paid. Each client will receive a copy of the third party advisor’s Form ADV Part II or other disclosure document which describes the limits of the advisor’s authority and the factors used when selecting their broker-dealers and determining the reasonableness of their commissions.

Advisor makes a basic assumption the IAR will recommend the client also use the IAR in their capacity as a registered representative through IFG, to affect the purchase or sale of recommended transactions. In most, cases, the IAR will be a registered representative of the broker-dealer affiliated with IFG. Client may pay commissions higher than those obtainable from other brokers. IAR or IFG do not direct client transactions to a particular broker in return for products and/or research services it may receive.

Client is also free to implement the recommendations of IARs through whomever they choose. When providing financial planning and consulting services, IARs may recommend that clients purchase securities or insurance products offered through IFG's affiliated broker-dealer pursuant to the plan or consultation. IARs typically receive commissions as registered broker-dealer representatives or insurance agents in connection with such transactions. Thus, the IARs may have a conflict of interest when providing financial planning services because they and IFG may receive additional compensation if the client chooses to execute transactions or purchase insurance products through IFG's affiliated broker-dealer. Clients are under no obligation to purchase products recommended by IARs through the Advisor, IFG or its affiliates.

CONFLICTS OF INTEREST AND ADDITIONAL COMPENSATION

IARs in their capacity as investment advisors and registered representatives enter and execute all transactions in the *Advisor Plus, Advisor Plus II, Advisor Wrap, I-Design, I-Design II, I-Lockwood Wrap and I-Custom Wrap* programs through Pershing; the *I-Freedom-Wrap* TD and *I-Freedom-One* TD through TD Ameritrade and the *I-Freedom-One Schwab* program through Charles Schwab. IARs and IFG as broker-dealer will make every attempt to obtain the best execution possible. The total account fees paid by the client for these program accounts may be higher or lower than advisory fees and commissions which the client could negotiate separately for the same services.

Clients should consider that depending upon the level of the advisory fee charged the amount of portfolio activity in the account, the value of services that are provided under the program among other factors, the program fee may or may not exceed the aggregate cost of such services if they were to be provided separately. Clients should also be aware that, by potentially discounting the administrative fee, Advisor may be providing an incentive for IARs to recommend that their clients open program accounts, because it provides an opportunity for the IAR to retain a higher amount of the total advisory fee paid by each client who opens a program account.

Program fees do not include certain charges such as 12b-1 fees paid by mutual funds held in client's account, which may be retained by IAR. The amount of a mutual fund's 12b-l fees are included among normal mutual fund expenses and are reflected on the fund financial statements. Notwithstanding the foregoing, no 12b-1 fees may be received by IAR with respect to any assets in a program account of a client which is an employee benefit plan subject to ERISA, an IRA or other account subject to the prohibited transaction rules of the Internal Revenue Code which are substantially the same as ERISA.

IFG, its personnel or affiliates may receive commissions or other fees or compensation in relation to any investment or insurance product placed through or with them as a broker-dealer outside this account. These investments, accounts and services offered by the broker-dealer are separate and distinctly different from the investment advisory services offered even though the values may be shown on the advisory statement. It is possible for the representative to sell a client a security or insurance product (and receive a commission), then move the investment to a managed account. In these cases, the investment will be ineligible for fee billing, with limited exception, for a one year period of time from the time the IAR, in their capacity as a registered representative of a broker-dealer will not be permitted in the Program.

Advisory accounts provide automatic daily cash sweep programs into client selected money market funds offered by Federated Financial Services Company and Dreyfus. IFG may receive compensation of up to 0.15 percent of the assets invested in Dreyfus Insured Deposits and up to 0.35 percent of the assets invested in Federated money market funds. IFG IARs do not receive any portion of these payments.

IFG in its capacity as a Registered Investment Advisor (RIA) may engage in solicitors' agreements with third party money managers or investment advisory companies and receives compensation for such services based on deposits or assets placed under management. A portion of these fees are paid to IFG Investment Advisor Representatives (IARs).

Additionally, IFG receives distribution allowances, due diligence fees, platform expenses and other payments from certain third party money managers of up to 10 basis points (0.10%) annually on assets placed with the managers and custodians. These fees are retained by IFG and are not paid to any of its IARs as results IARs do not receive a greater or lesser fee for selecting one advisor over another. In all cases, such fees are paid from the money manager's own resources and not from client assets. The following third party money managers currently participate in this payment arrangement:

AAM
Envestnet
Lockwood Advisors, a division of Pershing LLC

Certain investment advisory companies may pay Independent Financial Group to support our Conference Program as described in further detail in the section titled "Conference Program". These sponsors have greater access to our representatives to provide educational and training opportunities. For example, sponsors may also host events for individual representatives and their clients such as seminars and client appreciation events. Not all sponsors participate at the same level and participation is voluntary. Depending on the level of participation, the payments to support the Conference Program may range from $2,500 to $10,000.

The following investment advisory companies have or are currently participating in our Conference Program described below.

Absolute Capital
Advisor Asset Management
CLS Investment Firm LLC
CMG Capital Management Group
Envestnet
Fidelity Investments
Foxhall Capital Management
Genworth Financial Asset Management
Mutual Asset Management
Pershing Advisory Services

Conference Program
Independent Financial Group's representatives have the ability to create investment portfolios from a variety of approved products and programs. Certain product sponsors contribute additional funds and resources to programs that support our marketing, education and training efforts, such as our national conference and other seminars or conferences conducted throughout the year ("Conference Program").

The amounts that product sponsors pay to participate in the Conference Program is based on a tiered platform that ranges from $2,500 to $40,000 and according to the events and activities the sponsor chooses, may include: conference calls, web-casts, Top Producer Event, and National Conference exhibit booths.

In addition, product sponsors and other companies may also reimburse up to 100% of the cost of due diligence, training and education/joint marketing meetings for our representatives, as permitted by industry rules. Sales of any products by Independent Financial Group representatives may qualify them for additional cash and non-cash compensation that may include support for their business activities, attendance at seminars, conferences and entertainment.

It is important to know that although the product sponsors contribute these funds to Independent Financial Group and may have greater access to our representatives' the client does not pay more to purchase these products through Independent Financial Group than they would through another broker-dealer. The payment of this additional compensation to Independent Financial Group by these product sponsors may pose a financial incentive to promote certain products over other products, although we do not believe that these arrangements compromise the service the representative provides to the client.

CODE OF ETHICS

- IFG and its IARs/RRs are expected to comply with the rules and regulations included but not limited to the Investment Advisor Act of 1940, Securities Act of 1933, Security Exchange Act of 1934, the Investment Company Act of 1940 and any rules adopted under applicable federal securities laws.
- IFG and its IARs/RRs are expected to adhere to the highest business standards and conduct their affairs with integrity and competence when dealing with the public, clients, prospects and fellow employees.
- IFG and its IARs/RRs are expected to adhere to the highest standards with respect to any potential conflicts of interest with client accounts.
- IFG, its IARs and employees will safeguard non-public information to prevent unauthorized access to material non-public information about the Advisor's securities recommendations, client transactions, and portfolio holdings.
- IFG, its IARs and employees will preserve the confidentiality of information that may be obtained in the course of doing business and not to use such information in a way that may adversely affect our clients.
- The customer information IFG and its IARs/RRs receive cannot be disclosed to any third party unaffiliated with Advisor or IFG except as specifically permitted by the law. Those instances permitted by law are such things as customer service firms. These are all described in the Privacy Policy annually. The firm's IARs/RRs must give each individual customer a Privacy Policy describing what personal information we collect and what we do with it at or before establishing a customer relationship. The initial Privacy Policy is included as an addendum to the client services agreement. Annually thereafter, the firm mails its Privacy Policy to its clients.

- IFG and its IARs/RRs will not front-run client transactions. Representatives who enter trades in the same security on the same day as their clients must ensure that their own trade is entered last. The Compliance Department will review transactions to ensure client transactions were entered before the representative's transaction.
- IFG and its IAR/RRs are precluded from investing in initial public offerings.
- IARs/RRs may be permitted to participate in limited or exempt offerings upon written approval from IFG.
- IARs/RRs may be permitted to participate in a private securities transaction or only upon written approval from IFG. Typically, a passive investment by the representative for their own benefit will most likely be approved. However, private transactions involving soliciting others to invest, or "advising" a company wishing to attract investors, will most likely be denied.
- IARs/RRs must report personal securities holdings and accounts within ten (10) days of affiliation and report subsequent transactions at least quarterly thereafter to the Compliance Department for review. The Compliance Department must receive written notice of any new securities accounts and on an annual basis IARs/RRs must verify they have reported all securities holdings and accounts to the Compliance Department for review. The Chief Compliance Officer or designee will review the personal securities holdings submitted by the IARs/RRs at least annually.
- IARs/RRs are prohibited from sharing directly or indirectly in any profits or losses of a customer.
- To protect clients and IFG from the risks of dealing with cash, IFG and its IARs are prohibited from accepting cash or cash equivalents for any purchase or other customer obligation.
- IAR/RRs are prohibited from guaranteeing profits or guaranteeing a customer against loss in any securities account or transaction.
- IAR/RRs are prohibited from engaging or assisting anyone else to engage in any type of market manipulation, such as "marking the close" (effecting a trade at the end of the day with the intent of changing the reported closing price), "parking securities" (holding securities for someone else to hide true ownership or control, or under an arrangement where there is an agreement to repurchase the securities in the future at a fixed price), engaging in matched sales or wash sales, in which different persons buy and sell from each other to create the false appearance of market activity or price changes, or circulate any rumors (insider trading) with the intention of affecting the market price in any way that improperly benefits the representative and/or another person.
- IAR/RRs are prohibited from forging any customer's signature. Representatives are also prohibited from signing a customer's name on any document even if the client provides verbal or written authority for the representative to do so.
- IAR/RRs are prohibited from using or borrowing any customer's funds or assets in any way that improperly benefits the representative and/or another person.
- IARs/RRs will receive a copy of this Code of Ethics upon affiliation and verify their understanding of the provisions herein by providing written receipt to the Compliance Department.
- All persons associated with IFG have an obligation to promptly report suspected violations of regulations, firm policies and procedures, and this Code of Ethics to the Chief Compliance Officer.
- Violations of this Code of Ethics may warrant sanctions which may include suspension or dismissal at the discretion of senior management.

PRIVACY POLICY

IFG and its family of affiliated companies are committed to maintaining the trust and confidence of their clients. Keeping customer information secure and private is a company priority. The following describes the firm's privacy policy.

Types of Non-Public Personal Information Collected

In the course of providing service to the clients, IFG collects non-public personal information from the following sources:

- Information from account applications and other standard forms (i.e.: name, address, social security number, assets, types and amounts of investments, transactions and income);
- Information about IFG transactions, affiliates or others including those companies that work closely with IFG to provide diverse financial products and services (for example, account balances, payment history, parties to transactions, types and amounts of investments, transactions, and credit card usage);
- Information from consumer reporting agencies (for example, client credit worthiness and credit history);
- Information obtained when verifying the information provided on applications or other forms (this may be obtained from current or past employers, or from other institutions where the clients conduct financial transactions).

How Confidentiality and Security of Client Non-Public Personal Information is Maintained

Keeping client information secure is one of IFG's most important responsibilities. IFG restricts access to non-public personal information to those employees and agents who need to know that information in order to provide products or services to the client. IFG maintains physical, electronic, and procedural safeguards that comply with federal standards to guard non-public personal information.

Disclosures to Non-Affiliated Third Parties

IFG does not sell, share or disclose client non-public personal information to non-affiliated third party marketing companies. IFG may disclose information collected as described above to companies that perform marketing or other services on the firm's behalf, or to other financial institutions with which IFG has joint marketing agreements. All of these companies are contractually obligated to keep the information that is provided to them as confidential and use the information only for the services required and as allowed by applicable law or regulation, and are not permitted to share or use the information for any other purpose.

IFG may also disclose non-public personal information under circumstances as permitted or required by law. These disclosures typically include information to process transactions on the client's behalf, to conduct operations, to follow client instructions as authorized, or to protect the security of IFG financial records.

Disclosures within IFG Affiliated Companies

In the course of providing services to the client, IFG is permitted by law to share within its family of affiliated company information about its transactions or experiences with the client (such as account balance or payment history).

Policy Relating to Former Customers

If a client decides to close their account(s) or become an inactive customer, IFG will adhere to the privacy policies and practices as described in this notice. IFG reserves the right to change this policy at any time and will notify the clients if any changes occur.

Contact Information for Questions Regarding this Privacy Policy

Questions regarding this policy should be made in writing and addressed to:

Independent Financial Group, LLC
Compliance Department
12636 High Bluff Drive, Suite 100

San Diego, CA 92130

This privacy policy applies to consumers who are clients or former clients of Independent Financial Group, LLC, a registered investment advisor and a registered broker-dealer, member FINRA & SIPC.