IAG | WEALTH MANAGEMENT

INNOVATIVE ADVISORY GROUP

FIRM BROCHURE
Version 2019.1

Primary Business Address

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This brochure provides information about the qualifications and business practices of INNOVATIVE ADVISORY GROUP, LLC. If you have any questions about the contents of this brochure, please contact us at (781) 218-2250 or by electronic mail at legal@innovativewealth.com. Except where indicated, the information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any equivalent state securities authority.

Additional information about INNOVATIVE ADVISORY GROUP, LLC is also available on the United States Securities and Exchange Commission website at http://www.advisorinfo.sec.gov. Please do note that INNOVATIVE ADVISORY GROUP, LLC is not responsible for the maintenance or management of this website.

INNOVATIVE ADVISORY GROUP is an Independent Registered Investment Advisor.

- **Independent solely and only implies that INNOVATIVE ADVISORY GROUP is not affiliated with any other firm.**
- **Registered solely and only implies that INNOVATIVE ADVISORY GROUP has registered itself with the appropriate regulatory organization within the United States.**
- **Investment Advisor solely and only implies that INNOVATIVE ADVISORY GROUP portrays itself to be a firm that provides Investment Advice in accordance with all the disclosures in this brochure.**

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Item 2. Material Changes

March 30, 2011	Initial Revision; 2010 Annual Update in Brochure Format
May 27, 2011	Changed Version to 1.1 Item 5.1: Added Investment Advisory Services Expenses Item 5.2: Removal of Specific Investment Research Fee Item 8.2: Minor corrections to Margin Transaction and Options Item 10.2: Added a missed firm relationship Item 12.1: Added additional information Item 16: Added further information for Maine residents Item 18: Financial Information. Added clarification information
October 01, 2011	Changed Version to 1.2 Added Additional Office Address
March 12, 2012	Changed Version to 1.3 Item 4.3: Added Other Special Services Item 5.1: Added Other Special Services Item 12.2: Corrected information on Pensco Trust Company Item 14: Corrected and clarified information pertaining to Client Referrals and Other Compensation Item 19: Added Office Locations and Contact Information
April 09, 2012	Changed contact information on cover Page
August 20, 2012	Changed Version to 1.4 Item 4.1: Removed Capital Market Solutions, LLC as the owner. Added clarification to ownership and investment advisory services activity Item 4.2: Removed Ms. Laurie Bachelder as a Management Person Item 10.4: Removed Ms. Laurie Bachelder; Added Mr. Rajeev Kotyan's information Item 12.1: Added clarification to TD Ameritrade brokerage Item 12.2: Added clarification to PENSCO custodian services Item 13.1: Removed Ms. Laurie Bachelder from Investment Committee Item 14: Added TD Ameritrade and PENSCO Specific Disclosures
October 16, 2012	Changed Version to 1.5 Item 10.2: Removed Kenmar Properties Item 19: Removed South Portland office Item 19: Removed Ms. Laurie Bachelder and Mr. Odias Bachelder II
January 28, 2013	Changed Version to 1.6 Changed Copyright to include 2013 Changed Registered Office Address on Cover Page Item 4.3: Updated Annual Assets Under Management Item 10.2: Removed Equity Trust Company and AllianceBernstein from Client AMA Item 10.4: Remove Mr. Rajeev Kotyan's additional disclosure Item 19: Changed Registered Office Address; Removed Lakewood, CA address; Removed Mr. George Zuluaga
June 03, 2013	Changed Version to 2.0 Updated NUA Advisors, LLC to NUA Advisors in various places Item 4.1: Updated legal name change and other information

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	Item 14: Updated Five Star Professional Award for Kirk Chisholm for Year 2013
September 26, 2013	Changed to Version 2.1 Item 4.1: Updated primary registration state to Commonwealth of Massachusetts Removed primary registered office Item 4.3: Added section on Plan Participant Accounts Item 5.1: Added reference to Plan Participant Accounts Item 10.2: Updated Insurance and Surety provider information Item 12.2: Added clarification to custodian fees (last sentence) Item 15: Added reference to plan provider Item 16: Added reference to plan provider Item 18: Changed Financial Information requirement to reflect requirements for Commonwealth of Massachusetts Item 19: Updated Office Location Information
December 02, 2013	Changed to Version 2.2 Item 10.2: Removed Vendor Executive Office Center Item 19: Removed office location in Portland, ME
March 14, 2014	Changed to Version 2.3 Changed Primary Business Address; Updated Copyright notice Item 4.3: Added clarification to One-Participant Plan Accounts; Updated Annual Assets Under Management Item 10.2: Updated Firm Relationships Item 10.4: Updated Management Persons Relationships Item 19: Updated Office Location Information
August 01, 2014	Changed to Version 3.0 Changed NUA Advisors to Innovative Advisory Group, LLC
January 02, 2015	Changed to Version 3.1; Updated Copyright notice Item 4.3: Updated Annual Assets Under Management Item 10.2: Updated Firm Relationships
February 05, 2015	Changed to Version 3.2 Item 4.1: Updated definition of IAG Wealth Management Item 5.1: Added clarity on fees for all services disclosed Item 5.2: Added clarity on Other Compensation for IAR's Item 7: Added clarity on estate clients, and restrictions on all clients Item 10.4: Added clarity on business of Harrington Eight, LLC Item 10.5: Added section on Recommendation of Third-Party Money Managers Item 11: Added clarity to Code of Ethics and Trading policy Item 12: Added clarity to benefits received from Brokers and Custodian recommendations Item 12.3: Added section on Aggregation of Purchase and Sales of Securities Item 15: Added clarity on withdrawal of IAG Fees Item 18: Added clarity to the financial information disclosure Item 19: Added section specific to state registered advisors Item 20: Moved from Item 19 to Item 20
February 22, 2016	Changed to Version 3.3; Updated Copyright notice Item 4.3: Updated Annual Assets Under Management

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	Item 5.2: Added IAG Website Specific Compensation Item 13: Added clarity to the entire section Item 14: Added 2015 and 2016 awards to the list Item 15: Added clarity to fee withdrawal and change of client information Item 20: Changed city of Home Office address in New Jersey
May 25, 2016	Changed to Version 3.4 Item 5.2: Added IAG Research Sales Compensation Item 8.4: Added Section on Investment Risk disclosures
September 12, 2016	Changed to Version 3.5 Item 12.2: Updated information about Custodian Item 20: Removed office location in New Jersey; Removed Ms. Fumiji Aoki
February 22, 2017	Changes to Version 3.6; Updated Copyright notice Item 4.3: Updated Annual Assets Under Management
September 25, 2017	Changes to Version 3.7 Item 5.1: Added information with regards to lower fees may be available from other advisors Item 5.2: Added clarity to other compensation of Management Person Item 8.4: Added Disclosure Risk Item 9: Added clarity as to where to get additional information Item 10.4: Added clarity as to where to find additional disclosures Item 15: Added clarity in first paragraph Numerous spelling and grammatical corrections throughout the document
February 15, 2018	Changed to Version 3.8; Updated Copyright notice Item 4.3: Removed Third-Party Money Managers (Sub-Advisors); Updated Annual Assets Under Management Item 5.1: Removed reference to Sub-Advisors and clarified percentage fees as currently charged Item 5.2: Removed reference to Research Sales Compensation Item 10.5: Clarified status with Third-Party Money Managers Numerous spelling and grammatical corrections throughout the document
March 23, 2018	Changed to Version 3.9 Item 5.1: Added Disclosure specific to State of Arizona residents Item 10.4: Clarified Management Persons arrangements and relationships
April 23, 2018	Changed to Version 4.0 Item 20: Added Office and Contact information in State of Arizona Numerous spelling and grammatical corrections throughout the document
June 01, 2018	Changed to Version 4.1 Item 20: Updated Arizona Office Address.
February 28, 2019	Changed to Version 2019: Updated Copyright notice Item 4.3: Updated Annual Assets Under Management Item 5.2: Added IAG Solicitor Compensation Item 5.3: Added Solicitor Recommendation and Referrals Compensation

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	Item 10.4: Clarified Management Persons arrangements and relationships Item 14: Added additional information about solicitor arrangements Item 20: Corrected Arizona Office Address.
September 16, 2019	Changed to Version 2019.1 Item 5.1: Corrected grammatical errors Item 18: Add clarity to Financial Information

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Item 4. Advisory Business

4.1. Formation and Ownership

February 2008	NUA Advisors, LLC was formed as a New Jersey Limited Liability Company
July 2008	Registered as an Investment Advisor with primary registration in State of Maine
April 2009	Converted to Maine Limited Liability Company
May 2013	Changed name to Innovative Advisory Group, LLC and continued to do business as NUA Advisors Converted to Massachusetts Limited Liability Company
September 2013	Changed primary registration to Commonwealth of Massachusetts
August 2014	Included the use of IAG Wealth Management for marketing. IAG Wealth Management is only a description of the services provided, and not the name or assumed name under which Innovative Advisory Group provides its services. IAG is an acronym for Innovative Advisory Group, and Wealth Management is a descriptive service definition. Used together as IAG Wealth Management is a service mark of Innovative Advisory Group, LLC.

EIN: 11-3836331

Innovative Advisory Group, LLC (IAG) is owned by two individuals equally through their appropriate intermediate holding companies as follows:
Mr. Kirk Chisholm – Stirling Global Advisors, LLC
Mr. Rajeev Kotyan – Blue Haven Group, Inc.
Each of the individuals is a 100% owner of their respective holding company. It should be noted that ownership of IAG does not imply that the person or entity can provide investment advisory services. Only disclosed Management Persons and those listed as Investment Advisor Representatives in IAG's Brochure Supplement is permitted to provide investment advisory services through or on behalf of IAG.

4.2. Management Person

Mr. Kirk Chisholm and Mr. Rajeev Kotyan are Management Persons of IAG based on the appointment by Managers as passed by resolution of Operating Agreement of IAG. Management persons may also be IAG's Investment Advisor Representatives only if they are appropriately licensed and registered in accordance with appropriate regulators. Currently these are the only management persons of IAG, and all of them are also Investment Advisor Representatives.

Mr. Kirk Chisholm

Born April 1975; BA in Economics; Trinity College, Hartford, CT. Independent Representative and Registered Investment Advisor with UBS (1999-2003), Smith Barney (2003-2005), Royal Alliance (2005-2008).

Mr. Rajeev Kotyan

Born July 1970; Bachelor of Engineering (Computers & Finance) - India. Financial and Technology Risk Management for various firms 1991-2005 including Citigroup, Investors Bank and Trust and Dow Jones. Business Advisor and Planner, owner for Blue Haven Group, Inc.

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4.3. Services Offered

Investment Advisory Services

Innovative Advisory Group, LLC provides Investment Advisory Services with regard to, but not limited to mutual funds, stocks, bonds, private and public partnerships, annuities, real estate investment trusts and other investment products that may not be considered securities. IAG provides full service investment management which will take into consideration the clients' individual needs, objectives and risk tolerance. IAG as a full-service investment advisor will address such issues as financial goals, risk management, taxation, retirement goals, investments, education and estate planning, relative to the investment management. It also may provide more limited and isolated services based on the clients request and requirements. IAG offers its services to individuals, as well as corporate clients (including small business which may be sole proprietors and other unregistered businesses and partnerships). Either client or IAG may terminate this service agreement at any time with written notice to the other.

Asset Management Accounts (AMA): IAG may act as the sole investment manager for a client's portfolio. IAG in its capacity as an investment advisor and IAG's Investment Advisor Representatives (IAR) will manage and direct specified assets of a client either on a discretionary or non-discretionary basis. Clients will permit trading authority to IAG's representatives to purchase and sell in the account pursuant to investment objectives of the client, to liquidate previously purchased investments, and purchase and sell separate accounts within annuities. Other investments such as equities, fixed income, structured products, and alternative investments may be purchased and sold at the client's direction. In authorizing the use of an AMA, the IAR obtains the necessary financial data from the client, assists the client in determining suitability, investment requirements, education and/or restrictions and assists the client in setting appropriate investment objectives. The client receives a monthly or quarterly statement showing account activity as well as positions held in the account as directly provided by the custodian. IAG does not custody any assets. Additionally, the client receives a confirmation of each transaction that occurs with the AMA unless the transaction is a result of a systematic purchase, redemption, or exchange. This confirmation of transaction is directly from the custodian of the AMA and will be within their policy. The client also receives detailed quarterly reports describing performance, positions and activities directly from the custodian of the AMA. While IAG is not responsible for the policy and procedures of the AMA custodian, IAG will make its best effort to make sure that the AMA custodian follows the mentioned requirements.

Plan Participant Accounts (PPA): Clients may provide IAG and IAG's IAR with authorization to manage assets held within an Employer Sponsored Plan (i.e. plan participant account). IAG shall provide Client with allocation services within the PPA, restricted to the options available within the PPA. Unless separate trading authorization is provided to IAG, Client will be responsible for the implementation and execution of allocation recommendations within the PPA. Client may permit trading authorization to IAG and IAR, if such is available by the Plan, upon which IAG and its IAR shall carry out trades within the PPA on behalf of the Client. Client should expect to receive detailed quarterly reports, statement and trade confirmations in accordance with the PPA policies and procedure.

One-Participant Plan Accounts (OPA): These plans shall be treated as AMA, limited to Client and Client spouse as defined in the Internal Revenue Code for One-Participant Plans.

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As of December 31, 2018 (approx. and rounded to the nearest $100,000.00)	
Discretionary Assets Under Management	$ 50,900,000.00
Non-discretionary Assets Under Management	$ 1,100,000.00
Totals	$ 52,000,000.00

Comprehensive Financial Planning Services

IAG shall provide client with comprehensive Financial Planning Services that will include a review of client's financial circumstances, financial goals and a written report of recommendations. This information normally would cover present and anticipated assets and liabilities, including insurance, savings, investments, and anticipated retirement or other employee benefits. The program developed for clients will usually include general recommendations for a course of activity or specific actions to be taken by Clients. For example, recommendations may be made that the Client obtains insurance or revise existing coverage, establish an individual retirement account, increase or decrease funds held in savings accounts or investment funds in securities. IAG may refer clients to a tax accountant or attorney for development of tax or estate plans, in coordination with the financial plan recommendations. IAG does not render legal, tax or accounting advice or prepare any legal documents for clients. Client's personal attorney shall be solely responsible for providing legal advice, legal opinions, legal determinations and legal documents. Client's personal tax adviser or accountant shall be solely responsible for any tax or accounting services provided to client. IAG may also create a cash flow analysis or work with and advise clients as to the rearrangement of cash flow in order to achieve certain goals and objectives such as buying a house, education planning, retirement planning, etc.. Clients who receive Financial Planning Services may receive Investment Advisory Services from IAG. Thus, IAG may have a conflict of interest when providing Comprehensive Financial Planning Services because IAG may receive additional compensation if Client chooses to use Investment Advisory Services from IAG. Client is under no obligation to use IAG's Investment Advisory Services.

Start: Disclosures Specific to State of California Residents

In accordance with California Code of Regulations Title 10, Chapter 3, Subchapter 2, Article 10, Section 260.235.2, IAG hereby discloses:

a) A conflict exists between the interests of IAG and the interests of the Client, and neither the Client nor IAG are under any obligation to align their interests,
b) Client is under no obligation to act upon the financial plan recommendations provided by IAG,
c) If the Client elects to act on any of the financial plan recommendations provided by IAG, the client is under no obligation to effect any transactions through the services provided by IAG.

End: Disclosures Specific to State of California Residents

Business Retirement Planning Services

IAG provides Business Retirement Planning Services with regard to, but not limited to development and selection of Employee Retirement Plans. The services would include the following:

A. Plan and Platform Identification Services: This shall include plan participant profiling of risk, retirement goals and objective, investment objective and estate planning objectives for the purposes of development and/or identification of appropriate plans and platforms which meet the requirements of the Client and plan participants.

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B. Plan and Platform Document and Operation Review: This shall include review and analysis of plan documents and platform operations, in accordance with the goals of the Client and the plan participants.
C. Plan Administration Review: This shall include either, research and recommendation of Plan Administrator to satisfy the need of the Plan or review and analysis of the Plan Administrator in accordance with the Plan Document requirements.
D. Investment Recommendation Services: This shall include either the recommendation of types investment, including but not limited to mutual funds, stocks, bonds, private and public partnerships, annuities, real estate investment trusts and other investment products that may not be considered securities, and/or the research and analysis of existing investments in the Plan, in accordance with the Plan Documents.

Client may choose any/or all of the above services which shall determine the scope of the service provided. As part of the service, IAG may refer clients to a specific Plan sponsor, platform, broker(s), custodian(s) and administrator(s), accountants or attorneys for development, administration, auditing or legal advice. IAG does not render legal, tax, plan sponsorship, or administration of the Plan. Client's attorney shall be solely responsible for providing legal advice, legal opinions, legal determinations and legal documents associated with the Plan or contracts with the third-party provider, accountant or any other provider to the Plan. IAG shall provide review and analysis of the Plan on an annual basis, at the anniversary of the Plan, or anniversary of agreement. IAG does not provide any ongoing supervision or monitoring of the Plan. Either client or IAG may terminate this agreement at any time with written notice to the other.

IAG does not provide investment advice or allocation services to the Plan participants, unless the individual plan participants have signed a separate Investment Advisory Services Agreement or Comprehensive Financial Planning Services Agreement with IAG or is a one-participant plan. Plan assets shall not be considered as Assets under Management, and the cumulative value of the Plan Assets may only be used for the purposes of charging fees.

As of December 31, 2018 (approx. and rounded to the nearest $100,000.00)

ERISA Discretionary Plan Assets	$	0.00
ERISA Non-discretionary Plan Assets	$	0.00
Totals	$	0.00

Other Special Services

IAG may provide other services, such as identification of third party money managers, business management consulting, family office, office management or similar services under any other name. Such services are discussed with the client, and terms and fees negotiated between the individual, family or business requesting such services with IAG. Other services may be provided to clients who do not use any of the aforementioned services provided by IAG and IAG IARs. With any of such services, neither IAG nor IAG IARs shall have any custody of any client accounts in accordance with Item 15: Custody.

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Item 5. Fees and Compensation

5.1. Fees from Services

For all services and fees described here, similar services may be available elsewhere at a cost more beneficial to the client. Neither IAG, IAR nor its representatives and employees can or will be able to provide a list of sources where such cost beneficial services may be available and are under no obligation to research this information for the clients. Except as provided in Item 5.2 IAG IAR Specific Compensation, all fees are collected only and solely by IAG.

Investment Advisory Services

Asset Management Accounts (AMA), Plan Participant Accounts (PPA) and One-Participant Plan Accounts (OPA), fees are based on an annual fee, based on a percentage of assets under management. There is no minimum balance required for the cumulative AMA, PPA and OPA and fees are charged based on percentage of assets under management. The fee is negotiable and is payable quarterly in advance at the beginning of the quarter and is based on the total assets under management at the end of the reporting period, which shall be the end of the previous quarter. Fees for the initial quarter shall be calculated on a pro-rata basis and shall be collected prior to the end of the initial quarter, following the receipt of assets within an AMA, PPA or OPA account. Upon termination advance collected fees shall be refunded on a pro-rata basis. All account fees are deducted from the AMA and OPA accounts pursuant to client authorized custody agreement unless other arrangements have been made in writing. For PPA only Clients, fees will be billable to client directly, unless PPA allows for withdrawal of such fees and client authorizes IAG to collect such fees from PPA with appropriate notification to Plan. Currently IAG charges up to 2% of assets under management.

Start: Disclosures Specific to State of Arizona Residents

For State of Arizona residents and for any person who would like to understand how IAG charges its fees, IAG hereby discloses that it uses the following fee schedule, and the fees will not exceed 3% of assets under management

Assets Under Management	Fee Schedule (% of Assets Under Management)
$0-$100,000	1.50%-3.00%
$100,001-$500,000	1.35%-2.75%
$500,001-$1,000,000	1.00%-2.50%
$1,000,001+	1.00%-2.25%

End: Disclosures Specific to State of Arizona Residents

Fees will be negotiated by the IAR, IAG and the client, and could be higher than disclosed here. IAG reserves the right to reduce or waive fees at its sole discretion. The percentage of assets under management agreed to in the client agreement as the basis for the advisory fee will remain in effect until a new fee is negotiated and agreed to in writing by the client and IAG. If requested by the client and specific to such client only, IAG reserves the right to charge the client a flat or hourly fee in lieu of assets under management charge, this fee will be negotiated by the client, IAG and the IAR.

Account Fees and Transaction Fees: If applicable these fees may be incurred in the account. These fees are charged by the custodian and broker and IAG does not receive any portion of these fees.

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Fees will vary depending on the custodian and broker and will be outlined in the client agreement from the specific custodian and broker.

Investment Advisory Services Expenses: For clients that request IAG to research, review and analyze investments that are specific to their requirements, IAG may incur expenses associated with such research and review and will be reimbursed at cost to IAG. These expenses may include the cost of obtaining research material, travel costs associated with meeting with investment specialists and other actual costs. IAG shall make reasonable effort to notify the client in advance and receive consent prior to incurring such expenses, provided such expenses are greater than $200.00, if known in advance.

Other fees: Fees other than account fees and transaction fees may be incurred in relation to the AMA, PPA or OPA. IAG does not impose these fees or receive any portion of these fees. These fees may include, but are not limited to, the following: mutual fund or money market 12b-1 and sub transfer agent fees, mutual fund or money market management fees and administrative expenses, mutual fund transaction fees, certain deferred sales charges on previously placed mutual fund transferred into the AMA, PPA or OPA, variable annuity expenses and other transaction charges and service fees, valuation fees, hedge fund and managed future investment fees and other charges required by law. Further information regarding charges and fees assessed may be found in the provider's prospectus or in their client agreement.

Comprehensive Financial Planning Services

Comprehensive Financial Planning Services may be charged on a fixed fee or hourly arrangement based upon the following fee schedule and as agreed upon between client and IAG by the IAR:

Fixed Fee Services (Option 1): Fixed or flat fees for a financial plan will range from $500 - $15,000, depending on the nature and complexity of each client's circumstances. Fixed fees for the financial plan may be payable up to fifty percent (50%) upon signing of the client agreement and the balance is due within 15 business days of delivery of the written financial plan. The financial plan shall be delivered within 90 days of signing the IAG client service agreement, provided the client furnishes all the data and documents required for analysis.

Hourly Fee Services (Option 2): Hourly fees will range from $150 - $500 per hour, depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the planning relationship. Hourly fees for up to fifty percent (50%) of the estimated hours may be payable upon signing of the agreement and balance is due within 15 business days of delivery of the written financial plan. The financial plan shall be delivered within 90 days of signing the IAG client service agreement, provided the client furnishes all the data and documents required for analysis.

Limited Engagement: The Comprehensive Financial Planning Services is a limited engagement with the client, and except as noted in the following Option 3, shall terminate once the written financial plan has been provided to the client. Client is under no obligation to act upon the recommendations provided.

Percentage of Assets Under Management (Option 3): Clients who choose to use IAG for both Comprehensive Financial Planning Service as well as Investment Advisory Services, IAG may provide the following optional planning fee payment schedule: Percentage of assets under

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management: IAG and client would agree to a percentage fee in addition and separate to the fee schedule provided for with the Investment Advisory Services. The range for such fee shall be 0.25% to 1.00% (annually), depending on the nature and complexity of the client's circumstances. For clients using this option, IAG shall provide, at least annually, financial plan review and written plan update within 45 business days of the anniversary of the agreement, provided all the updated documents are delivered to IAG. The total fee between the Investment Advisory Services and Comprehensive Financial Planning Services (if Option 3 is chosen) will be as negotiated between the IAR, IAG and Client. The Comprehensive Financial Planning Services and/or the Investment Advisory Services may be terminated independent of each other. Upon termination of Comprehensive Financial Planning Services a pro-rated refund (calculated annually) shall be provided.

Financial Planning Expenses: Any expenses that may be incurred by IAG on behalf of the client during the course of preparation of the financial plan will be reimbursed at cost to IAG. These expenses may include cost of acquisition of research materials, acquisition of past tax filings or travel expenses to meet with client's personal attorney, tax accountant, etc. IAG shall make reasonable efforts to notify the client in advance and receive consent prior to incurring such expenses, provided such expenses are greater than $200.00, if known in advance.

Business Retirement Planning Services

Fees are negotiable and will vary depending upon the complexity of the client situation and services to be provided. Similar business retirement planning services may be available at lower cost to the client. Business Retirement Planning Services may be charged on a fixed fee, hourly arrangement or Percentage of Plan Assets as agreed upon between Client and IAG, by the IAR:

Fixed Fee Services (Option 1): Fixed or flat fees for a Plan recommendation will range from $500 - $15,000, depending on the nature and complexity of each client's circumstances. Fixed fees for the Plan recommendations are payable up to fifty percent (50%) upon execution of the IAG client service agreement, and 30 days prior to the annual anniversary date and the balance is due within 15 business days of delivery of the written recommendation plan. The recommendation plan shall be delivered within 90 days of signing the IAG client service agreement, provided the client furnishes all the data and documents required for analysis.

Hourly Fee Services (Option 2): Hourly fees will range from $150 - $500 per hour, depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start or anniversary of the relationship. Hourly fees for up to fifty percent (50%) of the estimated hours will be payable upon signing the agreement, and 30 days prior to the annual anniversary date and balance is due within 15 business days of delivery of the written recommendation plan. The recommendation plan shall be delivered within 90 days of signing the IAG client service agreement, provided the client furnishes all the data and documents required for analysis.

Percentage of Plan Assets (Option 3): Plan Asset fees are based on an annual fee, based on a percentage of Plan Assets. There is no minimum balance required for the Plan assets. The fee is negotiable and payable quarterly in advance at the beginning of the quarter and is based on the total Plan Assets at the end of the reporting period, which shall be the end of the previous quarter. Fees for the initial and terminating quarter shall be calculated on a pro-rata basis and excess fees collected shall be refunded upon termination. All fees are payable either directly through the Plan sponsor,

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broker(s) or custodian(s), or paid directly by the client upon receipt of an invoice directly from IAG. Currently IAG charges up to 2% of Plan Assets. Fees will be negotiated by the IAR, IAG and the client, and could be higher than disclosed here. IAG reserves the right to reduce or waive fees at its sole discretion. The percentage of assets under management agreed to in the IAG client service agreement as the basis for the advisory fee will remain in effect until a new fee is negotiated and agreed to in writing by the client and IAG.

Business Planning Services Expenses: Any expenses that may be incurred by IAG on behalf of the client during the course of preparation of the Plan recommendations will be reimbursed at cost to IAG. These expenses may include cost of acquisition of research materials, acquisition Plan information or travel expenses to meet with client's personal attorney, tax accountant, Plan Sponsor, broker(s), custodian(s), etc. IAG shall make reasonable efforts to notify the client in advance and receive consent prior to incurring such expenses, provided such expenses are greater than $200.00, if known in advance.

Other Special Services

Fees are negotiable and will vary depending upon the complexity of the client situation and services to be provided. The fees shall be based on the scope of work to be provided and may be charged on an hourly, fixed fee or fee retainer basis, or any other model as negotiated with the client.

Other Special Services Expenses: Any expenses that may be incurred by IAG on behalf of the client during the course of providing the special services will be reimbursed at cost to IAG. These expenses may include travel expenses to meet with client's personal attorney, tax accountant, Plan Sponsor, broker(s), custodian(s), etc. IAG shall make reasonable efforts to notify the client in advance and receive consent prior to incurring such expenses, provided such expenses are greater than $200.00, if known in advance.

IAG hereby discloses that lower fees for comparable services may be available from other sources. Neither IAG nor its representatives or employees can or will be able to provide a list of sources where such lower cost services may be available and is under no obligation to research this information for the clients or prospective clients.

Start: Disclosures Specific to State of California Residents

In accordance with California Code of Regulations Title 10, Chapter 3, Subchapter 2, Article 10, Section 260.238(j), IAG hereby discloses that lower fees for comparable services may be available from other sources. Neither IAG nor its representatives or employees can or will be able to provide a list of sources where such lower cost services may be available and is under no obligation to research this information for the clients.

End: Disclosures Specific to State of California Residents

5.2. Other Compensation

IAG IAR Specific Compensation

A. IAG IAR's who are not Management Persons as defined in Item 4.2 may recommend insurance products to clients and the IAR may receive compensation for the sale of that product. IAG does not receive any compensation from the sale of the insurance products.

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B. IAG IAR's who are not Management Persons as defined in Section 4.2 may provide tax, accounting or legal services un-affiliated with IAG and may receive compensation for rendering such outside business services. IAG does not provide any tax, accounting or legal services, and does not receive any compensation from the outside business services rendered by the IAR.

IAG Website Specific Compensation

IAG website is an information only website, and neither IAG nor IAG IAR's provide any investment advice or solicit any investment products through the IAG website. For the benefit of the readers of the IAG website, IAG provides numerous links to non-IAG affiliated sites. Some of these links may provide digital accessibility compensation to IAG. This compensation received by IAG is not associated with any investment transactions. Some non-IAG affiliated sites may require that readers of IAG's website may have to purchase some products on the non-IAG affiliated website, prior to IAG website receiving any compensation. IAG does not receive or accept any compensation for any purchase or sale of financial products, both securities and non-securities.

IAG Solicitor Compensation

As disclosed in Item 14: Client Referrals and Other Compensation, IAG may have solicitor agreements, for which IAG may receive compensation for referring clients to unaffiliated investment advisers.

5.3. Recommendations and Referrals Compensation

IAG may recommend or refer legal, tax, accounting or other professionals to clients, some of whom may be IAG IAR's or IAG clients. The client is not obligated to make use of these referrals and recommendations, and IAG shall work with the professional that the client chooses. IAG does not receive any fee or compensation with making such referrals and recommendations.

IAG Solicitor Compensation

IAG may have solicitor agreements with and recommend clients to unaffiliated investment advisers. In such instance, IAG act as a solicitor and receives a portion of the fee paid to the unaffiliated adviser. This does not raise the fee paid by the client and the client receives all required disclosure forms disclosing the terms of the solicitor relationship at the time the solicitation is made.

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

Performance based fees are defined as "Fees based on a share of capital gains on or capital appreciation of the assets of a client".

IAG does not receive any performance-based fees solely and only based on share of capital gains on or capital appreciation of the assets of a client.

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Item 7. Types of Clients

The following are the types of clients that IAG provides its listed services for:

(1) Individuals
This includes families and family units including children and family specific entities created for estate planning and management purposes. IAG maintains a strict anti-discrimination policy.

(2) Trusts
This includes any form of Trust entity, whether revocable or irrevocable. Neither IAG nor IAG IAR's shall take on the role of a Trustee or a co-Trustee but shall only provide services as agreed upon in the IAG client service agreement with the Trustee.

(3) Estates
This shall include management of AMA, OPA, PPA and Sub-Advisor upon the death of the Individual as defined above.

(4) Corporations or Business Entities
These shall include, but not limited to C-Corporations, S-Corporations, Limited Liability Companies, Limited Liability Partnerships, Partnerships, or any other form of entity as provided by law. In no case shall IAG take the role of a manager wherein there is an implied capacity of having custody of client assets.

(5) Employer Sponsored Plans
These shall include the various qualified and non-qualified plans that are permitted by under the United States Internal Revenue Code and/or United States Employer Retirement Income Security Act, or equivalent thereof as permitted by law. IAG shall not take on the role of a Trustee of the plan or have custody of the plan assets.

Restrictions: While there are no minimum account size requirements by IAG for any prospective or currently active Clients, IAG may place restrictions, at its own discretion, with respect to acceptance of clients and/or management of client accounts, if during the client review process finds evidence of fraudulent or prohibited transactions, which has not been initiated or recommended by IAG or IAG IAR's.

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Item 8. Method of Analysis, Investment Strategies and Risk of Loss

All investments whether in securities or non-securities is subject to risk. The degree of risk has many factors some of which include the inherent risk of the investment, the education and investment background of the client as it pertains to the investment, the changes in rules and regulations, environmental changes and changes in commerce and economics at micro and macro level. Risk inherent to an investment may also change over time and does not always mean reduction in risk. IAG in carrying out its research attempt to provide risk analysis not only at the investment level, but also at a client specific portfolio level, based on all the information that is currently available to IAG.

8.1. Method of Analysis

IAG uses the following primary methods of analysis and does not only restrict itself to these methods of analysis. No one analysis is deemed better than the other, or the sole decision-making factor, and IAG may make use of one or more of these analysis methods at both the investment asset level as well as the portfolio level.

Charting

Use of charting of historical data for various asset classes, individual assets, and various other data points, with data made available from various data sources, allows IAG to analyze patterns of information as it pertains to investment assets.

Fundamental

Use of fundamental information of various investment assets, including but not limited to balance sheets, public records, corporate disclosures, etc., allows IAG to analyze the details of the on-going operations of the investment assets.

Technical

Using technical mathematical indicators and pattern matching indicators based on fundamental mathematics allows IAG to analyze trend patterns associated with specific investment assets or group of investment assets, including certain correlation patterns.

Cyclical

Macro-economic, socio-economic, investment asset classes follow various cyclical patterns of cash-flow, investment, economic trends which have impact on investment assets as well as portfolio. IAG analyzes these cyclical trends on a regular basis as it applies.

8.2. Investment Strategies

IAG uses the following general strategies which are fine-tuned to specific client portfolios. All investment strategies have risk and costs associated with them, which varies based on investment assets as well as client portfolios.

Long-term Investments

Typically, IAG aims to provide long-term investment recommendations which are providing consistent return on investment, either through growth, income or both. The change in strategy per client portfolio may depend on client requirements, and market volatility conditions. Long-term investments are generally defined as investments generally held for 12-months or greater.

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Intermediate-term Investments

IAG incorporates intermediate-term investment recommendations typically during volatile market conditions. Such intermediate-term investment recommendations are based on client requirements. Intermediate-term investments are generally defined as investments generally held for less than 12-months, but greater than 30 days.

Short-term Investments

IAG does incorporate short-term investment strategies to help client portfolios to be managed in volatile market conditions, which includes strategic acquisition or sales of investment assets within a short period of time. Short-term investments are generally greater than 1-day but less than 30-days. The general requirement of such a strategy for any client portfolio is to preserve the principal or the gains of the client's portfolio. When transactions are managed in such short durations, client accounts will incur transaction costs. IAG does calculate the impact of the transaction costs when making short-term investment recommendations.

Short Sales

IAG as a general policy does not conduct short-selling of investment assets. While this may be activated on client accounts by the client, IAG will only work with clients who are extremely experienced with short selling of investment assets and only on a case-by-case basis.

Margin Transactions and Use of Leverage

IAG generally does not use margin or leverage during the management of client portfolios. Client accounts may have availability of margin as provided by the broker-dealer or custodian, with approval from the client. Clients should be aware, while typically there is no use of margin without client discussion, purchase of options could be viewed as using leverage without actually using margin account capability. Certain investment assets itself may use leverage within the asset. Neither IAG nor the client typically has control on the use of leverage within the asset. In cases where the investment asset leverage is controllable directly by the client, IAG will only use leverage if acceptable to the Client upon discussion with IAG.

Options

IAG does incorporate options in its investment recommendation. Use of options' is limited to writing cash-covered puts, writing of asset covered calls, buying calls and puts, buying covered spreads and selling asset covered spreads. IAG does not support any uncovered writing of puts or uncovered writing of call options. IAG does not permit any client to authorize their accounts for uncovered writing of puts or uncovered writing call options.

Client portfolios may consist of other strategies, not documented here, that are specific to that client and only done in discussion and coordination with the client. These are typically initiated by the clients and are not applicable to other clients.

8.3. Investment Assets

IAG does not discriminate amongst investment assets and looks at each and every investment assets risk profile and applicability of the investment to a specific client portfolio and profile. Some of the investments may also be non-securities, exempt securities or other investments that are not commonly or generally known. Not all investments are applicable to all clients, and IAG does not specifically recommend one investment asset over another in a general form, and specifically discusses and educates the clients about all kinds of investment assets and their applicable risk, as it

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pertains to a specific client. Clients, IAG and IAG IAR's discuss the risk profile of clients on a regular basis so as to determine the applicability of investment assets and portfolio allocations specific to a client.

8.4. Investment Risk

Concentration Risk

When a client portfolio has concentrated investments in one company, sector, industry or asset class whether as a security or a non-security, the client's portfolio will be subject to concentration risk than would be a more broadly diversified portfolio. Concentration risk could have a negative impact on a client's portfolio if that company, sector, industry or asset class whether a security or non-security if there is any negative event that directly impacts that specific company, sector, industry or asset class. IAG and IAG IAR's work with clients to minimize concentration risk in their specific portfolio, and documents client specific concentration risk when such has been identified by IAG and IAG IAR's.

Credit or Default Risk

When a client portfolio has fixed income assets, including securities and non-securities, in their portfolio, the portfolio is subject to credit risk based on the ability of the issuers or borrowers to fulfill their obligations. Changes to an issuer or borrower's ability to meet their obligations may change over time, and due to changing financial circumstances, which could negatively impact a portfolio. IAG and IAG IAR's make all attempts to monitor such changing circumstances and notify the client of the same.

Disclosure Risk

An inherent risk in all investments, including securities and non-securities, is the possibility of lack of disclosure, or inconsistencies or inaccurate information within the disclosures, whether financial or otherwise. While IAG and IAG IAR's make all efforts to collect and validate, on an ongoing basis all disclosures whether through publicly available sources, third-party sources, or directly from the company, issuer or borrower, at times the disclosed information could be missing or inaccurate. This inaccuracy could result in inaccurate analysis, which may have an impact in the client portfolio. If and when corrected disclosures are made available to IAG, IAG makes all attempts to change the portfolio, if such is determined, and appropriately notify the client, if such is required.

Liquidity Risk

An inherent risk in all investments is liquidity risk, which is the risk of purchasing or selling an investment in a manner consistent with the requirement of the client portfolio, or at a value that is close to the true value of underlying assets. IAG and IAG IARs works with clients to manage liquidity by monitoring the investments in the portfolio as well as macro-economic factors that can cause illiquidity in the portfolios.

Volatility Risk

Exchange traded investments have historically been known to have been influenced by market driven volatility. Historically the negative or downward volatility has been quicker in time to cause negative or downward movement in values of certain investments, sectors, industries or asset classes, which can have a negative impact to the client portfolios. IAG and IAG IAR's monitor the markets and uses appropriate Investment Strategies to minimize the volatility risk for each client portfolio.

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Item 9. Disciplinary Information

9.1. Firm Disciplinary Information

There have been no legal or disciplinary events for, against and by IAG.

9.2. Management Person Disciplinary Information

There have been no legal or disciplinary events for, against and by any of the Management Persons as listed in Item 4.2 Management Person.

Any person interested in getting any further disciplinary information including historical disciplinary information regarding IAG, and/or IAG IAR's, they may contact IAG's appropriate Securities Division or equivalent thereof, where IAG and/or IAG IAR's have been registered.

IAG's and IAG's Management Person's primary state of registration is the Commonwealth of Massachusetts. Outside of Commonwealth of Massachusetts, IAG and IAG IAR's will only register in states where it has an office, as disclosed in Item 20: Office Location and Contact Information, or where it has more than five (5) clients. In such cases, or otherwise, we recommend contacting the Commonwealth of Massachusetts Securities Division.

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Item 10. Other Financial Industry Activities and Affiliations

10.1.Firm Affiliations

IAG does not have any affiliations with any firms that hold themselves out to be a broker, broker-dealer, municipal securities dealer, government securities dealer, investment company, pooled investment vehicles, investment advisors, financial planners, futures commission merchant, commodity pool operator, commodity trading advisor, banking or thrift institution, trust company, third party administrator, accountant, accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, sponsor or syndicator of limited partnership or any firm that has not identified in this disclosure, except as specified in Item 4.1 Formation and Ownership of this document.

10.2. Firm Relationships or Arrangements

IAG forms relationships or arrangements and agreements on an on-going basis to provide business value to the client. The following relationships or arrangements and agreements are currently active with IAG.

Name	Relationship or Arrangement Type	Nature of Agreement
Altus Dental Insurance	Insurance	Health Insurance
Comcast	Communications	Internet and Business Television
DocuSign, Inc.	Technology	Electronic Signatures
DreamHost	Technology	Website hosting
Google, LLC	Technology	Technology Services
Harrington Eight, LLC	Landlord-Tenant	Office Lease
Harvard Pilgrim Health Care	Insurance	Health Insurance
J2 Global, Inc	Technology	Technology Services
Leader Bank	Banking	Company accounts
Liberty Surplus Insurance Corporation	Insurance	Insurance Policy
Pensco Trust Company	Custodian	Client AMA
TD Ameritrade Institutional	Broker, Broker-Dealer, Custodian	Client AMA
The Ohio Casualty Insurance Company	Surety	Surety Policy
Redtail Technologies, Inc.	Technology	Customer Relationship Management
Smarsh, Inc.	Technology	Electronic Mail Management, Archiving and Compliance
SmartVault Corp.	Technology	Client Document provisioning
Vonage Business, Inc.	Communications and Technology	Telephone Services

Some of the businesses named here may be publicly traded or may become publicly traded in the future. The privately held business may provide Private Placement, Certificate of Deposits or other

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investment opportunities to IAG to review. IAG does not make its investment recommendations based on the service agreements but discloses to its clients that it does have such a relationship or arrangement.

10.3. Management Persons Affiliations

IAG Management Persons do not have any affiliations with any firms that hold themselves out to be a broker, broker-dealer, municipal securities dealer, government securities dealer, investment company, pooled investment vehicles, investment advisors, financial planners, futures commission merchant, commodity pool operator, commodity trading advisor, banking or thrift institution, trust company, third party administrator, accountant, accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, sponsor or syndicator of limited partnership or any firm that has not identified in this disclosure, except as specified in Item 4.1 Formation and Ownership of this document.

10.4. Management Persons Relationships or Arrangements

The following are the relationships or arrangements of IAG Management Persons:

Mr. Kirk Chisholm and Mr. Rajeev Kotyan have ownership interests in Harrington Eight, LLC. Harrington Eight, LLC is the owner of the office space leased by Innovative Advisory Group, LLC. Harrington Eight, LLC does not provide any investment related services.

Mr. Kirk Chisholm is the manager of Self Direct Your Retirement, LLC, which is a personal holding company solely estate planning for his family and himself and does not conduct any financial services related business through this firm.

Additional information regarding management or ownership or services performed by Mr. Kirk Chisholm and Mr. Rajeev Kotyan with non-IAG related businesses has been disclosed in the IAG Brochure Supplement.

10.5. Recommendation of Third-Party Managers

Currently IAG does not have any relationships or arrangements with any Third-Party Money Managers.

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Item 11. Code of Ethics, Client Transactions, Personal Trading

IAG maintains a Code of Ethics that is provided to all employees and associated persons and is available to all clients and prospective clients upon request.

IAG's Code of Ethics document includes the following:

- A standard of business conducts that IAG requires of each supervised person, which standard reflects IAG's fiduciary obligations and those of its supervised persons;
- Provisions requiring the supervised persons to comply with applicable federal and state securities laws and regulations;
- Provisions that require all "access persons" to report, and the firm to review, their personal securities transactions and holdings periodically;
- Provisions requiring supervised persons to report any violations of the code of ethics promptly to the chief compliance officer or, provided the chief compliance officer also receives reports of all violations, to other persons designated in the code of ethics; and
- Provisions requiring IAG to provide each supervised person with a copy of the code of ethics and any amendments and requiring the supervised persons to provide the firm with a written acknowledgment of their receipt of the code and any amendments.

IAG Trading Policy
IAG does not purchase or sell any investments for its own account.

IAG Management Person's and IAR's may transact in their personal accounts in the same asset that they recommend to clients. IAG's trading policy prevents IAG Management Person's and IAR's from initiating the transaction prior to the client's transaction. IAG Management Person's and IAR's may participate personally in a transaction simultaneously with a client only upon disclosure to the client and to IAG, and while making sure that such a simultaneous transaction does not violate the fiduciary obligations as prescribed by either the Internal Revenue Code, Department of Labor ERISA, Investment Advisor Act or any other state rules or regulations as it pertains to the specific transaction.

IAG shall disclose any material conflict of interest which could be reasonably expected to impair the rendering of unbiased and objective advice.

Start: Disclosures Specific to State of California Residents

In accordance with California Code of Regulations Title 10, Chapter 3, Subchapter 2, Article 10, Section 260.238(k), IAG shall disclose any material conflict of interest which could be reasonably expected to impair the rendering of unbiased and objective advice.

End: Disclosures Specific to State of California Residents

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Item 12. Brokerage Practices and Custodians

IAG may on occasion recommend broker dealer services and custodian services. There is no obligation for clients to use any broker-dealer services or custodian services recommended by IAG. IAG receives no direct monetary compensation, referral fees, research fees, when making these recommendations, but may receive benefits direct or indirect or advantages when making these recommendations (also known as Soft Dollar compensation under the Securities Exchange Act). These benefits are generally available for all AMA and OPA accounts, no specific costs or value can be attributed by IAG towards these benefits or advantages. Furthermore, IAG does not have any control or input as to how the AMA and OPA broker-dealers or custodians allocate funds to such benefits, or any input as to what benefits are made available by the broker-dealer or custodians. IAG does not request for any such benefits to be provided by the broker-dealers or custodians and does not direct the broker-dealer or custodian to pay for any benefits that IAG may receive.

12.1. Brokerage

IAG typically recommends TD AMERITRADE Institutional, Division of TD AMERITRADE, Inc. ("TD Ameritrade") member FINRA/SIPC (TD) for AMA and OPA accounts. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer. TD Ameritrade offers to independent investment advisors, services which include custody of securities, trade execution, clearance, and settlement of transactions. IAG may receive some benefits from TD Ameritrade through its participation in the program. (Please see further disclosures in Item 14: Client Referrals and Other Compensation)

IAG in its fiduciary capacity as well as doing what is best for the client has found that TD Ameritrade has fair and straightforward fees, they provide independent research, their platform is clear and easy to use, they provide great support and provide access to an unlimited array of publicly traded securities. Additionally, clients who use an advisor who has an agreement with TD Ameritrade may receive discounted transaction fees based on each advisors agreement with TD Ameritrade. IAG, on an on-going basis continues to negotiate discounted fees for transactions on behalf of the clients.

IAG does not recommend any broker-dealer for Plan Participant Account (PPA), and brokerage services are as determined by the Plan Trustee.

12.2. Custodian

For non-publicly traded assets, as well as non-securities assets, IAG typically recommends PENSCO Trust Company, LLC a wholly owned subsidiary of Opus Bank ("PENSCO"), a non-depository banking institution regulated by the State of Colorado Banking Department, for AMA and OPA accounts. (Please see further disclosures in Item 14: Client Referrals and Other Compensation)

IAG in its fiduciary capacity as well as doing what is best for the client has found that PENSCO has fair and straightforward fees, their platform is clear and easy to use, and they provide great support. Additionally, clients who use an advisor who has an agreement with PENSCO, receive a discounted custodian fee schedule as published by PENSCO. This is not exclusively applicable to IAG, and the discounts may not apply in all cases. The calculation of custodian fees is not managed by IAG. IAG, on an on-going basis continues to negotiate discounted fees for custody on behalf of the clients.

IAG does not recommend any custodian for Plan Participant Account (PPA), and custody services are as determined by the Plan Trustee.

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12.3. Aggregation of Purchase and Sale of Securities

IAG manages a number of accounts, some with similar or identical investment guidelines and some with different guidelines, that which may transact in the same securities or non-securities. Portfolio decisions with respect to purchase and sales of securities may be similar or different from Client to Client. IAG may, but need not, transact the same securities or non-securities at the same time for various accounts, and may in fact be selling a security or non-security for one account at the same time as it is purchasing the same security or non-security for another account. In making its investment decisions for each account, IAG will use its judgment on behalf of each Client taking into account investment guidelines and Client goals for the account, the cash position of the account and other factors. It is IAG's policy to allocate investment opportunities to the extent practicable to each account over time in a manner that IAG believes is fair and equitable to each Client account.

Sometimes, IAG may buy or sell a particular security or non-security on the same day for more than one Client. IAG may, but need not, aggregate or "block" orders for accounts which it has investment discretion, in circumstances in which IAG believes that batching may result in a more favorable overall execution. Where appropriate, IAG allocates such batched orders at the average price of the aggregated order. IAG may batch a Client's trades with trades of other Clients pursuant to an allocation process IAG considers fair and equitable to all Clients over time. Generally, all accounts that participate in a block transaction will participate on a pro-rata, percentage or other objective basis. Similarly, the costs of all non-account specific commissions and transaction fees through the broker-dealers will be charged to the Client on a pro-rata basis, if such capability is provided by the broker-dealer to IAG (generally not provided by the broker-dealer or custodian). No Client account will be favored consistently over any other Client account.

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Item 13. Review of Accounts and Plans

13.1. Review of Accounts

Clients in the AMA, OPA and PPA, and the AMA with third party money managers, if applicable, shall receive ongoing review with a more detailed review done on an annual basis, or as agreed upon between IAG IAR's and client. Annual assessments may include a written account status report and/or a face to face/telephone discussion with the client. All accounts are reviewed by one or more of the Investment Committee; the Committee includes Mr. Kirk Chisholm and Mr. Rajeev Kotyan. Reviews are done in conjunction with the specific needs of the client, coordinated through and with their respective IAG IAR. The number of client accounts and the volume of review will be controlled to assure full fiduciary standards.

13.2. Review of Financial Plans

Clients using the Comprehensive Financial Planning Services in coordination with the implementation using the Investment Advisory Services may receive detailed written updated financial plan and/or a face to face/telephone discussion with the client done on an annual basis.

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Item 14. Client Referrals and Other Compensation

All other compensation is as described in Item 5.2 Other Compensation.

All client referral is as described in Item 5.3 Recommendations and Referral.

IAG may have solicitor agreements with and recommend clients to unaffiliated investment advisers. In such instance, IAG act as a solicitor and receives a portion of the fee paid to the unaffiliated adviser. This does not raise the fee paid by the client and the client receives all required disclosure forms disclosing the terms of the solicitor relationship at the time the solicitation is made.

IAG retains solicitors to refer clients to IAG. If a client is introduced to IAG by a solicitor, IAG pays that solicitor a referral fee in accordance with all the requirements of the Investment Advisers Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from IAG's advisory fee and shall not result in any additional charge to the client. If the client is introduced to IAG by a solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of the solicitor relationship with IAG, and shall provide each prospective client this Firm Brochure together with a copy of a written disclosure statement disclosing the terms of the solicitation arrangement between IAG and the solicitor, including the compensation to be received by the solicitor for the referral.

IAG and its Management Persons have received awards and other prizes from various organizations and may continue to do so. Such awards and prizes are not solicited by IAG or its Management Persons, and neither IAG nor its Management Persons either directly or indirectly requested to participate in such awards or prizes. The following is the list of organizations that have provided IAG or it Management persons with prizes or awards.

Five Star Professional	February 2010	Kirk Chisholm
PENSCO Trust Company	April 2010	First Pensco Institutional Client
Five Star Professional	February 2012	Kirk Chisholm
Five Star Professional	February 2013	Kirk Chisholm
Five Star Professional	February 2015	Kirk Chisholm
Best of Lexington Financial Consultant	July 2015	Innovative Advisory Group
Five Star Professional	February 2016	Kirk Chisholm
Five Star Professional	February 2016	Rajeev Kotyan

IAG only compensates IAG IAR's. The following is the criteria for an Investment Advisor Representative to become an IAG IAR and receive compensation:

- Have an active Series 65, or a Series 7 and 66 licenses (Series 7 license shall remain de-activated).
- Have an executed and active IAG Investment Advisor Representative Agreement.
- Be licensed/registered only and solely with IAG as an IAR. IAG does not support dual licensing, except as approved and disclosed on a case-by-case basis.
- Accept to follow IAG's Code of Ethics and IAG Policy and Procedures as prescribed.

IAG's compensation to IAG IAR's may vary with each IAG IAR.

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TD Ameritrade Specific Disclosure:
As disclosed under Item 12.1: Brokerage, IAG participates in TD Ameritrade's Institutional customer program and IAG may recommend TD Ameritrade to Clients for custody and brokerage services primarily for publicly traded assets. There is no direct link between IAG's participation in the program and the Investment advice it gives to its Clients, although IAG receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without costs or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to trading desk serving IAG participants; access to block trading; the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and compliance, marketing, research, technology, and practice management products or services provided to IAG by third party vendors without cost or at a discount. TD Ameritrade may also have paid for business consulting and professional services received by IAG's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit IAG but may not benefit its Client accounts. These products or services may assist IAG in managing and administering Clients accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help IAG manage and further develop its business enterprise. The benefits received by IAG or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, IAG endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by IAG or its related persons in and of itself creates a potential conflict of interest and may indirectly influence IAG's choice of TD Ameritrade for custody and brokerage services.
IAG or its related persons do not make use of all the programs or services that are available through TD Ameritrade, some of which may be used by other advisors.

PENSCO Specific Disclosure:
As disclosed under Item 12.2: Custodian, IAG participates in PENSCO's Institutional customer program and IAG may recommend PENSCO to Clients as custodian primarily for non-publicly traded assets. There is no direct link between IAG's participation in the program and the Investment advice it gives to its Clients, although IAG receives economic benefits through its participation in the program that are typically not available to PENSCO's retail investors. These benefits include the following products and services (provided without costs or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to trading/transaction desk serving IAG participants; the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications/file transfer network for Client transaction entry and account information; and compliance, marketing, research, technology, and practice management products or services provided to IAG by third party vendors without cost or at a discount. Some of the products and services made available by PENSCO through the program may benefit IAG but may not benefit its Client accounts. These products or services may assist IAG in managing and administering Clients accounts, including certain sub-accounts not maintained at PENSCO. Other services made available by PENSCO are intended to help IAG manage and further develop its business enterprise. The benefits received by IAG or its personnel through participation in the program do not depend on the amount of custodian assets or transactions

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directed to PENSCO. As part of its fiduciary duties to clients, IAG endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by IAG or its related persons in and of itself creates a potential conflict of interest and may indirectly influence IAG's choice of PENSCO for custody services.

IAG or its related persons do not make use of all the programs or services that are available through PENSCO, some of which may be used by other advisors.

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Item 15. Custody

Except for the limited custody as described below, IAG does not maintain any custody of client accounts. All statements are directly provided to the clients from their respective custodians or broker-dealer or plan provider.

Withdrawal of IAG Fees (limited custody):
Client shall provide IAG with a limited discretionary authorization to withdraw IAG fees from the custodian or broker-dealer accounts, regardless of alternate fee payment agreement between IAG and the clients, and statement of such fees shall be provided to the clients immediately following such withdrawal and receipt by IAG. Such fee withdrawal from client account shall not be permitted by IAG IAR's. IAG provides Client with Fee Statements upon the withdrawal of the fees and the fees are generally reflected on the statements received by the Client from the custodian, broker-dealer and plan providers, in accordance with the policy and procedures of the custodian, broker-dealer and plan providers
IAG may from time-to-time provide a consolidated statement to clients, typically during client account review, which is based on statements made available from the custodians or broker-dealer or plan provider. Clients are made aware that these statements are for informational purposes only, and the statements from the custodian, broker-dealer and plan provider are the statement of record.

IAG, its employees, representatives and IAG IAR's are not permitted to make any changes to client address, phone numbers and electronic mail address at the custodian or broker dealer, whether such instructions are provided to IAG or its representative verbally or in written format. IAG will request the client to provide such instructions directly to the custodians or broker-dealers in addition to IAG. IAG and IAG IAR's may assist the clients to make these changes by providing clients with the appropriate documentation that may be required.

For convenience to the client, IAG may receive and forward checks made out for deposit to the client's broker or custodian accounts. If the checks do not have the appropriate associated documentation, these checks shall either be returned to the sender or forwarded to the clients. IAG shall forward these checks to the appropriate custodian within 24 hours of receipt barring holidays and other unforeseen circumstances not controllable by IAG. IAG maintains documentation with regards to all checks that are forwarded through its offices.

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Item 16. Investment Discretion

Clients may provide IAG and IAG IAR's with discretionary authorization to manage accounts on behalf of the clients. This authorization is provided as follows:

- IAG Investment Advisor Agreement
- Trading Limited Power of Attorney Agreement with each custodian, broker-dealer or plan provider on documentation specific to each custodian, broker-dealer or plan provider

The scope of each and every agreement shall be limited to the trading or appropriate transaction execution with the accounts at each custodian, broker-dealer or plan provider.

Withdrawal of IAG Fees:
Client will provide IAG with a limited discretionary authorization to withdraw IAG fees from the custodian or broker-dealer accounts, regardless of alternate fee payment agreement between IAG and the clients, and statement of such fees shall be provided to the clients immediately following such withdrawal. Such fee withdrawal from client accounts shall not be permitted by IAG IAR's.

Except for the Withdrawal of IAG Fees, IAG and IAG IAR's will not have discretionary authority to request for any withdrawal or distribution of cash or securities from client accounts. As a convenience custodians and broker-dealer may provide capabilities for check request or electronic transfer or equivalent only to client address of record and/or to client accounts held at other financial institutions in the name of the client, or other standing instructions as provided by client. Such convenience authorization is provided in writing by the client to the custodian and broker-dealers and may be acted upon by IAG and IAG IAR's. IAG, IAG IAR's, custodian and broker-dealer does not permit any standing instructions or request that require delivery to IAG or IAG IAR mailing address or financial institution accounts, unless those checks are made out to the third party not affiliated, associated or related with or to IAG and IAG shall forward those checks in accordance Item 15: Custody disclosures.

Start: Disclosures Specific to State of Maine Residents

In accordance with State of Maine, Office of Securities prescribed rules in Title 32 Chapter 515 Section 11(8)(B), IAG and client may execute an Investment Advisory Invoice Waiver Agreement. Execution of such agreement will prevent IAG from sending a Statement of IAG Fees to the client, but the fee withdrawal from the client account shall be reflected on the statements from the custodian and/or broker-dealer. Execution of the waiver does not prevent the client from requesting the Statement of IAG Fees either from IAG and IAG IAR's either verbally or in writing. IAG shall mail or provide via electronic means such Statement of IAG Fees as requested in a timely manner.

End: Disclosures Specific to State of Maine Residents

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Item 17. Voting Client Securities

IAG and IAG IAR's do not have authorization or accept any authorization for voting of client securities or non-securities.

All voting proxies and solicitations are sent directly from the custodian, broker-dealer, plan provider or transfer agents to the clients. Occasionally IAG does receive such information from the custodian, broker-dealer, plan providers or transfer agents, which IAG forwards to the clients.

Client may call on IAG and IAG IAR's to discuss their voting requirements, wherein IAG and IAG IAR's may, but is not obligated to, provide their opinion, but the client would have to vote on their securities or non-securities.

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Item 18. Financial Information

As specified in Item 5: Fees and Compensation, IAG may have a requirement for pre-payment of fees. IAG does not have any requirement for pre-payment of fees from any client that are held for more than six months or more in advance. Neither IAG nor IAG IAR's shall require any pre-payment of fees that exceed $1,000.

As specified in Item 16: Investment Discretion, IAG has investment discretion.

IAG maintains and continues to maintain all the financial requirements of its primary state of registration, which is the Commonwealth of Massachusetts, in accordance with the Securities Division Code of Massachusetts Regulations (CMR) as prescribed in 950 CMR 12.205(5)(a), as effective on August 03, 2012 [950 CMR 12.205(5)(b)(2)(c)], which currently states:

========== Extracted verbatim from 950 CMR 12.205(5)(a) ==========
Investment Advisers with Discretionary Authority.
An investment advisor registered or required to be registered under M.G.L. c. 110A who has discretionary authority over client funds or securities shall be bonded in an amount of not less than $10,000.00 by a bonding company qualified to do business in the Commonwealth.
==========

IAG has been bonded for the amount of $10,000.00 through The Ohio Casualty Insurance Company, Bond # 601066753.

Currently, IAG does not have any financial condition that is reasonably likely to impair IAG's ability to meet its contractual commitments to clients.

IAG has not in the past or currently have any bankruptcy petition.

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Item 19. Requirements for State-Registered Advisers

Management Persons of IAG is available in Item 4.2: Management Persons

Neither IAG nor its Management Persons are actively engaged in any other business other than those that have been disclosed in this brochure and the associated brochure supplement.

As specified in Item 6: Performance-Based Fees and Side-By-Side Management, IAG does not receive any performance-based fees.

As specified in Item 9: Disciplinary Information, neither IAG nor any Management Person of IAG have any disciplinary events.

All relationships and arrangement for both IAG and IAG Management Persons have been disclosed in Item 10: Other Financial Industry Activities and Affiliations.

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Item 20. Office Locations and Contact Information

Innovative Advisory Group, LLC has the following office locations, mailing address and contact information:

Primary Business Address (generally staffed during business hours, appointments are preferable):
394 Lowell Street, Suite 8
Lexington, MA 02420

Arizona Office Address (generally staffed during business hours, appointments are preferable):
16165 N 83rd Avenue, Suite 200
Peoria, AZ 85382

Unless otherwise specified, clients, prospective clients, visitors and guests should note that while some of the offices of IAG may be staffed during its regular business hours, it is best to make an appointment prior to visiting one of the offices, so that you can reach one of the advisors listed below and coordinate a mutually convenient time for a meeting.

All correspondence mailing address:

Regular Mail
Innovative Advisory Group, LLC
PO Box 750073
Arlington, MA 02475

Overnight Mail
Innovative Advisory Group, LLC
394 Lowell Street, Suite 8
Lexington, MA 02420

Investment Advisor Representative Direct Contact Information:
For a complete list please see the Innovative Advisory Group, LLC Brochure Supplement

Location (State)	Name	Number
Massachusetts	Chisholm, Kirk	(617) 372-9033
Massachusetts	Kotyan, Rajeev	(781) 577-2782
Arizona	Picciott, Timothy	(480) 420-4659

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