



Firm Brochure
(Part 2A of Form ADV)

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This brochure provides you with information about the qualifications, business practices and nature of advisory services of Wealth Strategies Group, all of which should be considered before becoming an advisory client of our Firm. Please contact Travis Allen, Chief Compliance Officer, if you have any questions about this narrative brochure.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC"), or by any state securities authority.

We are registered as an Investment Adviser with the State of California. Registration does not imply a certain level of skill or training. Additional information about our Firm is available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number known as a CRD number. Our Firm's CRD number is 326407.

March 30, 2024

Item 2 Material Changes

This version of Part 2A of Form ADV ("**Firm Brochure**") and Part 2B of Form ADV ("**Supplement Brochure**"), dated **March 30, 2024**, is an annual brochure document. As you will see, this document is narrative format. It contains information about our business practices as well as a description of potential conflicts of interest relating to our advisory business which could affect your account with us.

This Firm Brochure is a disclosure document and has been prepared by Wealth Strategies Group, ("**WSG**" or the "**Firm**") in accordance with applicable rules and requirements.

Material Changes since the Last Update

The Firm was approved in August 2023 as a Registered Investment Adviser, and this is our first annual brochure. The only change since our initial ADV brochure is the Firm is in the process of changing from an SEC Registered Investment Adviser to a California State Registered Investment Adviser.

Full Brochure Available

We will provide you with a full version of the Firm Brochure as necessary based on changes or new information, at any time, without charge. Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at (888) 848-4144 or by email at: compliance@wealthstrategiesgroup.com

Item 3 Table of Contents

Item 1	Cover Page.....	0
Item 2	Material Changes.....	1
Item 3	Table of Contents	2
Item 4	Advisory Business.....	3
Item 5	Fees and Compensation	7
Item 6	Performance -Based Fees & Side-by-Side Management	10
Item 7	Types of Clients.....	13
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss.....	13
Item 9	Disciplinary Information.....	16
Item 10	Other Financial Industry Activities and Affiliations.....	16
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	17
Item 12	Brokerage Practices	18
Item 13	Review of Accounts	20
Item 14	Client Referrals and Other Compensation.....	21
Item 15	Custody	21
Item 16	Investment Discretion.....	22
Item 17	Voting Client Securities.....	22
Item 18	Financial Information.....	23
Item 19	Requirements for State Registered Advisers	23
	Privacy Policy	25

Item 4 Advisory Business

FIRM DESCRIPTION

Wealth Strategies Group (“**WSG**” or the “**Firm**”) is organized as a California S corporation. WSG’s current business activities consist of providing investment advisory services to individuals, high net worth individuals, families, profit-sharing plans, trusts, estates, and small businesses in California and other states (each referred to as a “Client”).

Principal Owner: Travis Allen, the Firm’s Chief Executive Officer, and Chief Compliance Officer, wholly owns Wealth Strategies Group.

The Firm became registered as a Registered Investment Advisor with the U.S Securities and Exchange Commission in 2023. The Firm is in the process of converting to a California Registered Investment Adviser.

TYPES OF ADVISORY SERVICES

For our investment advisory clients, the Firm presently offers the following types of advisory services:

- I. WSG Financial Advisory Portfolio**
- II. WSG Retirement Plan Consulting**

WSG PORTFOLIO MANAGEMENT

In a WSG Portfolio Management account, our investment advisors manage money for Clients, using investment vehicles suitable for Clients, such as equities, mutual funds, exchange traded funds, options and bonds. Our firm provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy or an investment plan and create and manage a portfolio that best suits the clients needs. During our data-gathering process, we determine the client’s individual objectives, time horizons, risk tolerance, and liquidity needs. We may also review and discuss a client’s prior investment history, as well as family composition and background. Accounts are managed on a discretionary basis, meaning that the advisor has discretion over what securities to buy and sell. This trading discretion and any limitations on it will be set forth in the client agreement. The services provided are the same regardless of the account structure selected.

We will regularly rebalance or adjust client accounts under our management. If the client experiences any significant changes to his/her financial or personal circumstances, the client must notify us so that we can consider such information in managing the client's investments. As part of your advisory agreement, the Firm may offer events within the community which is free of charge or paid events.

HELD AWAY ACCOUNT SERVICES

We provide certain services for accounts that are not directly held in our custody. We regularly review the current holdings and available investment options in these accounts, and provide advice to our clients. These services are included in your annual asset fee.

COMPLETE FINANCIAL PLANNING SERVICES

WSG offers a complete financial planning package which is a 15-step process that occurs over a 30-day period that reviews every aspect of a Client's personal and business life. Below is a description of the 15-step process.

1. **Goal Setting:** Consist of reviewing all areas of the Client's life which includes their personal, business, family, retirement and charity and community.
2. **Organization:** The advisor will review the Client's account dashboard, their financial team, which may consist of an accountant, attorney, existing brokers such as investment and insurance persons, and other advisors.
3. **Income Analysis:** The Client's income, structure of income, expenses, savings and short term debts are analyzed.
4. **Tax Analysis:** Personal (filing status and income splitting) and business analysis.
5. **Cash Management:** Money market funds
6. **Protection:** Health (insurance, health and family issues), Life (Personal Term for Personal and family, corporate term, permanent, disability (personal and corporate)
7. **Account Analysis:** Taxable, tax advantaged, qualified, health accounts, other.
8. **Liquid Investment Analysis:** Statements from all accounts, history (taxation, performance, communication/relationship)

9. **Hard Asset Analysis:** Personal Real Estate (Value/Mortgage), Rental Real Estate (values, mortgages, cash flow, management, tenancy issues, business real estate (values, ownership split, mortgages, cash flow, management, tenancy issues, Other assets (personal, and personal effects.)
10. **Business/Career Analysis:** Career plans (free flowing discussion, challenges/opportunities)
11. **Financial Planning:** Income Optimization, Tax Optimization, Savings Rates, College Savings for Families, Account Structuring, Investment Reallocation
12. **Retirement/Distribution Planning:** Retirement Account Optimization, Savings Rates with Match Information, Pension Analysis, Social Security Analysis, Distribution Rate for Retirees, Distribution Account Ordering, Long Term Care Analysis
13. **Succession Planning:** Personal (Will/Living Trust, Legacy Planning) Corporate (Buy/Sell Agreement, Sale Opportunities)
14. **Charitable Planning:** Personal and Corporate
15. **Ongoing Monitoring:** Quarterly Scheduled Video Meetings, Emergency Direct Line to Advisor.

The Advisor will provide a written summary of Client's financial situation, observations, and recommendations. All financial plans are completed within thirty days of contract date, assuming all information and documents requested are provided promptly.

Typically, clients engaging the firm to provide financial planning or financial consultation services are required to enter into a separate written agreement setting forth the terms and conditions of the planning engagement and describing the scope of the services to be provided. Financial planning clients need not necessarily become investment management clients of the firm. WSG does not make any representation that these products and services are offered at the lowest available cost and the client may be able to obtain the same products or services at a lower cost from other providers. However, the client is under no obligation to accept any of the recommendations of WSG or use the services of WSG.

Implementation of the recommendations will be at the discretion of the client. Clients have the option to purchase investment products that the Adviser recommends through other brokers or agents that are not affiliated with the Adviser or investment adviser representatives.

INVESTMENT CONSULTATION

Our investment consultation services may involve providing information on the types of investment vehicles available, employee retirement plans and/or stock options, investment analysis and strategies, asset selection and portfolio design, as well as assisting you with your investment account if it is maintained at another broker/dealer or custodian. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.

Periodic Review

We strongly urge our clients to notify us of any change in their circumstances, and to schedule a review any time there is such a change. An annual review should be considered even if there is not a substantial change, because tax laws, estate laws, and investment vehicles are always changing. Additional information may be found in Item 13 of this brochure.

Engagement with Wealth Strategies Group

During or prior to your first meeting with our firm you will be provided with a current Form ADV Part 2 firm brochure that includes a statement about our privacy policy (found in Item 11). We will also ensure that we disclose any material conflicts of interest that could be reasonably expected to impair the rendering of unbiased and objective advice.

When engaging WSG for its advisory services, you must first enter into a written agreement with our firm. Thereafter, discussion and analysis will be conducted to determine your financial needs, goals, holdings, etc. Depending on the scope of the engagement, you may be asked to provide current copies of documents so it will help us understand your needs and financial goals.

It is important that the information and/or financial statements you provide are accurate. Our firm may, but is not obligated to, verify the information you have provided, which will then be used in the investment advisory process. It is also necessary that you provide us with an adequate level of information and supporting documentation throughout the term of the engagement including, but not limited to source of funds, income levels, and an account holder or their legal agent's authority to act on behalf of the account, among other information. This helps us determine the appropriateness of our planning and/or investment strategies for your portfolio. It is also very important that you keep us informed of significant changes that may call for an update to your investment plans. Events such as changes in employment or marital status, an unplanned windfall, etc., can have an impact on your circumstances and needs. We need to be aware of such events, so that we may adjust as necessary in order to keep you on track toward your goals.

ASSETS UNDER MANAGEMENT

As of January 31, 2024, the Firm has \$ 16,285,789 discretionary assets and \$0 non-discretionary assets under management.

Item 5 Fees and Compensation

PORTFOLIO MANAGEMENT SERVICE FEES

Investment Management Services

Portfolio Management accounts are custodied at Interactive Brokers. The fee assessed to the Client account(s) will be detailed in our firm's Investment Advisory Agreement ("Advisory Agreement"). Investment management fees are collected monthly in advance. If the Advisory Agreement is executed at any time other than the first day of a calendar month, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the month for which you are a client. Client fees are negotiated on a per client basis; however, the maximum annualized client fee will not exceed 1.25%.

The initial fee is due in full one business day after the Client's account is accepted and will be based on the asset value of the account on that date. Fees are automatically deducted from the account pursuant to the advisory agreement and are not billed separately to clients. Clients must maintain or deposit sufficient funds in the account to cover payment of all fees authorized by the contract. The amount of the fee, the formula used to calculate the fee, the fee calculation itself, and the time period covered by the fee, will be on the account statement received by Interactive Brokers as the Custodian. WSG urges Clients to carefully review such statements.

The initial fee will be prorated according to the number of days services were provided during the first month. Thereafter, the fee will be calculated by multiplying the fair market value of the assets in the account as of the last trading day of each calendar month by the annual fee and then dividing that result by 12, which represents each month. The account value is calculated as the market value of all long and short securities positions in the account and will not be reduced by any margin or other indebtedness of the Client with respect to such securities or other investments. Fees will not be adjusted or pro-rated for additions to or withdrawals from the account during the calendar month, other than a complete withdrawal in connection with the termination of the Account Agreement.

In addition to the advisory fee, accounts will be assessed transaction fees. Transaction fees charged may be higher or lower than transaction charges or commissions charged by other broker-dealers. The custodian receives a portion of the transaction fees paid by Clients. Although transaction charges may be identified as commissions on trade confirmations, the Investment Adviser Representative does not receive any portion of these charges.

Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may terminate the investment advisory agreement within five (5) business days of signing the advisory agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for investment advisory fees up to and including the effective date of termination.

COMPLETE FINANCIAL PLANNING (CFP) FEE

For Clients that select the Complete Financial Planning package, our plan pricing starts at \$9,800 per year or higher based on the complexity of the plan and services provided. The fee covers the first 30 days and extends for the full year. If the Client request a refund for any reason within 30 days of engagement, the Firm will refund the fee. We do not require a retainer and the estimated financial planning or consulting fee we quote is due upon engagement. All fees are negotiable and are due upon engagement. In all instances, we will send you a written invoice, including the fee, and the time period covered by the fee. Fees for Clients who select this plan are separate from account advisory fees. Please note that if no service is provided to the client, or the Client terminates before the plan is completed, the unearned fees will be refunded to the client.

OTHER FEES

In addition to the advisory fees paid to WSG, Clients will incur transaction fees for trades executed by their chosen custodian. These transaction fees are separate from our firm's advisory fees and will be disclosed by the chosen custodian. Clients may also pay holdings charges imposed by the chosen custodian for certain investments, charges imposed directly by a mutual fund, index fund, or exchange traded fund, which shall be disclosed in the fund's prospectus (i.e., fund management fees, initial or deferred sales charges, mutual fund sales loads, 12b-1 fees, surrender charges, variable annuity fees, IRA and qualified retirement plan fees, and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from custodian, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. Our firm does not receive a portion of these fees.

Mutual Funds typically offer multiple share classes available for investment based upon certain eligibility and/or purchase requirements. For instance, in addition to the more commonly offered retail mutual fund share classes (typically, Class A, B and C shares), mutual funds may also offer institutional, or advisor share classes (the “lower cost share classes”) or other share classes that are designed for purchase in an account enrolled in investment advisory programs. These lower cost share classes usually have a lower expense ratio than other shares classes. In addition, lower cost share classes often do not charge a 12b-1 fee. The Firm will utilize the most appropriate mutual fund share classes for its portfolio allocations available to it. Regardless, clients may still be invested in funds with higher internal expenses when no lower cost share classes for a fund are available at the custodian or the Client is not eligible due to investment minimums or other requirements. Clients should understand that a transaction charge for mutual fund and exchange traded fund (ETF) purchases and redemptions may occur in accordance with the appropriate custodial agreement. The applicable transaction charge varies depending on the amount of recordkeeping fees received by the custodian / broker-dealer from the mutual fund or ETF and/or whether the sponsor of the mutual fund or ETF participates in a No Transaction Fee (NTF) Network. When an NTF mutual fund or ETF is purchased in a Client’s account, the NTF fund’s sponsor directs a payment to the custodian / broker-dealer on behalf and for the benefit of the client that is used exclusively as a credit to defray the bona fide transaction charge obligations of the client’s account. When an NTF fund is sold, the custodian / broker-dealer waives the transaction charge to WSG. Each custodian who provides execution and custodial services to our Firm has a version of an NTF fund network specific to them and these could vary across custodians.

Clients should understand the cost of the transaction charges may be a factor the IAR considers when selecting securities and determining whether to place transactions in accounts. Clients should consider this conflict when monitoring the purchase of NTF funds as all such conflicts may have an impact on the investment performance of accounts.

There are instances in which WSG would recommend a mutual fund that carries a 12(b)-1 fee, even when a lower-cost share class is available for the same fund. For example, a lower-cost class share may not be available to WSG due to investment minimums. In other cases, mutual funds charging 12(b)-1 fees are transferred into an account being managed by WSG. In which case the Firm may recommend the Client hold the existing share class, instead of selling the fund and buying a lower-cost share, which could result in a tax liability. In addition, some mutual funds charge 12(b)-1 fees, but no transaction fees, while other share classes in the same fund family do not charge 12(b)-1 fees but do charge transaction fees.

Mutual funds charging 12(b)-1 fees will be recommended when the overall cost is seen as a benefit to the Client if the anticipated transaction fees exceed the anticipated 12(b)-1 fees. When recommending

a particular mutual fund share class, the different available share classes are compared and reviewed along with the anticipated investment timeframe, potential tax consequences, future anticipated transactions, and other costs to determine the best selection for the Client at that time. WSG does not receive any part of the 12b-1 fees charged by Mutual Funds.

No supervised persons of WSG accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

TERMINATION OF SERVICES

If our Form ADV Part 2 brochure was not delivered to you at least 48 hours prior to entering the investment advisory contract with our firm, then you have the right to terminate the engagement without fee and penalty within five business days after entering into the agreement.

Either party may terminate the agreement at any time by written notice, via email or letter, to the other party. Our firm will not be responsible for future allocations, investment advice or transactional services upon receipt of a termination notice. Upon termination, it will also be necessary that we inform the custodian of record that the relationship between the firm and the client has been terminated.

For portfolio management services engagements, should you terminate the agreement after the five-day period, you will be assessed fees on a prorated basis for services incurred from either (i) as a new client, the date of the engagement to the date of the firm's receipt of the written notice of termination; or (ii) all other accounts, the last billing period to the date of the firm's physical or constructive receipt of written termination notice. As mentioned previously, either party may terminate the agreement at any time by written notice, via email or letter, to the other party.

We will return any unearned advisory fees within 30 days of our receipt of a termination notice. This will only be provided via check from a US-based financial institution; no credits or "transaction reversals" will be issued to an account. The amount of the refunded fee, the formula used to calculate the fee refund, the fee calculation itself, and the time period covered by the fee, will be on the account statement received by the Custodian.

Item 6 Performance -Based Fees & Side-by-Side Management

WSG will receive a performance fee based on the capital gains obtained in the accounts of "Qualified Clients" pursuant to the terms an investment advisory agreement. Only Qualified Clients with either

\$1,100,000 under management with WSG or a net worth of \$2,200,000 can be charged a performance fee.

The 20% performance fee will be calculated based on a calendar quarter, period (the “Billing Period”), paid quarterly and assessed as of the close of business on the last day of the calendar year (the “Billing Date”), less any Client deposits and plus any withdrawals during the Billing Period. Our calculation consists of taking 20% of net-of-fee returns over the blended benchmark (e.g., a portfolio earning 5% excess returns relative to the benchmark will be assessed a performance fee of 1% for the Billing Period in addition to the investment management fee). For Client Accounts opened mid-quarter, the performance fee will be based on the timeweighted return from inception, to the calendar quarter period.

Once a performance fee is paid, WSG retains the fee regardless of its subsequent performance; however, no additional performance fee will be paid to WSG until the portfolio recoups any previous losses (“high-water mark”). Thus, after the first Billing Period in which a performance fee is earned, the performance fee for subsequent Billing Periods only applies to the extent that a portfolio’s performance exceeds what had been achieved through the close of any prior period.

There are conflicts of interest WSG faces by managing some client accounts on a performance-based fee arrangement at the same time as managing asset based, non-performance-based accounts. For example, the nature of a performance fee poses an opportunity for WSG to earn more compensation than under a stand-alone asset-based fee. Consequently, WSG could favor performance-based accounts over those accounts where we receive only an asset- based fee. This creates the incentive to devote more time and attention to performance-based accounts than to accounts under an asset-based fee-only arrangement. This would be incidental not intentional.

The nature of performance fees can encourage unnecessary speculation with client assets in order to earn or increase the amount of the fee. The result of riskier investments can have a positive effect in that results could equal higher returns when compared to an asset-based fee account. On the other hand, riskier investments historically have a higher chance of losing value. Also, since in a performance fee arrangement an adviser is compensated based on capital gains or capital appreciation, these arrangements could give an investment adviser an incentive to time transactions in a client's account on the basis of fee considerations rather than on what is in the best interest of the client.

Performance fees can cause an investment adviser to engage in transactions or strategies which will increase the amount of the performance fees, but which may not increase the overall performance of the client's account. For example, an account may lose value during a quarter and no performance fee

will be earned. In the following quarter, WSG may receive a performance fee for simply recouping losses from the previous year. WSG controls for this conflict of interest by using a high-water mark fee calculation method.

WSG does not represent that the amount of the performance fees or the manner of calculating the performance fees is consistent with other performance related fees charged by other investment advisers under the same or similar circumstances. The performance fees charged by WSG may be higher than the performance fees charged by other investment advisers for the same or similar services.

WSG has established policies and procedures to address the various conflicts of interest associated with charging a performance fee:

- Only clients that are able to assume additional risk are solicited to engage in a performance fee arrangement. WSG provides such clients full disclosure of the additional risks associated with a performance fee arrangement.
- Client accounts eligible to be charged a performance-based fee is based upon the account starting value and agreed upon high-water mark before the performance-based fee is charged. Performance based fee arrangements of WSG will comply with Pursuant to California Corporations Code, title 4, section 25234 and California Code of Regulations, title 10, section 260.234, a state registered investment adviser may only charge performance based fees to "qualified clients" as defined as natural individual clients meeting the SEC's definition of "qualified clients" may enter into agreements providing for performance-based compensation to WSG. A natural person or company must meet the following conditions to be considered a qualified client:
 - Have at least \$1,000,000 under management with WSG at the time the client enters into an agreement with WSG; or
 - Provide documentation to WSG so that WSG will reasonably believe the client has either a net worth of \$2,100,000 or is a qualified purchaser under Section 2(a)(51)(A) of the Investment Company Act.

WSG and its supervised persons may manage accounts that collect a performance-based fee in which those accounts may also be charged other fees such as an hourly or flat rate fee for other services. This creates a conflict of interest in which the Firm or its supervised persons may be incentivized to

encourage clients to engage in other services to create additional compensation. The Firm mitigates this conflict by disclosing it to investors and accounts will be periodically reviewed to ensure the other services provided were in the best interest of the client.

Item 7 Types of Clients

TYPES OF CLIENTS

WSG provides portfolio management services to individuals, corporations and business entities, pensions, charitable institutions, foundations, endowments, estates, trusts, and other U.S. and international institutions.

The Firm generally does not require a minimum initial investment to open an account. However, the Firm reserves the right to accept or decline a potential Client for any reason in its sole discretion. Prior to engaging the Firm to provide any of the investment advisory services described in this Brochure, the Client will be required to enter into one or more written Agreements with the Firm setting forth the terms and conditions under which the Firm shall render its services.

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

METHODS OF ANALYSIS

Our investment strategy begins with an understanding of a client's financial goals. Advisors use demographic and financial information provided by the client to assess the client's risk profile and investment objectives in determining an appropriate plan for the client's assets. Investment strategies ordinarily include long- or short-term purchases of individual stocks, mutual funds, exchange traded funds, options, and fixed income securities. Frequent trading of securities can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Investment recommendations are based on an analysis of the client's individual needs and are drawn from research and analysis. Security analysis methods includes the following:

- **Fundamental analysis:** We attempt to measure the intrinsic value of a security by looking at economic and financial factors to determine if the company is underpriced or overpriced. Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

- **Technical analysis and charting:** The attempt to determine the trend of a security by studying past market data, including price and volume. This presents a potential risk, as the price of a security can change direction at any time and past performance is not a guarantee of future performance.
- **Cyclical analysis:** We attempt to identify the industry cycle of a company to determine whether the company is in a market introduction phase, growth phase or maturity phase. Generally projected revenues, growth potential and business risk may fluctuate based on the company's cycle stage.

Information for this analysis is drawn from financial websites and magazines, research materials prepared by others, annual reports, corporate filings, prospectuses, company press releases and corporate ratings services.

It is important to note that investing in securities involves a risk that clients must be prepared to bear. Below are risks with investing in securities:

- **Equity Securities.** The value of the equity securities is subject to market risk, including changes in economic conditions, growth rates, profits, interest rates and the market's perception of these securities. While offering greater potential for long-term growth, equity securities are more volatile and riskier than some other forms of investment.
- **Small- and Medium-Capitalization Stocks.** Small- and medium-capitalization companies may be of a less seasoned nature or have securities that may be traded in the over-the-counter market. These "secondary" securities often involve significantly greater risks than the securities of larger, better-known companies. In addition to being subject to the general market risk that stock prices may decline over short or even extended periods, such companies may not be well-known to the investing public, may not have significant institutional ownership and may have cyclical, static or only moderate growth prospects. Additionally, stocks of such companies may be more volatile in price and have lower trading volumes than larger capitalized companies, which results in greater sensitivity of the market price to individual transactions.
- **OTC Transactions.** In general, there is less governmental regulation and supervision in the OTC markets than of transactions entered into on an organized exchange. In addition, many of the protections afforded to participants on some organized exchanges, such as the performance guarantee of an exchange clearinghouse, will not be available in connection with OTC transactions.

- **Fixed Income Securities Risk** – Fixed income securities include corporate bonds, municipal bonds, other debt instruments and mutual funds that invest in these securities. Prices of fixed income securities generally decline when interest rates rise and rise when interest rates fall. Longer-term debt and zero-coupon bonds are more sensitive to interest rate changes than debt instruments with shorter maturities. Fixed income securities are also subject to *credit risk*, which is the chance that an issuer will fail to pay interest or principal on time.
- **Investment Company Risk** – Investment companies include open-end and closed-end investment companies. These investments involve substantially the same risks as investing directly in the underlying instruments; in addition, the return from such an investment will be reduced by the operating expenses and fees of the investment company, including applicable advisory fees.
- **Exchange-Traded Fund Risk** – ETFs are open-end investment companies, unit investment trusts or depository receipts that hold portfolios of stocks, commodities and/or currencies that commonly are designed, before expenses, to closely track the performance and dividend yield of (i) a specific index, (ii) a basket of securities, commodities, or currencies, or (iii) a particular commodity or currency. Exchange Traded Funds have the same risks as equity securities noted above.

Our investment approach constantly keeps the risk of loss in mind. These risks include, but are not limited to:

- **Interest-rate Risk**: Fluctuations in interest rates cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk**: The price of a security, bond, or mutual fund can drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's underlying circumstances. For example, political, economic, and social conditions may trigger market events.
- **Inflation Risk**: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations could result in bankruptcy and/or a declining market value.

Item 9 Disciplinary Information

WSG is required to disclose whether there are legal or disciplinary events that are material to a client's or prospective client's evaluation of WSG's advisory business or the integrity of its management. None of WSG, its principals, or its employees have been subject to any criminal or civil actions, administrative proceedings, or self-regulatory organization (SRO) proceedings.

Item 10 Other Financial Industry Activities and Affiliations

10A. Wealth Strategies Group, nor any of our management persons, or representatives are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

10B. Wealth Strategies Group, nor any of our management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of any foregoing entities.

10C. Insurance Agency Affiliations

Certain Supervised Persons of WSG are also licensed insurance professionals. Implementation of insurance recommendations are separate and apart from a Supervised Person's role with WSG. As an insurance professional, the Supervised Persons will typically receive commissions and other related revenues from the various insurance companies whose products are sold. Supervised Persons are not required to offer the products of any insurance company.

Commissions generated by insurance sales do not offset ongoing advisory fees but will be excluded from asset calculations for investment management services. WSG is dedicated to acting in the best interests of its clients based on fiduciary principles. Clients are under no obligation to purchase recommended products.

Conflict of Interest Between Different Fee Structures

WSG offers several different services detailed in this brochure that compensate WSG differently depending on the service selected. There is a conflict of interest for WSG and its associated personnel to recommend the services that offer a higher level of compensation to WSG through either higher management fees or reduced administrative expenses. WSG mitigates this conflict through its procedures to review client accounts relative to the client financial situation to ensure the investment management service provided is appropriate. Further, WSG is committed to its obligation to ensure associated persons adhere to WSG's Code of Ethics and to ensure that WSG and its associated persons fulfill their fiduciary duty to clients or investors.

10D. Wealth Strategies Group does not recommend or select other investment advisers for clients, nor do we receive compensation directly or indirectly from any advisers.

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

CODE OF ETHICS

WSG has adopted a Code of Ethics for all supervised persons of the Firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at WSG must acknowledge the terms of the Code of Ethics annually, or as amended.

Advisors of WSG may buy or sell securities that are recommended to clients. WSG's employees and persons associated with WSG are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors, and employees of WSG and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for WSG's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities, and interests of the employees of WSG will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of WSG's clients. In addition, the Code requires pre-approval of many transactions, and restricts trading near client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between WSG and its clients.

Advisors may recommend and trade in the same securities with clients and/or related accounts at or about the same time. Generally, this would pose a conflict if the Advisor or related account were given a better price than the client. To mitigate this conflict, any trade entered into by an Advisor alongside a client trade will be reviewed to ensure the client got the same price or better than the Advisor.

Trades may be done on an aggregated basis when consistent with WSG's obligation of best execution. In such circumstances, the Advisor (or related account) and client accounts will share commission costs equally and receive securities at a total average price. WSG will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order. The Adviser does not recommend to clients, or buys or sells for client accounts, securities in which the Adviser or a related person has a material financial interest.

WSG's clients or prospective clients may request a copy of WSG's Code of Ethics by contacting the Compliance Department at our main number.

Item 12 Brokerage Practices

WSG recommends the brokerage and custodial services of Interactive Brokers, a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. The Custodian is a registered broker-dealer that charges brokerage

commissions or transaction fees for effecting securities transactions. As the qualified custodian holding your account, the Custodian does not generally charge WSG separately for custody services. They are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed.

Transaction fees paid are one of, but not the only, criteria in recommending a Custodian. Clients may pay commissions that are higher than another qualified financial institution might charge to affect the same transaction where WSG determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Financial Institution's services and the fees for those services, including among others, the value of research provided, execution capability, commission rates, and responsiveness.

The Custodian makes products and services available to WSG that benefit WSG but may not directly benefit its Clients' accounts. Many of these products and services are used to service all or a substantial number of WSG accounts. Some of these products and services provided includes software and other technology that provides access to Client account data (such as trade confirmations and account statements); research, pricing, and other market data; facilitates payment of fees from Clients' accounts; and assists with back-office functions, recordkeeping, and Client reporting. When client brokerage commissions are used to obtain research or other products or services, WSG receives a benefit because we do not have to produce or pay for the research, products, or services. As a result of these services provided, commissions may be higher than those charged by other broker-dealers.

Soft dollar benefits are used to service all Client accounts; they are not used exclusively for the accounts that generated the soft dollar benefits. There is no effort to allocate soft dollar benefits to Clients in proportion to the amount of soft dollar benefits generated by each Client.

The amount of soft dollar benefits that are received depends on the volume of brokerage transactions that WSG places with the Custodian. The receipt of soft dollars creates a conflict of interest by giving a financial incentive to (1) have Clients pay more than the lowest possible commissions and transactions charges, (2) place more transactions in the Client's account, and (3) recommend only broker-dealers that provide soft dollar benefits.

BROKERAGE FOR CLIENT REFERRALS

We do not routinely request or require that clients direct us to execute transactions through a specified broker-dealer. The Firm only uses Interactive Brokers, LLC., as our broker/dealer. The Adviser, nor any related persons receive client referrals from a broker/dealer or Custodian.

DIRECTED BROKERAGE

All Clients are serviced on a “directed brokerage basis”. WSG will place trades within the account[s] established by the Client at Interactive Brokers (Custodian). All trades are executed within their respective advisory accounts. WSG will not engage in any principal transactions (i.e., trade of any security from or to WSG’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). WSG does not select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. All trading costs are determined solely by the Custodian. Not all Investment Advisers require their clients to use direct brokerage.

ORDER AGGREGATION

Clients can benefit when trades are aggregated to obtain volume discounts on execution costs. Trade aggregation refers to the practice of combining orders for execution. When consistent with the duty to obtain best execution, multiple Client transactions will be aggregated into a single order in order to obtain the best price for Clients. In such circumstances, the accounts will share commission costs equally and receive securities at a total average price. WSG will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

Item 13 Review of Accounts

Frequency of Reviews

Account reviewers are the IARs responsible for each account. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client. The Chief Compliance Officer conducts periodic reviews of trading activity and client accounts as a follow-up measure to the representative reviews.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed because of major changes in economic conditions, changes in investment objectives, targeted allocation, current allocation, suitability, performance, monthly distributions, concentrated positions, diversification, and outside holdings. The Client is encouraged to notify WSG if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. WSG may also provide Clients with periodic reports regarding their holdings, allocations, and performance, via email or written communication, depending on the Clients preference.

Item 14 Client Referrals and Other Compensation

ECONOMIC BENEFITS FROM OTHERS

WSG and its related persons do not receive an economic benefit (such as sales awards or other prizes) from any third party for providing investment advice or other advisory services to its clients. However, WSG does receive "soft dollar" benefits as described in Item 12.

Currently, neither WSG nor its related persons compensate directly or indirectly any person who is not a supervised person for client referrals. The Firm does not receive any compensation for client referrals to third party investment advisers.

Item 15 Custody

CUSTODY OF ASSETS

WSG has constructive custody of client funds and securities due to the ability to deduct advisory fees from accounts. In accordance with custody rules, WSG will ensure that a qualified custodian maintains the account and that clients receive a quarterly account statement from the qualified custodian. WSG

obtains a written authorization from the client to deduct advisory fees from the account held with the qualified custodian.

Clients should receive statements at least quarterly from Custodians or other selected qualified custodian that holds and maintains Client's investment assets. WSG urges Clients to carefully review such statements and compare the official custodial records to the account statements that WSG provides. WSG statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. The amount of the fee, the formula used to calculate the fee, the fee calculation itself, and the time period covered by the fee, will be on the account statement received by Interactive Brokers as the Custodian.

Item 16 Investment Discretion

WSG provides investment advisory services to Client Accounts on a discretionary basis. Such discretion is granted at the outset of the advisory relationship and must be in writing. If discretionary authority is granted to select the identity and number of securities to be bought or sold, clients must authorize such discretion in writing in the advisory agreement. In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the client account. When selecting securities and determining amounts, WSG observes the investment policies, limitations, and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to WSG in writing. Pursuant to the Client's instructions, a client's cash may be invested in a money market mutual fund managed by the Account's Custodian, which charges a fee. Clients should contact their Custodian for more information about this investment of their cash. The firm has discretionary authority to determine the broker or dealer to be used for a purchase or sale of securities for a client's account.

Item 17 Voting Client Securities

As a matter of firm policy and practice, WSG does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for all securities maintained in client portfolios. Clients should contact their investment advisor, or the Firm at (888) 848-4144 if they have any questions and/or obtain this information. Clients will receive their proxies directly from their custodian or transfer agent.

Item 18 Financial Information

BALANCE SHEET REQUIREMENT

Neither WSG nor its management have any adverse financial situations that would reasonably impair the ability of WSG to meet all obligations to its clients. Neither WSG, nor any of its advisory persons, has been subject to bankruptcy or financial compromise. The Firm does not require, solicit, or accept prepayment of more than \$500 in fees per client six (6) months or more in advance.

Item 19 Requirements for State Registered Advisers

19A. Mr. Travis Allen serves as the Firm's CEO and CCO and is the sole management person of the Firm. He has been employed in the investment advisory and securities business for 22 years primarily as a Registered Representative of a broker/dealer or an investment advisor representative with a Registered Investment Advisor. He also works as an insurance agent. Mr. Allen has no disciplinary information to report. Please see Mr. Allen's ADV Part 2B Brochure Supplement for a more detailed description of his experience.

19B. WSG is not employed in any other business activity other than working Wealth Strategies Group.

19C. Performance-Based Compensation

WSG charges performance-based fees on accounts in which the client is determined to be a "Qualified Client" as defined in Item 6 above. The 20% performance fee is calculated based on a calendar quarter, period (the "Billing Period"), paid quarterly and assessed as of the close of business on the last day of the calendar year (the "Billing Date"), less any Client deposits and plus any withdrawals during the Billing Period. Our calculation consists of taking 20% of net-of-fee returns over the blended benchmark (e.g., a portfolio earning 5% excess returns relative to the benchmark will be assessed a performance fee of 1% for the Billing Period in addition to the investment management fee). For Client Accounts opened mid-quarter, the performance fee will be based on the timeweighted return from inception, to the calendar quarter period.

19D. Disciplinary Reporting Disclosure

Arbitration Claims

Neither the Firm nor its management persons has been found liable in any arbitration claim involving an investment or investment-related business or activity, fraud, false statements or omissions, theft,

embezzle, dishonesty, the wrongful taking of property, bribery, forgery counterfeiting or extortion or dishonest, unfair, or unethical practices.

Civil, Self-Regulatory Organization (SRO), or Administrative Proceeding

Neither the Firm nor its management persons has been found liable in any civil, self-regulatory organization, or administrative proceeding involving an investment or investment related business or activity, fraud, false statements or omissions, theft embezzlement or other wrongful taking of property bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices.

19E. Neither the Firm, nor any of its management persons has any relationship or arrangement with any issuer of securities.

Privacy Policy

Effective Date: March 30, 2024

Our Commitment to You

Wealth Strategies Group LLC (“WSG” or the “Adviser”) is committed to safeguarding the use of personal information of our clients (also referred to as “you” and “your”) that we obtain as your Investment Adviser, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. WSG (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

WSG does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why do you need to know?

Registered Investment Advisers (“RIAs”) must share some of your personal information while servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address, and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage, and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural, and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations.	Yes	No

Marketing Purposes WSG does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where WSG or the Client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients WSG does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-Specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
Massachusetts	In response to a Massachusetts law, Clients must “opt-in” to share non- public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us. Periodically we may revise this Policy and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (888) 484-4144.