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**Form ADV Part 2A – Appendix 1**  
**Wrap Fee Program Brochure**

877-282-4768

Dated: March 29, 2024

**CRD # 168907/SEC#:801-122977**

This Wrap Fee Program Brochure ("Brochure") provides information about Wealth Teams Alliance, Inc.'s ("Wealth Teams Alliance," or the "Advisor" ") wrap fee program, qualifications, and business practices. This Wrap Fee Program Brochure shall always be accompanied by the Wealth Teams Alliance Disclosure Brochure, which provides complete details on the business practices of the Firm. If you did not receive the complete Wealth Teams Disclosure Brochure or you have any questions about the contents of this Brochure, please contact us at 877-282-4768 and/or email us at [info@Wealth-Teams.com](mailto:info@Wealth-Teams.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Wealth Teams Alliance is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Wealth Teams Alliance is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 – Material Changes

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This Wrap Fee Brochure (the “Brochure”) provides you with a summary of Wealth Teams Alliance, Inc.’s wrap fee program, business practices, and potential conflicts of interest. This Item is used to provide our clients with a summary of new and/or updated information; we will inform of the revision(s) based on the nature of the information as follows. There have been no material updates since our last filing.

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure (along with the complete ADV Part 2A Disclosure Brochure) or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Wealth Teams Alliance.

Wealth Teams Alliance will provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Additional copies of this Brochure may be requested by contacting [info@Wealth-Teams.com](mailto:info@Wealth-Teams.com). The Brochure is also available on our website, [www.wealth-teams.com](http://www.wealth-teams.com), free of charge.

Information about Wealth Teams Alliance, Inc. is available via the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC’s web site also provides information about any persons affiliated with Wealth Teams Alliance who are registered, or are required to be registered, as investment adviser representatives of Wealth Teams Alliance.

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# Item 4 – Services, Fees and Compensation

Wealth Teams Alliance, Inc. is registered with the Securities and Exchange Commission as an Investment Adviser as of January 3, 2022. We were founded in December of 2012. Guy Baker is the principal owner of Wealth Teams Alliance, Inc. On January 15, 2021, the Wealth Teams Alliance, previous known as Oak Grove, LLC converted to a California corporation and then changed its name to Wealth Teams Alliance, Inc. on January 15, 2022. As of December 31, 2022, Timothy Latimer, Benjamin Langhofer, Shannon Jason Black and Michael Taylor also maintain ownership shares of Wealth Teams Alliance, Inc. Gary Million is Wealth Teams Alliance's Chief Compliance Officer.

## Services

As discussed below, Wealth Teams Alliance provides customized investment advisory services for its Clients and, to the extent specifically requested by a client, financial planning and related consulting services. This Wrap Fee Program Brochure is provided as a supplement to the Wealth Teams Alliance Form ADV 2A ("Disclosure Brochure"). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting Wealth Teams Alliance as your investment advisor.

As part of the investment advisory fees noted in Item 5 – Fees and Compensation of the Disclosure Brochure, Wealth Teams Alliance includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a "Wrap Fee Program." Wealth Teams Alliance sponsors the Wealth Teams Alliance Wrap Fee Program.

Please Note: Wealth Teams Alliance believes that it is important for the client to address financial planning issues on an ongoing basis. Wealth Teams Alliance's advisory fee, as set forth at Item 5 below, will remain the same regardless of whether or not the client determines to address financial planning issues with Wealth Teams Alliance.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single "bundled" investment advisory fee. This Wrap Fee Program Brochure references back to the Wealth Teams Alliance Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on** Wealth Teams Alliance's investment philosophy and related services.

Wealth Teams Alliance sponsors the Wealth Teams Alliance Wrap Program (the "Program") through which it offers discretionary or non-discretionary investment management services on a wrap fee basis. Under the Program, Wealth Teams Alliance is able to offer participants discretionary or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, account maintenance, investment management fees, and in some instances, fees charged by independent managers and/or separately managed accounts.

However, clients may be responsible for, but not limited to, fees for trades executed away from the account's custodian, trustee fees, mutual fund internal expenses, ETF internal expenses, mark-ups, mark-downs, transfer taxes, fees charged by independent managers and/or separately managed accounts (when such managers require

the client to enter into a dual contract relationship) odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts (Such fees are in addition to any fees paid by the client to Wealth Teams Alliance and are between the client and the account custodian). Furthermore, clients who maintain a retirement account with their custodian are generally charged an annual maintenance fee. Clients are charged approximately per year to maintain a retirement account with their plan custodian. These fees are in addition to Wealth Teams Alliance's Program fee.

The current annual Program fee ranges from 0.60% to 1.10%, based upon various objective and subjective factors, including but not limited to: the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, householding of accounts at Wealth Teams Alliance's discretion and negotiations with the client. As a result, Wealth Teams Alliance's clients could pay diverse fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall investment advisory services to be rendered. As a result of these factors, the services to be provided by Wealth Teams Alliance to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

Under the Program, Wealth Teams Alliance, if engaged on a discretionary basis, shall be provided with written authority to determine which securities and the amounts of securities that are bought or sold. Any limitations on this discretionary authority shall be included in the written agreement between each client and Wealth Teams Alliance. Clients may change/amend these limitations, in writing, at any time.

Participation in the Program may cost more or less than purchasing such services separately. When managing an account on a wrap fee basis, Wealth Teams Alliance shall receive as payment for its asset management services, the balance of the wrap fee after all other non-excluded costs (including account transaction fees) incorporated into the wrap fee have been deducted. The Program fee charged by Wealth Teams Alliance for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

**Wrap Program-Conflict of Interest.** Under Wealth Teams Alliance's wrap program, the client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. When managing a client's account on a wrap fee basis, Wealth Teams Alliance shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

Because wrap program transaction fees and/or commissions are being paid by Wealth Teams Alliance to the account custodian/broker-dealer, Wealth Teams Alliance has an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account. Under the Program, Wealth Teams Alliance shall be provided with written authority to determine which securities and the amounts of securities that are bought or sold. Any limitations on this authority shall be included in the written agreement between each client and Wealth Teams

Alliance. Clients may change/amend these limitations, in writing, at any time. The client shall have reasonable access to one of Wealth Teams Alliance's investment professionals to discuss their account.

Wealth Teams Alliance does not have any affiliation with custodians and/or Broker/Dealers. Specific custodian recommendations are made to client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

**Fee Calculation:** The fee charged is calculated as described above and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.

**Fee Payment.** Clients will be charged in advance at the beginning of each calendar quarter based upon the value (market value or fair market value in the absence of market value, plus any credit balance or minus any debit balance), of the client's account, including accrued interest and dividends, at the end of the previous quarter.

Clients authorize Wealth Teams Alliance to directly debit its advisory fee by executing an Investment Management Agreement. Wealth Teams Alliance shall send to the client's Custodian written notice of the amount of Wealth Teams Alliance's advisory fee to be deducted, on a quarterly basis, from the client's account.

**Fee Dispersion:** Wealth Teams Alliance shall receive an investment advisory fee based upon a percentage (%) of the market value of the assets placed under management (range is negotiable to a maximum of 1.10%). However, fees shall vary depending upon various objective and subjective factors, including but not limited to: the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, and negotiations with the client. As a result, similar clients could pay different fees, which will correspondingly impact a client's net account performance. Moreover, the services to be provided by Wealth Teams Alliance to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly. Since Wealth Teams Alliance's representative shall receive a portion of the advisory fee charged to the client, a material conflict of interest arises, because an increase in the management fee paid by the client may result in increased compensation received by Wealth Teams Alliance's representative. Wealth Teams Alliance's Chief Compliance Officer, Gary Million, remains available to address any questions that a client or prospective client may have regarding the above fee disparity, impact on account performance, and conflict of interest.

**Termination of Advisory Relationship.** A client agreement may be canceled at any time, by either party, for any reason upon receipt of prior written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. We reserve the right to terminate any engagement where a client has willfully concealed or has refused to provide pertinent information about his/her financial situation when necessary and appropriate, in our judgment, to providing proper advice

**Investment Performance.** As a condition to participating in the Program, the participant must accept that past performance may not be indicative of future results and understand that the future performance of any specific

investment or investment strategy (including the investments and/or investment strategies purchased and/or undertaken by Wealth Teams Alliance) may not: (1) achieve their intended objective; (2) be profitable; or (3) equal historical performance level(s) or any other performance level(s).

**Client Responsibilities.** In performing any of its services, Wealth Teams Alliance shall not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely thereon. Furthermore, unless the client indicates to the contrary, Wealth Teams Alliance shall assume that there are no restrictions on its services, other than to manage the account in accordance with the client's designated investment objective. Moreover, it remains each client's responsibility to promptly notify Wealth Teams Alliance if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Wealth Teams Alliance's previous recommendations and/or services.

**Expenses / Other Fees:** Our fees are inclusive of brokerage commissions, transaction fees, and other related costs and expenses that shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers and other third parties, such as custodial fees, deferred sales charges, or wire transfer or electronic transfer fees. Custodians may charge transaction fees on purchases or sales of certain no-load mutual funds and exchange-traded funds, as well as fees for trades executed away from the custodian. These transaction charges are usually small and incidental to the purchase or sale of a security. Mutual funds generally charge an internal management fee (expense ratio), which is disclosed in the fund's prospectus. Wealth Teams Alliance does not receive any portion of these commissions, fees and costs. Clients may also incur additional fees while working with their other professional advisors (e.g., attorneys, accountants, etc.).

**Please Note:** Clients who engage Wealth Teams Alliance on a wrap fee basis will not incur brokerage commissions and/or transaction or asset based custodial fees in addition to the Program fee.

**Asset-Based Pricing Arrangements and Limitations.** When recommending Axos, Wealth Teams Alliance generally recommends that clients enter into an "Asset-Based" pricing agreement with the account broker-dealer/custodian. Under an asset-based pricing arrangement, the amount that a client will pay the custodian for account commission/transaction fees is based upon a percentage (%) of the market value of the account, generally expressed in basis points and/or a percentage. One basis point is equal to one one-hundredth of one percent (1/100th of 1%, or 0.01% (0.0001)). This differs from transaction-based pricing, which assesses a separate commission/transaction fee against the account for each account transaction. Account investment decisions are driven by security selection and anticipated market conditions and not the amount of transaction fees payable by you to the account custodian. Under either the asset-based or transaction-based pricing scenario, the fees charged by the respective broker-dealer/custodian are separate from, and in addition to, the advisory fee payable by the client to Wealth Teams Alliance per Item 5 below. Wealth Teams Alliance does not receive any portion of the asset-based transaction fees payable by you to the account custodian. You are under no obligation to enter into an asset-based arrangement, and, if you do, you can request at any time to switch from asset based pricing to transactions based pricing. However, there can be no assurance that the volume of transactions will be consistent from year-to-year given changes in market events and security selection. Thus, given the variances in trading volume, any decision by the client to switch to transaction-based pricing could prove to be economically disadvantageous.

## Program Costs

Advisory services provided by Wealth Teams Alliance are offered in a Wrap Fee Program structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to Wealth Teams Alliance. As the level of trading in a Client's account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client's account[s].

A Wrap Fee Program structure has a conflict of interest as Wealth Teams Alliance has an incentive to limit the number of trades placed in the Client's account[s] or to utilize mutual funds, ETFs and equities that have no transaction fee in order to lower overall costs to Wealth Teams Alliance. Wealth Teams Alliance will seek to select the lowest cost share class available that is in the best interest of each Client and will ensure the selection aligns with the Client's financial objectives and state investment guidelines. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

## Fees

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.60% to 1.10% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with Wealth Teams Alliance. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee. Wealth Teams Alliance, in its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of Wealth Teams Alliance. The Client's fees will take into consideration the aggregate assets under management with Wealth Teams Alliance. All securities held in accounts managed by Wealth Teams Alliance will be independently valued by the Custodian. Wealth Teams Alliance will not have the authority or responsibility to value portfolio securities.

The Client may make additions or withdrawals from the account[s] at any time, subject to Wealth Teams Alliance's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that Wealth Teams Alliance reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Wealth Teams Alliance, subject to the usual and customary securities settlement procedures. However, Wealth Teams Alliance typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. If assets in excess of \$25,000 are deposited into or withdrawn from the Client's account[s], Wealth Teams Alliance's fee will be adjusted during the next billing period to reflect the fee difference.



Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s] which are not included as part of the Wrap Fee Program. All fees paid to Wealth Teams Alliance for investment advisory services or part of the Wrap Fee Program Brochure are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. Additionally, account activity fees, such as electronic funds and wire transfers fees, certificate delivery fees, markups and markdowns, bid-ask spreads, selling concessions, and other miscellaneous fees and expenses as outlined in the account opening paperwork executed with the Custodian, are generally charged to the Client. Finally, securities transaction fees for Client-directed trades may be charged back to the Client.

Wealth Teams Alliance does not control nor share in these fees. The Client should review the fees charged by the fund[s], third parties and the fees charged by Wealth Teams Alliance to fully understand the total fees to be paid. **Please see Item 5.C. – Other Fees and Expenses of the Disclosure Brochure.**

## Compensation

Wealth Teams Alliance is the sponsor and portfolio manager of this Wrap Fee Program Brochure. Wealth Teams Alliance receives investment advisory fees paid by Clients for participating in the Wrap Fee Program Brochure and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s].

**Clients and prospective clients should also review the information contained in Item 4 and Item 5 in our Form ADV Part 2A for information that impacts their relationship with Wealth Teams Alliance.**

# Item 5 – Account Requirements and Types of Clients

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Wealth Teams Alliance offers investment advisory services to individuals and high net worth individuals. Wealth Teams Alliance generally does not impose a minimum account size for establishing a relationship. Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.

Wealth Teams Alliance, in its sole discretion, may reduce its investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

# Item 6 – Portfolio Manager Selection and Evaluation

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## **Portfolio Manager Selection**

Wealth Teams Alliance serves as sponsor and as portfolio manager for the services under this Wrap Fee Program Brochure. Wealth Teams Alliance also serves as the sponsor in conjunction with Independent Managers for the Wrap Fee Program.

Wealth Teams Alliance may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. Wealth Teams Alliance may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. Wealth Teams Alliance will perform initial and ongoing oversight and due diligence over the selected Independent Managers to ensure the Independent Managers’ strategies and target allocations remain aligned with its clients’ investment objectives and overall best interests.

## **Related Persons**

Wealth Teams Alliance personnel serve as portfolio managers for this Wrap Fee Program Brochure. Wealth Teams Alliance does not serve as a portfolio manager for any third-party wrap fee programs.

## **Performance-Based Fees**

Wealth Teams Alliance does not charge performance-based fees.

## **Supervised Persons**

Wealth Teams Alliance Advisory Persons serve as portfolio managers for certain accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4 – Advisory Services of the Disclosure Brochure.

## **Methods of Analysis**

Please see Item 8.A – Methods of Analysis of the Disclosure Brochure for details on the research and analysis methods employed by Wealth Teams Alliance.

## **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Wealth Teams Alliance will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. Wealth Teams Alliance shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform Wealth Teams Alliance of any changes in financial condition, goals or other factors that may affect this analysis.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Please see Wealth Teams Alliance's Form ADV Part 2A for more information in the following areas: Item 4 – Advisory Business, Item 6 – Performance Based-Fees and Side by Side Management, Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss, and Item 17 – Voting Client Securities.**

**Cash Positions.** Advisor continues to treat cash as an asset class. As such, unless determined to the contrary by Advisor, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Advisor's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Advisor may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Advisor's advisory fee could exceed the interest paid by the client's money market fund.

**Portfolio Activity.** Advisor has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Advisor will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Advisor determines that changes to a client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by the Wealth Teams Alliance will be profitable or equal any specific performance level(s).

**Retirement Rollovers-Conflict of Interest.** A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Advisor provides a recommendation as to whether a client should engage in a rollover or not, Advisor is acting as an ERISA fiduciary by making such recommendation. Furthermore, if Advisor recommends that a client roll over their retirement plan assets into an account to be managed by Advisor, such a recommendation creates a conflict of interest if Advisor will earn new (or increase its current) compensation as a result of the rollover. If Wealth Teams Alliance provides a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), Wealth Teams Alliance is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing

retirement accounts. No client is under any obligation to roll over retirement plan assets to an account managed by Wealth Teams Alliance , whether it is from an employer's plan or an existing IRA.

**Use of Mutual Funds and Exchange Traded Funds:** While the Advisor may recommend allocating investment assets to mutual funds or exchange traded funds ("ETFs") that are not available directly to the public, the Advisor may also recommend that clients allocate investment assets to publicly-available mutual funds and ETFs that the client could obtain without engaging Advisor as an investment adviser. However, if a client or prospective client determines to allocate investment assets to publicly-available mutual funds or ETFs without engaging Advisor as an investment adviser, the client or prospective client would not receive the benefit of Advisor's initial and ongoing investment advisory services.

**Cash Sweep Accounts.** Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian's sweep account. The yield on the sweep account is generally lower than those available in money market accounts. To help mitigate this issue, Wealth Teams Alliance shall generally purchase a higher yielding money market fund available on the custodian's platform with cash proceeds or deposits, unless Wealth Teams Alliance reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market fund, the size of the cash balance, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account. Please Note: The above does not apply to the cash component maintained within the Wealth Teams Alliance's actively managed investment strategy (the cash balances for which shall generally remain in the custodian designated cash sweep account), an indication from the client of a need for access to such cash, assets allocated to an unaffiliated investment manager, and cash balances maintained for fee billing purposes. Please Also Note: The client shall remain exclusively responsible for yield dispersion/cash balance decisions and corresponding transactions for cash balances maintained in any of the Wealth Teams Alliance's unmanaged accounts. Wealth Teams Alliance Wealth Teams Alliance

**Cybersecurity Risk.** The information technology systems and networks that Wealth Teams Alliance and its third-party service providers use to provide services to Wealth Teams Alliance's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Wealth Teams Alliance's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Wealth Teams Alliance are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Wealth Teams Alliance has established its procedures to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that Wealth Teams Alliance does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

**Sub-Advisory Engagements.** Wealth Teams Alliance also serves as a sub-adviser to unaffiliated registered investment advisers per the terms and conditions of a written Sub-Advisory Agreement. The unaffiliated investment advisers that engage Wealth Teams Alliance's sub-advisory services shall maintain both the initial and ongoing day-to-day relationship with the underlying client, including initial and ongoing determination of client suitability for Wealth Teams Alliance's designated investment strategies. If the custodian/broker-dealer is determined by the unaffiliated investment adviser, Wealth Teams Alliance will be unable to negotiate commissions and/or transaction costs, and/or seek better execution. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case through alternative clearing arrangements recommended by Wealth Teams Alliance. Higher transaction costs adversely impact account performance.

**Custodian Charges-Additional Fees.** As discussed below at Items 5 and 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Advisor generally recommends that Charles Schwab and Co., Inc. ("Schwab") or Axos Clearing, LLC ("Axos") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab and TD Ameritrade charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian (while certain custodians do not currently charge fees on individual equity transactions [including ETFs], others do). These fees/charges are in addition to Advisor's investment advisory fee at Item 5 below. Advisor does not receive any portion of these fees/charges.

Exception: To the extent that the Advisor executes transactions in conjunction with a wrap program and use of asset based pricing, transaction fees shall generally be included in the wrap advisory fee paid to the wrap program sponsor

**Trust-Deed Investments/Ignite Funding.** Wealth Teams Alliance provides advice and guidance with respect to Trust Deed real estate investments backed by collateral land investments. The investing client becomes a lender to real estate investment projects. The real estate investment lending opportunities are made available by Ignite Funding. Ignite Funding is a non-depository credit union and licensed mortgage broker. Ignite Funding makes available collateralized turn-key real estate investments for its clients. To facilitate investment, Ignite Funding uses a strict underwriting process for real estate loan opportunities presented to clients, including property location, market conditions, various valuation methodologies, Borrower track record and financial condition, and exit strategy. Trust Deeds carry certain risks. Trust deed investments are not insured by the FDIC or any other government agency. Moreover, investors have no guarantee that the investment will yield a positive return. Trust Deeds may also experience a market loss upon resale and general housing market risks. Credit Risks may also be presented where the borrower may be unable to make all payments. Wealth Teams Alliance is compensated in relation to the advice that it provides regarding the Trust Deed purchase and lending opportunity. Item 7 – Client Information Provided to Portfolio Managers

Clients participating in the Wrap Fee Program generally grant Wealth Teams Alliance the authority to discuss certain non-public information with the Independent Managers engaged to manage their accounts. Depending upon the specific arrangement, Wealth Teams Alliance is authorized to disclose various personal information including, without limitation: names, phone numbers, addresses, social security numbers, driver's license, tax identification

numbers and account numbers. Wealth Teams Alliance may also share certain information related to its Clients' financial positions and investment objectives in an effort to ensure that the Independent Managers' investment decisions remain aligned with its Clients' best interests. This information is communicated on an initial and ongoing basis, or as otherwise necessary to the management of its Clients' portfolios.

## Item 8 – Client Contact with Portfolio Managers

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There are no restrictions on Clients' ability to correspond with Wealth Teams Alliance. Clients can generally contact the Independent Managers managing their portfolios through Wealth Teams Alliance by providing Wealth Teams Alliance with written request and identification of the questions or issues to be discussed with the Independent Managers. After receiving the Client's written request, Wealth Teams Alliance, at its sole discretion, may contact the Independent Managers for the Client or arrange for the Independent Managers and the Client to communicate directly.

## Item 9 – Additional Information

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### **Disclosable Events**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Wealth Teams Alliance or the integrity of our management. We have no information applicable to this Item.

### **Other Financial Industry Activities and Affiliations**

No Wealth Teams Alliance employee is registered, or have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

Wealth Teams Alliance only receives compensation directly from clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

Registered Representatives of World Equity Group. Certain of Wealth Teams Alliance's representatives are registered representatives of World Equity Group. World Equity Group is a broker-dealer that is independently owned and operated and is not affiliated with Wealth Teams Alliance. Please refer to Item 12 for a discussion of the benefits Leelyn Smith may receive from LPL and the conflicts of interest associated with receipt of such benefits.

Licensed Insurance Agency/Agents. Wealth Teams Alliance is affiliated with two insurance agencies, as indicated above at Item 4. Furthermore, certain of the Registrant's representatives, in their individual capacities, are licensed insurance agents. The Wealth Teams Alliance and/or its representatives may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4.B above, clients can engage certain of Registrant's representatives to purchase insurance products on a commission basis.

**Conflict of Interest:** The recommendation by Wealth Teams Alliance's representatives that a client purchase a securities or insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Wealth Teams Alliance's representatives. Clients are reminded that they may purchase securities or insurance products recommended by Wealth Teams Alliance through other, non-affiliated insurance agents or broker-dealers.

#### **Recommendations or Selections of Other Investment Advisers**

Wealth Teams Alliance only receives compensation directly from clients. We do not receive compensation from any outside source. We do not have any material conflicts of interest with any outside party requiring disclosure in this section. Wealth Teams does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

For more information on Wealth Teams Alliance's Other Financial Industry Activities and Affiliations, please review Item 10 of Wealth Teams Alliance's Form ADV Part 2A.

### **Code of Ethics**

We have 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 on rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All members of the firm must acknowledge the terms of the Code of Ethics annually, or as amended. For more information regarding our Code of Ethics, please review Item 11 of Wealth Teams Alliance's Form ADV Part 2A.

### **Personal Trading**

It is our policy that the firm will not affect any principal or agency cross securities transactions for client accounts. We will also not cross trades between client accounts. For more information regarding our personal trading practices, please review Item 11 of Wealth Teams Alliance's Form ADV Part 2A.

### **Account Review**

Client accounts with the Investment Management Service will be reviewed regularly on a quarterly basis by Guy Baker, Managing Member. The account is reviewed with regards to the client's investment policies and risk tolerance levels. Events that may trigger a special review would be unusual performance, addition or deletions of client imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per client's needs. For more information regarding Account Review, please review Item 13 of Wealth Teams Alliance's Form ADV Part 2A.

## **Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients, and we have not been the subject of a bankruptcy proceeding.

**Please see Wealth Teams Alliance's Form ADV Part 2A for more information in the following areas: Item 10 - Other Financial Industry Activities and Affiliations, Item 11 - Code of Ethics, Item 13 - Review of Accounts, Item 14 - Client Referrals and Other Compensation, and Item 18 - Financial Information.**