



ALLIANCE

WEALTH ADVISORS

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**Wrap Fee Program Brochure
June, 2017**

This wrap fee program brochure provides information about the qualifications and business practices of Alliance Wealth Advisors. If you have any questions about the contents of this brochure, please contact us at 570-961-1516.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information Alliance Wealth Advisors is available on the SEC's website at www.adviserinfo.sec.gov

Item 2 Material Changes

Not Applicable.

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Item 4 Services, Fees and Compensation

The Alliance Wealth Advisors Wealth Management Program (the “Wealth Management Program”) is a “wrap fee” investment advisory program. This Wrap Fee Brochure describes the business of Alliance Wealth Advisors, LLC (“Alliance”) as it relates to clients receiving services through the Wrap Fee Program. Certain sections also describe the activities of the Firm’s Supervised Persons, which refer to any officers, partners, directors (or other persons occupying a similar status or performing similar functions), employees, or other persons who provide investment advice on behalf of Alliance.

The Alliance Wrap Fee Program combines discretionary asset management and transaction expenses into a single fee. Alliance currently maintains multiple model portfolios that are used as the basis for implementing a client’s investment plan in the Wealth Management Program. The models range from conservative, moderately conservative, moderate, moderately aggressive and aggressive strategies. Each portfolio has varying degrees of asset categories and is reviewed with the client prior to implementation and periodically thereafter.

Alliance will periodically rebalance investments in the Alliance Wrap Fee Program as necessary by buying and selling portfolio securities if the client’s asset allocation deviates from the desired model. Alliance will also periodically revise the model portfolios and make corresponding adjustments to client portfolios.

What is a “wrap fee” Program?

A wrap fee program allows our clients to pay a specified fee for investment advisory services and the execution of transactions. The advisory services includes portfolio management and the fee is not based directly upon transactions in your account. Your fee is bundled with our costs for executing transactions in your account(s). This results in a higher advisory fee to you. We do not charge our clients higher advisory fees based on their trading activity, but you should be aware that we may have an incentive to limit our trading activities in your account(s) because we are charged for executed trades. By participating in a wrap fee program, you may end up paying more or less than you would through a non-wrap fee program where a lower advisory fee is charged, but trade execution costs are passed directly through to you by the executing broker.

Investment Strategy

Alliance’s investment strategy for the Wrap Fee Program is set forth in Item 6 Portfolio Manager Selection and Evaluation.

Asset-based Tiered Household Fee

The fee for the Alliance Wrap Fee Program is also based on the level of assets under management calculated on a monthly basis, according to the following schedule:

Alliance Wrap Fee Schedule (based on assets under management per client household)	
\$0 - \$249,999	2.50%
\$250K - \$749,999K	2.00%
\$750K - \$1,749,999	1.75%
\$1,750 +	1.50%

The fee is payable monthly in arrears and will be debited directly from the client's account(s) unless the client has made other payment arrangements with Alliance. The fee will be calculated based upon the client's account as of close of trading on the last business day of each month for the prior calendar month and will be debited from the client's account on the first business day of the following month. If a month ends on a Saturday, Sunday or market holiday, the month-end will be the last market business day of the month. If the client has multiple accounts in their household, the asset-based fee will be based on the market value of assets in the client's household.

An initial fee will be charged for new accounts that are not open a full month. The initial billing period begins when the client signs the Alliance fee agreement and Alliance accepts the fee agreement. The initial billing period is adjusted for the number of days remaining in the initial month and will run from the date the fee agreement is accepted through the last business day of the initial month.

Fees will be first debited from any free credit cash balance or money market in the client's account and if there is not enough available, Alliance has the discretion to sell securities in order to make cash available for the fee.

To calculate the tiered household fee, Alliance will use the market value of all assets under management for the client's household and multiply that amount by the fee % applicable to that tier. The result is then multiplied by an amount equal to the number of calendar days in the applicable month divided by the number of calendar days in the year (365 or 366). Arrangements can be made to deduct one account's fee portion from another account (i.e. pay the fee for a retirement account from a non-retirement account).

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If Alliance or the client terminates the fee arrangement, a pro-rated refund from the date of termination through the end of the applicable billing period will be credited to the client's account.

Fee Discretion

Alliance may, in its sole discretion, negotiate to charge a lesser fee based upon certain factors, such as the length of relationship or the fact it is pre-existing, pro bono activities, or anticipated future additional assets.

Alliance may also charge a fixed rate dollar amount as a fee for certain consulting and project work done for the client. The scope of work and fee will be agreed upon before work commences, with half the fee being paid in advance and the remaining remitted upon project delivery.

The minimum fixed rate fee is: \$500

The maximum fixed rate fee is: \$10,000

Other Types of Fees and Expenses

Clients do not pay brokerage commissions or other fees to their Custodian in connection with the Alliance Wrap Fee Program (as described in the Wealth Management Program Disclosure Brochure). However, clients may incur 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 and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, step-out fees, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. These fees are not included within the wrap-fee

you are charged by our firm. Brokerage arrangements are further described in Item 12 Brokerage Practices, of the Firm's General Disclosure Brochure.

Other Compensation

As described in Item 12 Brokerage Practices of the Firm's General Disclosure Brochure, RJFS provides Alliance products and services that benefit us but may not directly benefit the client or its account. RJFS may discount or waive its fees for some services or pay all or a part of a third party's fees. RJFS also provides us with other benefits such as occasional business entertainment of our personnel and forgivable and non-forgivable loans to assist our business operations.

Account Additions and Withdrawals

Clients may make additions to and withdrawals from their account at any time, subject to Alliance's right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets on notice to Alliance, subject to the usual and customary securities settlement procedures. However, Alliance designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. Alliance may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

Item 5 Account Requirements and Types of Clients

Alliance Wealth Advisors provides services primarily to individuals, IRAs, institutions, businesses, trusts and pension plans with a minimum of \$50,000 per household to open an investment account.

Item 6 Portfolio Manager Selection and Evaluation

Alliance Wrap Fee Program

Alliance acts as the sponsor and sole portfolio manager of the Wealth Management Program. Clients' investment portfolios are managed directly by Alliance on a discretionary basis and nondiscretionary basis. As Alliance is the sole portfolio manager a conflict of interest exists because Alliance receives the entire management fee and is therefore has an incentive to manage the client's entire portfolio rather than utilize the services of one or more sub-advisors. Alliance, however, believes it can provide overall portfolio management services at a lower price than if it were to utilize the services of one or more sub-advisors.

Investment Strategy

Alliance has a straightforward and holistic investment philosophy.

As we listen to our clients, we learn about their objectives, perspective on risk and liquidity needs. We then develop a plan to support their goals through professional investment management and strategic planning. We narrow down a selection of investments and an allocation tailored to their financial objectives using research and analysis. We will then present our recommendations and outline the steps needed to implement their plan. Once you have approved the plan, we put it into action by choosing investment vehicle types and serviced uniquely suited to their needs, goals and risk tolerance. We craft your portfolio carefully, making the most of the choices available to serve their precise situation. After

establishing the plan, we continue to monitor its progress toward their objectives, update if necessary and provide ongoing support.

Alliance may use one or more the following analytical criteria to select the funds and securities in its recommended portfolios:

- i. Fundamental Analysis - involves analyzing individual companies and their industry groups by reviewing financial statements, management and industry outlook.
- ii. Past risk-adjusted performance and expense ratios relative to other investments within the same asset class having similar investment objectives.
- iii. Consistency of performance and rankings over time.
- iv. The historical volatility and downside risk of each proposed investment.
- v. Consistency of investment style and tenure of the portfolio manager.
- vi. How each investment complements the others in the portfolio.
- vii. Economic conditions and comparisons to other investment opportunities.

Each quarter Alliance reevaluates portfolios and rebalances them as necessary. We use our proprietary research along with Morningstar and Raymond James for equity, fund research and asset allocation research. For portfolio risk assessment, the company utilizes Money Guide Pro, a software service that provides risk management analytics for investing. Based on the risk metrics of each portfolio, the software projects the potential investment outcomes on the upside and downside for investment portfolios. Clients have access to this information via the company's client web portal. Projections on potential investment outcomes are no guarantees of outcomes and may be only used a reference in the investment decision making process.

Risk of Loss

Past performance is not indicative of future results. Therefore, current and prospective clients should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, bonds, and pooled investment vehicles) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal.

We do not represent to any client, either directly or indirectly, any level of performance or any representation that our professional services will not result in a loss to the Client's invested assets. We do our very best as an investment adviser to manage risk exposures and to prevent losses; however, losses cannot be prevented in all cases. Below are certain additional risks associated when investing in securities through our investment management program.

- Market Risk – Any market, whether stocks, bonds, or other asset classes goes up and down as a result of overall market conditions. When markets go down, this can result in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

- Fixed Income Risk – When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- ETF and Mutual Fund Risk – When our firm invests in an ETF or mutual fund, it will bear additional expenses based on its pro rata share of the ETFs or mutual fund’s operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities held by the ETF or mutual fund, including equities, fixed income, commodities, and derivatives on such securities. In addition, EFTs and closed-end mutual funds may trade at a premium or discount to the net asset value of their underlying portfolio securities. As a result, there is a risk that an investment in an ETF or a closed end mutual fund may result in the client paying more for, or selling for less, the portfolio securities, than a direct investment in the underlying securities. This risk, however, is offset by the additional costs of investing directly in the underlying securities.
- Liquidity Risk – High volatility and/or the lack of deep and active liquid markets for a security may prevent a Client from selling their securities at all, or at an advantageous time or price because Alliance and the Client’s broker may have difficulty finding a buyer and may be forced to sell at a significant discount to market value. Some securities (including ETFs) that hold or trade financial instruments may be adversely affected by liquidity issues as they manage their portfolios.
- Concentration Risk – Portfolios managed by Alliance may from time to time be concentrated in a single security, geographic region, or asset class. The value of Client accounts will vary considerably in response to changes in the market value of that individual security, region or asset class. This may result in higher volatility.
- Foreign Investing and Emerging Markets Risk – Foreign investing involves risks not typically associated with U.S. investments, and the risks may be exacerbated further in emerging market countries. These risks may include, among others, adverse fluctuations in foreign currency values, as well as adverse political, social and economic developments affecting one or more foreign countries. In addition, foreign investing may involve less publicly available information and more volatile or less liquid securities markets, particularly in markets that trade a small number of securities, have unstable governments, or involve limited industry. Investments in foreign countries could be affected by factors not present in the U.S., such as restrictions on receiving the investment proceeds from a foreign country, foreign tax laws or tax withholding requirements, unique trade clearance or settlement procedures, and potential difficulties in enforcing contractual obligations or other legal rules that jeopardize shareholder protection. Foreign accounting may be less transparent than U.S. accounting practices and foreign regulation may be inadequate or irregular.
- Inflation, Currency, and Interest Rate Risks – Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor’s future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline. In addition, the relative value of the U.S. dollar-denominated assets primarily managed by Alliance may be affected by the risk that currency devaluations affect Client purchasing power.

- **Legislative and Tax Risk** – Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to: changes in investment advisor or securities trading regulation; change in the U.S. government’s guarantee of ultimate payment of principal and interest on certain government securities; and changes in the tax code that could affect interest income, income characterization and/or tax reporting obligations (particularly for ETF securities dealing in natural resources). In certain circumstances a Client may incur taxable income on their investments without a cash distribution to pay the tax due.
- **Counterparty Risk** – Counterparty risk is the risk to Alliance that the counterparty to a services contract will not fulfill its contractual obligations. Should the counterparty fail to fulfill its obligations to Alliance, clients could potentially incur significant losses and may have access to their accounts and investments limited or restricted.
- **Advisory Risk** – There is no guarantee that Alliance ’s judgment or investment decisions about particular securities or asset classes will necessarily produce the intended results. Alliance ’s judgment may prove to be incorrect, and a Client might not achieve her investment objectives. In addition, it is possible that we fail to manage our business such that Alliance remains a going concern which would be disruptive to our Clients as they would need to find a new investment advisor.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in any or all of the strategies managed by Alliance. Prospective Clients should read this entire Form ADV and all accompanying materials provided by Alliance before deciding whether to invest with us. In addition, as our investment philosophy develops and changes over time, an investment with Alliance may be subject to additional and different risk factors. Alliance will promptly amend this Brochure if and when any information regarding its investment risks becomes materially inaccurate.

Methods of Analysis

Alliance generally utilizes a combination of fundamental and technical methods of analysis. Fundamental analysis involves an evaluation of an issuer’s fundamental financial condition and competitive position. Alliance generally analyzes the financial condition, capabilities of management, earnings capacity, new products and services, as well as the company’s markets and position amongst its industry competitors in order to determine the recommendations made to clients. A substantial risk in relying upon fundamental analysis is that while the overall health and position of a company may be good, market conditions may negatively impact the security.

Technical analysis involves the examination of past market data rather than specific company information in determining the recommendations made to clients. Technical analysis may involve the use of mathematical based indicators and charts, such as moving averages and price correlations, to identify market patterns and trends which may be based on investor sentiment rather than the fundamentals of the company. A substantial risk in relying upon technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Alliance will be able to accurately predict such a reoccurrence.

Performance-Based Fees and Side-By-Side Management

Alliance does not provide any services for a performance-based fee (i.e., a fee based on a share of capital gains or capital appreciation of a client's assets).

Voting of Client Securities

Alliance does not accept the authority to vote clients' securities (i.e., proxies) on their behalves. Clients receive proxies directly from their custodian and may contact the Alliance with any questions by calling the number on the cover of this Wrap Fee Brochure.

Item 7 Client Information Provided to Portfolio Managers

We are required to describe the information about you that we communicate to your portfolio manager(s), and how often or under what circumstances we provide updated information.

Alliance, as the portfolio manager, for the Wealth Management Program, encourages clients to promptly notify the firm if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Alliance communicates with clients on a regular basis as needed to ensure your most current investment goals and objectives are understood and reflected in your portfolio. In most cases, we will communicate such information as part of our regular investment management meetings, which are scheduled quarterly for clients in the Alliance Wealth Management Program.

Item 8 Client Contact with Portfolio Managers

Clients are always free to directly contact Alliance , their portfolio manager, with any questions or concerns they have about their portfolios or other matters.

Item 9 Additional Information

Disciplinary Information

Alliance is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management. Alliance does not have any required disclosures for this Item.

Other Financial Industry Activities and Affiliations

Clients can engage certain persons associated with Alliance (but not the Firm directly) to render securities brokerage services under a separate commission-based arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with Alliance.

Under this arrangement, the Firm's Supervised Persons, in their individual capacities as registered representatives of Financial Services International Corp. ("FSIC"), may provide securities brokerage services and implement securities transactions under a separate commission based arrangement. Supervised Persons may be entitled to a portion of the brokerage commissions paid to FSIC, as well as a share of any ongoing distribution or service (trail) fees from the sale of variable annuities and mutual funds. Alliance may also recommend no-load or load-waived funds, where no sales charges are assessed. Prior to effecting any transactions, clients are required to enter into a separate account agreement with FSIC.

The Firms Supervised Persons may receive commissions for transactions that are executed through their FSIC registered representative relationship, but held with the issuer of a variable annuity. In such circumstance, the assets purchased or sold with a commission relationship will be in accounts separate,

or otherwise tracked separately, from those assets over which the Firm provides management services and charges management fees.

A conflict of interest exists to the extent that Alliance recommends the purchase or sale of securities where its Supervised Persons receive commissions or other additional compensation as a result of the Firm's recommendation. The Firm has procedures in place to ensure that any recommendations made by such Supervised Persons are in the best interest of clients. For certain accounts covered by the Employee Retirement Income Security Act of 1974 ("ERISA") and such others that Alliance, in its sole discretion, deems appropriate, Alliance may provide its investment advisory services on a fee-offset basis. In this scenario, Alliance may offset its fees by an amount equal to the aggregate commissions and 12b-1 fees earned by the Firm's Supervised Persons in their individual capacities as registered representatives of FSIC.

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

Alliance and persons associated with Alliance ("Associated Persons") are permitted to buy or sell securities that it also recommends to clients consistent with Alliance's policies and procedures.

Alliance has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("Code of Ethics"). Alliance's Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by Alliance or any of its associated persons. The Code of Ethics also requires that certain Alliance personnel (called "Access Persons") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

When Alliance is engaging in or considering a transaction in any security on behalf of a client, no Access Person may affect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the Access Person) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Access Person is completed as part of a batch trade with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

This Code of Ethics has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by Access Persons to be completed without any appreciable impact on the markets of such securities. Therefore, under certain limited circumstances, exceptions may be made to the policies stated above.

Clients and prospective clients may contact Alliance to request a copy of its Code of Ethics.

Account Reviews

Accounts are formally reviewed with each client quarterly, semi-annually or annually as may be agreed upon with the client. A special review of a Client's account may be triggered by changes in tax law, economic climate, or market conditions. A review may be initiated by a Client inquiry due to personal changes in his/her financial affairs.

Reports to clients are individualized, therefore the nature and frequency are determined by client need and the services offered. Clients will also receive monthly, quarterly, and/or annual statements from investment companies, product sponsors, broker-dealers, and custodians, as applicable. Financial planning clients receive no reports other than the financial plan and any other mutually agreed upon reports.

Account Statements and General Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from RJFS or the custodian for their accounts.

Client Referrals and Other Compensation

Alliance is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. In addition, Alliance is required to disclose any direct or indirect compensation that it provides for client referrals. Alliance does not have any required disclosures to this Item.

Alliance generally recommends that clients utilize the custody, brokerage and clearing services of Raymond James Financial Services ("RJFS"). The factors which Alliance considers includes the respective financial strength, reputation, execution, pricing, research and overall service provided by RJFS.

Alliance receives an economic benefit from RJFS in the form of forgivable and non-forgivable loans and support products and services. These loans, products and services, how they benefit us, and the related conflicts of interest are described in the Part 2 of the Firm's ADV Brochure under Item 12 Brokerage Practices. The availability to us of RJFS's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

Financial Information

Alliance is not required to disclose any financial information pursuant to this Item due to the following:

- The firm does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance;
- The firm does not have a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients; and
- The firm has not been the subject of a bankruptcy petition at any time during the past ten years.