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This brochure ("Brochure," or "Disclosure Brochure") provides information about the qualifications and business practices of Integrity Alliance, LLC ("Integrity Alliance", the "Firm," "us", "our", or "we"). If you have any questions about the contents of this Brochure, please contact us at (877) 886-1939 or at compliance@integritywealthsolutions.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

Integrity Alliance is a registered investment adviser. While registration is required under law, registration of an investment adviser or broker-dealer does not imply any specific level of skill or training.

Additional information about Integrity Alliance is available on the SEC's website at www.adviserinfo.sec.gov and on FINRA's website at www.finra.org/brokercheck. You can view our information on this website by searching for our name Integrity Alliance, LLC or our CRD # 139627.

Item 2 – Material Changes

This item 2 of our Form ADV Part 2A Firm Brochure (hereinafter our “Brochure” or “Disclosure Brochure”) will provide a summary of material changes made to the Brochure from time to time. As required, should we make material changes to this Disclosure Brochure we will, within 120 days of the end of our fiscal year, provide you with either: (i) a copy of the amended Disclosure Brochure accompanied by a summary of material changes; or (ii) a summary of the material changes and an offer to provide a copy of the complete, current Disclosure Brochure upon your request. Certain material changes will be communicated sooner, as required.

We urge you to carefully review summaries of material changes, if any, as they will contain important information, which can impact the advisory relationship between you and Integrity Alliance. These can include significant changes to our firm, advisory services, fee structure, business practices, conflicts of interest, and/or disciplinary history, among others.

Material Changes Since Last Update

The following material changes have been made to this Brochure since our last annual updating amendment. Please note, only material amendments made since our last annual amendment filing are summarized below.

- Item 4 has been amended to add disclosure regarding the Integrity Alliance Select Program, Paramount Program and AssetMark Program. Item 4 has also been amended to add disclosure regarding Integrity Alliance’s activities as an ERISA Section 3(38) investment manager.
- Items 5 and 7 have been amended to add disclosure regarding the Integrity Alliance Select Program and Paramount Program.
- Item 9 has been amended to add disclosure regarding a disciplinary event involving Lion Street Financial, LLC, an SEC-registered broker-dealer which has since merged with Integrity Alliance.
- Item 10 has been amended to add disclosure regarding Integrity Alliance’s business relationship with affiliated Outside Insurance Desks, certain IARs (as defined below) of Integrity Alliance acting as IARs of other unaffiliated registered investment adviser firms and back office support services Integrity Alliance provides to non-affiliated registered investment advisers.
- Item 12 has been amended to add disclosure regarding the Integrity Alliance Select Program and Paramount Program.
- Item 14 has been amended to add disclosure regarding the AssetMark Program, Paramount Program and Select Program, other compensation Integrity Alliance receives from product sponsors, transition assistance that certain IARs may receive who join Integrity Alliance and payments or sponsorships Integrity Alliance is eligible to receive from non-clients to support Integrity Alliance sponsored conferences and events.
- Item 16 has been amended to add disclosure regarding the Integrity Alliance Select Program.
- Item 17 has been amended to add disclosure regarding a third-party investment manager’s ability to vote proxies on behalf of clients.

Full Brochure Available

At any time, you can view the current Brochure online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD No. 139627. To request a complete copy of our Brochure, contact us by telephone at (877) 886-1939 or by email at compliance@integritywealthsolutions.com.

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Item 4 – Advisory Business

Introduction

Integrity Alliance is an SEC registered investment adviser and broker-dealer with its principal office located in Urbandale, Iowa. Integrity Alliance started operations in 2006 and is an indirect, wholly owned subsidiary of Integrity, LLC (“Integrity”). Prior to October 18, 2024, the Firm was named Brokers International Financial Services, LLC.

Our business model is based on a network of investment adviser representatives with offices located throughout the United States. Our investment adviser representatives (“Advisors” or “IARs”) are independent contractors and not employees of Integrity Alliance.

Some of our Advisors are also broker-dealer registered representatives of Integrity Alliance and are, therefore, licensed to sell securities products for which they will receive a commission or other compensation. To determine whether an advisory program or a brokerage account is appropriate for you, you should consider your account size, how often the account is traded, the types and quantities of securities purchased or sold, commission rates, and your tax situation. For example, an advisory account is often more cost effective than a commission-based brokerage account when trading activity is higher; however, the same advisory account is often more expensive than a commission-based brokerage account when trading activity is lower. You should have a conversation with your Advisor and read this Disclosure Brochure carefully when deciding if the advisory services available through us are right for your investment needs.

We have Advisors who operate under their own legal business entities, often using a “doing business as” (“DBA”) name. These business names and logos often appear on marketing materials we approve or on client account statements as approved by the account custodian. However, these businesses are solely owned by the individual Advisor – they are not affiliated with Integrity Alliance or the account custodian.

Advisors are compensated for advisory services in various ways, such as receiving direct payments from us through their business entities, depending on the payment structure they have established with us. Although these legal business entities may offer services beyond services offered by Integrity Alliance, all investment advisory services described in this Brochure are provided exclusively through Integrity Alliance.

Certain of our Advisors engage in business activities outside of our Firm that pose conflicts of interest when making recommendations to clients. Outside business activities are reviewed and disclosed by the Firm for each Advisor and can be found by visiting [Investor.gov/CRS](https://www.investor.gov/crs) or by reviewing your Advisor’s Form ADV, Part 2B, Brochure Supplement. This Brochure Supplement provides information regarding your Advisor’s background, education and outside business activities, among other important information. If you did not receive a copy of your Advisor’s Brochure Supplement, please contact Integrity Alliance at 877-886-1939 or at compliance@integritywealthsolutions.com. An overview of certain outside business activities engaged in by our Advisors is also provided in this Brochure at *Item 10 – Other Financial Activities and Affiliations*.

Not all Advisors registered with our Firm are registered in a dual capacity to offer both broker-dealer and investment adviser services, thus the services they offer are limited to their registration. We encourage you to research the financial professional, professionals’ licenses, and firm affiliations at [Investor.gov/CRS](https://www.investor.gov/crs).

Client Onboarding:

Through personal discussions with each client, questionnaires and/or requests for documentation, your Advisor will gather and analyze information regarding your current investments, goals and objectives, financial circumstances, investment experience, limitations, and risk tolerance, among other information. As appropriate, based on this analysis, your Advisor will recommend an investment program set forth below suited to your needs and objectives.

Participation in Wrap Fee Programs:

Integrity Alliance offers services through both wrap-fee programs and non-wrap fee programs.

- A wrap fee program is an advisory program where clients pay a single, bundled fee that is not directly based on the number of transactions in their account. This fee covers investment advisory services – such as portfolio management or advice on selecting other investment advisers – along

with the execution of transactions. In a wrap fee program, clients typically do not pay separate trade execution costs for each transaction. Instead, a portion of the wrap fee is generally allocated to cover those trade execution costs.

- In a non-wrap fee program, the advisory fee does not include trade execution costs or other service charges and these costs are incurred separately by the client.

When recommending an appropriate investment program for a client's needs, including whether to recommend a wrap or non-wrap fee program, your Advisor will generally consider, among other circumstances, the account size and advisory fees to be charged, the anticipated trading volume, the types and quantities of securities to be purchased or sold, and trade execution costs to be charged for transactions (should a non-wrap account be selected). In general, a wrap fee account is more cost effective for the client when trading activity is anticipated to be high, though a wrap fee account can be more expensive than a non-wrap fee account when trading activity is low.

Model Portfolios:

Certain investment programs offered through the Firm's Asset Management Services are managed in accordance with model portfolios. When utilizing models, investment selections are based on the underlying model and customized (or individualized) portfolio holdings are not developed. The determination to use a model or models is always based on each client's individual investment goals, objectives, and mandates.

When recommending one of these programs, your Advisor will assist you in selecting a model portfolio.

In order to reasonably ensure that an initial portfolio selection continues to be appropriate, and that the client's account is continually managed in a manner fitting their financial circumstances, the Advisor will contact the client at least annually, or as requested by the client, to review the client's account. Integrity Alliance encourages clients to notify their Advisor promptly if they experience any material change in their financial circumstances or investment goals.

Tailored Advisory Services and Client-Imposed Restrictions:

Our services are always provided based on the individual needs of each client. This means, for example, that you are given the ability to impose reasonable restrictions on the accounts we manage for you, including specific investment selections and sectors. (Based on their nature, however, clients cannot set restrictions on the management of the subaccounts for variable annuities or the management of plan participant accounts). Clients will retain individual ownership of all securities held in their accounts.

Transferring Assets:

When transferring your account to be invested, generally, existing positions in the account will typically be liquidated, and the cash transferred to a qualified independent custodian. The liquidation of your account likely will have tax consequences, which you should discuss with your tax adviser. However, if there are certain securities you own that you do not want to liquidate, you must notify your Advisor in writing and they will be transferred in-kind for custody, but we will not advise on those positions. Any transaction costs incurred in the liquidation of transferred assets are the responsibility of the client.

Primary Advisory Services

Asset Management Services

Asset Management Services is when we or your Advisor provide continuous and regular supervisory or management services of your account(s) through one of our advisory programs. Our advisory programs include our wrap programs (Wealth Solutions, Wealth Solutions SMA, Aspire, Retirement Ally and Paramount Programs) and non-wrap programs (Edge Program and Select Program).

Integrity Alliance Wrap Programs:

Integrity Alliance offers asset management services through several wrap fee programs sponsored by the Firm including the Integrity Alliance Aspire Program ("Aspire Program"), which features Advisor-managed accounts, the Retirement Ally Program, which provides access to model portfolios directly managed by Integrity Alliance, the Wealth Solutions Program, for which Integrity Alliance provides ongoing supervisory services as discretionary investment manager, the Wealth Solutions SMA Program, which provides access to the investment strategies and specialties of independent investment managers and the Paramount

Program, for which Integrity Alliance provides ongoing supervisory services as discretionary investment manager and access to the investment strategies and specialties of independent investment managers. Existing clients in the Paramount Program may continue to hold and add assets to their accounts; however, the Paramount Program is closed to new account enrollments.

Through the Aspire Program, your Advisor directly manages your account on an ongoing basis by selecting the securities and determining the asset allocation. Through the Paramount Program, your Advisor directly manages your account and/or selects in consultation with you any third-party money managers to provide investment advice to your account. In the Retirement Ally Program, accounts are managed by Integrity Alliance using model asset allocation portfolios, with Integrity Alliance providing ongoing supervisory services. Under the Wealth Solutions Program, accounts are managed by BNY Mellon Advisors, Inc., an affiliate of Pershing, LLC (“Pershing”), using model asset allocation portfolios. For the Wealth Solutions SMA Program, client accounts are managed directly by third-party managers (“Portfolio Managers”) selected by clients from a list of approved managers available through the program. If the Retirement Ally Program or Wealth Solutions Program is recommended, your Advisor will help you select an appropriate portfolio from the available options and provide Integrity Alliance with information about your financial circumstances and any reasonable restrictions you wish to impose on the management of your account. If Wealth Solutions SMA Program is recommended, your Advisor will assist in selecting a Portfolio Manager, and Integrity Alliance will provide your financial profile – including any reasonable restrictions – to the selected Portfolio Manager.

The Aspire, Wealth Solutions, Wealth Solutions SMA, Retirement Ally and Paramount Programs are separately detailed in Integrity Alliance’s Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure. As applicable, clients should carefully review this separate Brochure for important additional information regarding the Programs, including information regarding the wrap fee, any costs not included within the wrap fee, account requirements, representative availability, conflicts of interest, and other important information. If you did not receive a copy of Integrity Alliance’s Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure and Form CRS, please contact your investment adviser representative or Integrity Alliance by phone at (877)-886-1939 or by email at compliance@integritywealthsolutions.com.

Currently, various non-proprietary wrap fee programs made available to clients include but are not limited to, the following program sponsors:

- SEI Investment Management Corporation
- AssetMark

Each non-proprietary wrap fee program can involve different account minimum(s), custodial, administrative and fee arrangements. The Firm does not take custody of client assets including those assets that are designated to be managed by a third-party manager. The Firm does not directly place securities transactions on behalf of the client. Rather, investments are made by the selected non-proprietary wrap fee provider in accordance with the agreement between the client and manager. Existing clients in the non-proprietary wrap fee programs may continue to hold and add assets to their accounts; however, the various non-proprietary wrap fee programs are closed to new account enrollments.

More information regarding a client’s total annual fee and the portion received by Integrity Alliance, the program sponsor and any additional third parties is provided in our Form ADV, Part 2A, Appendix 1, Wrap Brochure and/or the Form ADV, Part 2A, Disclosure Brochure of the relevant sponsor of the wrap fee program and the applicable client agreement the client executes with respect to the program.

Integrity Alliance Edge Program (Edge Program) and Integrity Alliance Select Program (Select Program):

Through the Edge Program and the Select Program, Integrity Alliance’s Advisor will select the securities and the allocation among securities for a client’s account and directly manage the account on an ongoing basis. Based on the client’s investment objectives, overall financial condition, income and tax status, net worth, risk profile, and other factors, as applicable, the Advisor will either offer general model portfolios/strategies or develop a customized portfolio for the client. Investment strategies, models, and philosophies used within the Edge Program and the Select Program vary by the individual Advisor managing the account. For example, some Advisors limit their strategies/models/philosophies to mutual funds and/or exchange traded funds (“ETFs”), while others provide a broad range of securities including but not limited to: stocks, bonds, treasuries, ETFs, certificates of deposit, mutual fund shares, municipal

securities, and options contracts on securities. If appropriate, based on investment objectives and risk profile, the Advisor can recommend that a portion of the client's portfolio be allocated to alternative investments, such as hedge funds, private equity funds, private credit, non-traded REITs, and others. Because alternative investments are typically less liquid than publicly traded investments, and often involve different and/or increased risks, clients should carefully review the offering documents accompanying any recommended alternative investment and discuss any questions with their Advisor. Existing clients in the Select Program may continue to hold and add assets to their accounts; however, the Select Program is closed to new account enrollments.

Also, if appropriate, the Advisor can recommend one or more unaffiliated investment advisers, each a third-party sub-adviser ("TPSA"), to manage all or a portion of the client's account subject to the Advisor's supervision. The Firm's due diligence reviews consider several factors when determining whether to engage an investment adviser to provide sub-advisory services to clients. Please refer to *Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss* of this Brochure for additional information regarding the Firm's due diligence methodology.

As a result of these varied approaches, the portfolios of clients enrolled in the Edge Program and the Select Program with similar investment needs and profiles will not necessarily be similarly invested or experience the same performance.

Client accounts enrolled in the Edge Program and the Select Program are typically managed on a discretionary basis, which means the Advisor has the authority to buy or sell securities without obtaining client approval prior to each transaction.

With respect to TPSAs, Integrity Alliance has discretionary authority to hire and fire TPSAs on the client's behalf.

As applicable, a TPSA recommended to a client will typically retain discretionary authority to formulate, monitor, and revise the client's account or portion of the total client account allocated to the TPSA's management. However, this discretionary authority is limited to directly trading the securities held in the client's account or portion of the total client account allocated to the TPSA's management. The TPSA will be authorized to place trades through the client's selected custodian, or through other broker-dealers the TPSA reasonably determines will provide the client with best execution under applicable circumstances of the trade. If a TPSA executes a trade through a broker-dealer other than the client's selected custodian, the client will typically incur additional charges. Please refer to *Item 12 – Brokerage Practices* of this Brochure for additional information.

Clients can place reasonable restrictions on the types of investments that are purchased in their Edge Program and Select Program accounts. Clients can also place reasonable limitations on the discretionary power granted to the Advisor if the restrictions and limitations are specifically set forth in writing or included as an attachment to the appropriate client Investment Management Agreement. Please note that any restriction or limitation imposed could affect the performance of the account. Discretionary authority will remain effective until the client or Integrity Alliance terminates the relationship or the authority is revoked in writing by the client.

Clients must notify their Advisor of any changes to their financial situation, investment objectives, or if they would like to add or change a reasonable restriction or limitation on their account. Integrity Alliance recommends that clients review this information on a quarterly basis. Advisors are required to contact clients at least annually to review each client's account(s), financial situation, and investment objectives.

Schwab Managed Account Platform: When recommending a Third-party Sub-Adviser to manage a client's account or any portion of a client's account, as applicable, your Advisor can employ the Schwab Managed Account Platform "Marketplace," a platform offered by Schwab to registered investment advisers that provides information regarding a wide range of third-party investment advisers and strategies.

Clients can establish Edge Program and Select Program accounts through approved custodians as follows:

Edge Program accounts may be established with the following custodians:

- Pershing, LLC, a broker-dealer, member SIPC/FINRA ("Pershing");
- Charles Schwab & Co., Inc., a broker-dealer, member SIPC/FINRA ("Schwab"); or
- Other approved custodians, as applicable.

Select Program accounts were only made available through Pershing.

As applicable, clients should carefully review the Form ADV, Part 2A Brochure or Form ADV, Part 2A, or other disclosure document, and Form CRS of any recommended third-party sub-adviser for important additional information regarding the sub-adviser's services, fees, conflicts of interest and other important information. If you did not receive a copy of a recommended third-party sub-adviser's Form ADV, Part 2A Brochure or Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure, and Form CRS, please contact your Advisor or Integrity Alliance by phone at (877) 886-1939 or by email at compliance@integritywealthsolutions.com.

Third-party sub-advisers may not achieve the best rate of returns or charge the lowest fees in comparison to other investment advisers.

Third-Party Retirement Account Program

Integrity Alliance provides investment advisory services to qualified retirement plans and participants, including 401(k), 403(b), and other ERISA-covered accounts, through our Third-Party Retirement Account Program, which is offered as a non-wrap program. These services are provided using third-party technology platforms that allow us to securely access, analyze, and manage held-away retirement accounts on a non-custodial basis. We act as an investment adviser under Section 3(21) of ERISA to such qualified retirement plans and participants. Our firm provides fiduciary advice on a non-discretionary or discretionary basis, depending on your agreement with us.

- Where authorized, our Investment Adviser Representatives (IARs) may exercise limited discretionary authority to select and manage investments from the list of plan-designated investment options made available by an unrelated ERISA Section 3(38) investment manager. In such cases, an unrelated fiduciary retains sole authority over plan-level fund selection. Our role is limited to making participant-level investment decisions within that pre-approved lineup (when authorized), or to providing non-discretionary recommendations, depending on the scope of engagement.
- Where authorized, our IARs will assist in the recommendation of investments to plan sponsors or other fiduciaries, monitor the selected investments, provide participant education, and provide guidance throughout the fiduciary process. In such cases, we do not have authority to make and implement fiduciary decisions for the plan. The plan sponsor or fiduciary is responsible for the selection and monitoring of Integrity Alliance and implementation of any of our investment recommendations, and assumes responsibility and liability for any decisions made by the plan sponsor or fiduciary.
- Plan sponsors, trustees or other fiduciaries may also elect to appoint our IARs to exercise discretionary authority over plan-level fund selection, to select the lineup of investment options available under the plan. In such cases we act as a 3(38) investment manager and assume responsibility for selecting, reviewing and monitoring the overall investment menu available under the plan. Such advice does not include participant level discretionary advice.

Your advisory agreement will clearly define whether we are acting in a discretionary or non-discretionary capacity.

Third-party retirement account technology services allow us to access held-away accounts for monitoring and management. These services do not offer investment advice or act in a fiduciary capacity. You must provide authorization through the third-party retirement account provider's secure platform by entering your account credentials. Once authorized, we can view your account information and, if permitted, implement trades on your behalf, subject to the terms of our engagement.

All investment advice and decisions are made solely by us, not by the third-party retirement plan platform provider

Third-Party Investment Adviser Referral Program

Under this service, you have access to advisory services offered by third-party money managers. The third-party money managers are responsible for continuously monitoring your account and making trades when necessary. Third-party investment advisers are subject to review and approval by Integrity Alliance and are subject to change.

Your Advisor will assist you in identifying your risk tolerance and investment objectives and can recommend a third-party investment adviser based upon your individual needs. In order to participate in this service, you are required to enter into an agreement directly with the third-party investment adviser who will then directly provide you with asset management services.

Your Advisor is available to answer questions you have regarding your account and to act as the intermediary between you and the third-party investment adviser. Third-party investment advisers will obtain discretionary authority from you to determine the securities to be purchased and sold for your account.

Integrity Alliance does not have trading authority with respect to your managed account with the third-party investment adviser(s). The format and frequency of client reporting varies depending on the selected third-party investment adviser.

Third-party managed programs frequently have account minimum requirements that will vary from investment adviser to investment adviser. Account minimums are generally higher on fixed income accounts than equity-based accounts. A complete description of the third-party investment adviser's services, fee schedules and account minimums are disclosed in the third-party investment adviser's Form ADV, Part 2A, Disclosure Brochure, or Form ADV, Part 2A, Appendix 1, Wrap Brochure, or similar disclosure document, which is required to be provided to clients at the time an agreement for services is executed and the account is established. If you did not receive the Form ADV, Part 2A Disclosure Brochure or Appendix 1, Wrap Fee Program Brochure, as applicable, and Form CRS for any recommended third-party investment adviser, please contact Integrity Alliance at 877-886-1939 or at compliance@integritywealthsolutions.com.

While Integrity Alliance periodically reviews the performance of numerous third-party investment adviser firms, we will only approve a select number of third-party investment advisers available to our Advisors.

Integrity Alliance's third-party investment adviser recommendations are limited to third-party investment advisers that pay the Firm a referral fee. Please refer to Item 14 – Client Referrals and Other Compensation for important additional information regarding our referral arrangements with third-party investment advisers.

Envestnet Asset Management Program

Integrity Alliance offers access to the Envestnet Asset Management platform and related private wealth management programs, including, Separately Managed Accounts, Active Passive Portfolios, Unified Managed Accounts, PMC Multi Manager Accounts, AdvisoryOne and third-party fund strategists (collectively, the "Program"). Envestnet provides the platform, investment models, portfolio administration, custody relationships and operational services that allow us and our IARs to allocate client assets among investment options available on the platform. Envestnet may act as manager, model provider, platform sponsor or program administrator for certain Programs.

For more details about Envestnet's role and fees, clients may request Envestnet's Form ADV Part 2A and the Program Appendix that applies to a given wrap or non-wrap program. Existing clients in the AdvisoryOne Program may contribute additional assets to the AdvisoryOne Program but the AdvisoryOne Program is not currently offered to new clients.

How the program works and your role

When you participate in a Program, your IAR will work with you to collect financial and demographic information and to document your investment objectives, time horizon, risk tolerance and any investment restrictions you impose. Using Envestnet's platform tools, your IAR has discretion to select a strategy, model or outside manager for all or part of your account and may allocate assets among multiple strategies or sleeves. You directly own the underlying securities and funds held in your account. Certain outside managers or model providers available through Envestnet may require you to sign their standard paperwork or to provide additional information.

Wrap, non-wrap and hybrid fee structures

Programs are offered as wrap-fee programs, non-wrap programs or hybrids depending on the Program and the custodian selected by you. In a wrap-fee arrangement you pay a single bundled fee that generally covers investment management, trade execution and certain administrative costs. In a non-wrap arrangement, you pay separate fees for advisory services, execution and other account costs. The total amount you pay, and the items included in any bundled fee vary by Program, portfolio manager and custodian. We will disclose whether a particular Program is offered on a wrap or non-wrap basis and will

provide the Program Appendix or other written disclosure explaining the fee components before you enroll. The SEC requires that wrap fee brochure information be delivered to clients in the form and at the timing described in Form ADV instructions; you may receive Envestnet's Appendix for wrap programs where applicable.

Fees and additional costs

Program fees are charged as a percentage of assets under management and are typically billed monthly or quarterly in advance. Depending on the Program, total fees charged to clients through Envestnet may range up to the amounts disclosed in the fee schedule in your advisory agreement. In some cases, fees charged through the Program may be as high as 2.8% per year or greater depending on account size, household aggregation, the use of overlays, model or manager fees, and other services selected. Fees shown in our brochure or in Envestnet's Program materials may not include all additional fees described below. You will also incur other fees and expenses such as custodian fees, underlying fund expenses, manager or submanager fees, model provider fees, platform fees, third-party service provider fees, transaction costs, taxes and surrender or transfer fees if applicable. These additional costs can materially increase the total cost of the Program. We and your IAR will provide you with the full fee schedule for your chosen Program and custodian so you can compare total costs across alternatives.

Conflicts of interest and payments to third parties

Envestnet and its affiliates retain a portion of the fees charged for making strategies available and for administering the Programs. Envestnet typically pays model providers, subadvisers and third-party managers from the fees it collects. Integrity Alliance also receives compensation either directly from Envestnet, from the custodian, or as otherwise disclosed in your advisory agreement for services associated with placing accounts on the platform. The receipt of payments by Envestnet, third-party managers, and us creates incentives to recommend Programs and particular strategies available on the platform. Where your IAR acts as the portfolio manager within Envestnet or as the IAR's affiliate acts as manager, the IAR may receive additional compensation tied to assets, which creates a financial incentive to recommend use of that manager or to retain assets on the platform rather than move them to a lower cost alternative. We disclose these relationships and payments in our advisory agreement and, where applicable, in the Envestnet program disclosures. Please review those disclosures and discuss alternatives with your IAR.

Use of sleeves, rep as PM and rep as OM

Some Envestnet accounts are structured using multiple sleeves. A sleeve may be managed by an outside manager, model provider, or by your IAR. When your IAR serves as the portfolio manager inside Envestnet, this is sometimes referred to as rep as PM. When your IAR acts as the representative for an outside manager, this is sometimes called rep as OM. When your IAR acts as rep as PM within the Envestnet platform, a platform fee is charged by Envestnet. This fee is layered on top of the advisory fee you pay us and the IAR's compensation. In other advisory programs offered by Integrity Alliance where your IAR can also act as portfolio manager, the Envestnet platform is not used, and this additional platform fee does not apply. As a result, the total cost to you of rep as PM solutions within Envestnet may be higher than comparable programs outside of Envestnet. You should carefully consider whether the services and tools available through the Envestnet platform justify these additional costs.

Reporting, custody and data limitations

Envestnet provides account administration and reporting through its platform, and the custodian maintains custody of client assets. For some outside managers or model providers, the depth of account-level reporting or the types of data made available to us or to you may be limited. Where Envestnet or an outside manager provides tax overlay, performance attribution or other overlays, an additional fee may apply. You will receive regular reporting from Envestnet and from us in accordance with our account reporting practices. Please review program materials and consult with your IAR about any reporting or data limitations that are important to you.

AssetMark Program

Similar to the Envestnet Asset Management Program described above, when you participate in the AssetMark Program, your IAR will work with you to collect financial and demographic information and to document your investment objectives, time horizon, risk tolerance and any investment restrictions you impose. Using AssetMark's platform tools, your IAR has discretion to select a strategy, model or outside

manager for all or part of your account and may allocate assets among multiple strategies or sleeves. You directly own the underlying securities and funds held in your account.

AssetMark, an investment management program sponsor, provides Integrity Alliance with compensation and services in return for using their platform for Integrity Alliance's clients. Compensation includes a flat quarterly fee to support technology, training, marketing, staffing and ongoing education of Integrity Alliance's representatives. In addition, Integrity Alliance will generally receive fees from AssetMark ranging from .05% to .07% of its clients' assets on the AssetMark platform. Integrity Alliance will receive additional revenue for each new Integrity Alliance representative if more than ten new Integrity Alliance representatives utilize the AssetMark platform in a calendar year. AssetMark also provides Integrity Alliance with certain benefits at no cost to Integrity Alliance, including comprehensive organizational consulting, education and marketing support. This arrangement creates a conflict of interest in that Integrity Alliance has an incentive to utilize the AssetMark program for its clients in order to receive the foregoing compensation and benefits rather than based on the client's best interests. Integrity Alliance seeks to address these conflicts of interest by making a number of investment programs available to clients and by adopting policies reasonably designed to ensure that Advisors make recommendations in the best interests of clients.

More information regarding a client total annual fee and the portion received by Integrity Alliance and any third parties is provided in the relevant wrap fee program brochure of the AssetMark and the applicable agreement the client executes with respect to the program. Existing clients in the AssetMark Program may continue to hold and add assets to their accounts; however, the AssetMark Program is closed to new account enrollments.

Lines of Credit Programs

Under this service, you have access to credit and borrowing services offered by unaffiliated third-party lenders that Integrity Alliance engages from time to time. Because you are our client, the third-party lenders offer you competitive loan terms, including competitive interest rates. Third-party lenders are subject to review and approval by Integrity Alliance and are subject to change.

Your Advisor will assist you in identifying your risk tolerance and investment objectives and may recommend a third-party lender based upon your individual needs. In order to participate in this service, you are required to enter into an agreement directly with the third-party lender who will then directly provide you with credit and borrowing services.

Your Advisor is available to answer questions you have regarding your loans and to act as the intermediary between you and the third-party lender.

Third-party lender programs generally have line of credit minimums that will vary from third-party lender to third-party lender. There are also usually minimum draw amounts, and interest payments are typically due monthly. A complete description of the third-party lender's services, interest rates and other terms are available upon request from Integrity Alliance. To request such information, please contact Integrity Alliance at 877-886-1939 or at compliance@integritywealthsolutions.com.

The Firm's arrangements with such third-party lenders also typically keep the funds generated by your use of such third-party lenders invested under the Firm's management. By recommending that a client use a third-party lender to fund a purchase or other financial need rather than liquidate securities under the Firm's management, the Firm and the Advisor continue to earn fees on the full account value. In the future, the Firm may enter into agreements with such third-party lenders that provide other incentives to the Firm to recommend such third-party lenders to clients, including, among other things, favorable lending terms for the Firm's own borrowing activity. Please refer to Item 14 – Client Referrals and Other Compensation for important additional information regarding our referral arrangements with third-party lenders.

There are conflicts of interest for an Advisor that recommends a line of credit, including if the collateral used to support such credit is comprised of securities, sweep accounts or other assets or accounts for which Integrity Alliance is compensated. The use of such assets as collateral result in you holding assets (and paying Integrity Alliance with respect to such assets) that you could have liquidated absent an available line of credit. Please refer to Item 5 – Fees and Compensation for additional disclosure regarding a line of credit.

Planning and Consulting Services

Certain Advisors of Integrity Alliance provide some, all, or none of the planning and consulting services described below. Please note that the services listed below do not provide for active management (such as the Portfolio Management Services described above) or monitoring of your account except for Retirement Plan Participant Consulting Services. Advisors will not advise on business value analysis, business liquidations, or provide tax, accounting, or legal advice, but these components can be referred to third parties. Our planning and consulting services do not require any minimum net worth or income.

Should a client choose to implement any recommendations provided through the planning or consulting services described below, Integrity Alliance suggests the client work closely with his/her attorney, accountant, insurance agent, broker-dealer and/or other professionals, as appropriate, based on the nature of the recommendation. Implementation of recommendations is entirely at the client's discretion.

As set forth at Item 10 – Other Financial Industry Activities and Affiliations, certain management persons and Advisors of the Firm are separately licensed or registered as representatives of our brokerage arm and/or insurance agents of Integrity Alliance as insurance agency. Should a client choose to implement securities or insurance recommendations provided pursuant to the services described below through Integrity Alliance and their Advisor in the Advisor's separate capacity as a broker-dealer representative or insurance agent, Integrity Alliance and the Advisor will receive compensation for these services that is in addition to Integrity Alliance's advisory fees. The ability to earn additional compensation can give rise to certain conflicts of interest. Please refer to Item 10 of this Brochure for additional information. Clients are under no obligation to utilize the services of Integrity Alliance or our affiliated persons in their separate capacities to implement recommendations.

Financial Planning Services:

The role of our Advisor in providing financial planning services is to deliver a plan that helps you understand your overall financial situation and helps you set financial objectives. Clients engaging Integrity Alliance to provide this service generally receive a written report, providing the client with a plan reasonably designed to assist the client in attaining certain stated financial goals and objectives. You are responsible for implementing any of the recommendations made by the Advisor. Financial planning services terminate upon delivery of the financial plan. Financial planning recommendations are typically generic in nature and are not limited to any specific products or services offered by a broker dealer or insurance company.

Hourly Consulting Services:

The role of our Advisor in providing hourly consulting services is to work with you throughout the year on different aspects of financial planning but without the delivery of a written plan. You are responsible for implementing any of the recommendations made by the Advisor. Hourly consulting services automatically terminate one year from the date you entered into the agreement or upon completion of delivery of services.

Financial Planning Seminars:

Financial planning seminars include topics related to wealth management, financial planning, retirement strategies, or various other economic and investment topics. Information presented is not based on any one person's needs and individualized investment advice is not provided to attendees during the seminar. Attendees are encouraged to have individual consultations with the Advisor and to have a financial plan prepared but are under no obligation to do so.

Retirement Plan Consulting Services:

We offer retirement consulting services to employee benefit plans and their fiduciaries. The services are designed to assist the plan sponsor (the "Company") in meeting its management and fiduciary obligations to the plan under ERISA. Depending on the needs of the client, Retirement Plan Consulting Services can include one or more of the following: assisting with the development of an investment policy statement, monitoring of investment options, assisting with plan governance, and/or investment education for plan fiduciaries. Retirement consulting services can consist of general or specific advice.

Retirement Plan Participant Consulting Services:

The role of our Advisor is to provide a written recommendation for your retirement plan. The written recommendation is based on financial and other information you provide. You can also choose to have your Advisor provide Asset Management Services based on the investment options available within your retirement plan.

Neither Integrity Alliance nor our Advisors provide recommendations or advice regarding loans from your retirement plan assets. Once a written recommendation is provided, you are responsible for implementing any recommendations made by the Advisor. Retirement planning consulting services terminates upon delivery of the written recommendation.

Advice provided with respect to retirement plans by Integrity Alliance is provided as a 3(21) fiduciary.

Specialization

Advisors can focus on specific or certain types of advisory services over other types of advisory services.

Advice on Certain Types of Investments

Advisors can only provide investment advice on investments available through the Firm. Any deviation by an Advisor from securities available through the Firm could constitute a violation of Firm policies.

Client Assets Managed by Integrity Alliance

As of December 31, 2024, Integrity Alliance managed approximately \$2,409,759,253 on a discretionary basis.

Item 5 – Fees and Compensation

Since Integrity Alliance began providing advisory services, it has had other fee structures in effect, which may have been lower or higher as described herein. As new fee structures are put into effect, they are generally made applicable only to new clients, and fees for existing clients are generally not affected.

Asset Management Services

Asset Management Services is when we or our Advisors provide you with continuous and regular supervisory and management services with respect to your account(s) through one of our advisory programs. Our advisory programs include our wrap programs (Aspire, Wealth Solutions, Wealth Solutions SMA, Retirement Ally and Paramount Programs) and non-wrap programs (Edge Program and Select Program). You will pay fees and costs whether you make or lose money on your investments. Fees and costs reduce any amount of money you make over time.

Integrity Alliance Wrap Programs:

The Integrity Alliance Aspire, Wealth Solutions, Wealth Solutions SMA, Retirement Ally and Paramount Programs are separately detailed in the Firm's Form ADV, Part 2A, Appendix 1, Wrap Brochure. Clients should carefully review this separate Brochure for important additional information regarding these Programs, including information regarding the wrap fee, any cost not included within the wrap fee, account requirements, Advisor availability, conflicts of interest, and other important information. If one of these Programs was recommended to you and you did not receive a copy of Integrity Alliance's Form ADV, Part 2A, Appendix 1, Wrap Brochure, please contact your Advisor or Integrity Alliance by phone at (877)-886-1939 or by email at compliance@integritywealthsolutions.com.

Integrity Alliance Edge Program:

The fee charged to an Edge Program account will equal the total of: 1) a Program Fee, 2) the Advisor fee negotiated between the client and their Advisor, and 3) if applicable, the fee charged by any third-party sub-adviser ("TPSA") recommended to manage all or a portion of the client's account.

- 1) The maximum Program Fee charged to an Edge Program account is equal to an annual rate of 0.35% of the value of the account assets under management. The portion of the total fee attributable to the Program Fee is not negotiable to the client, however, based on the Advisor's total assets under management with Integrity Alliance, the Advisor may be able to negotiate a lower Program Fee. The Advisor can also negotiate for a portion of the Program fee, thereby increasing their overall compensation. This creates a conflict for an Advisor because if the Advisor can earn increased revenue by doing so, these circumstances create incentive for the Advisor to recommend the Edge Program over other investment programs offered by the firm. This also creates a conflict for an Advisor that is also a registered representative of our broker-dealer to promote an advisory account over of a non-advisory account based on their pecuniary interests rather than the client's best interests. We seek to address this conflict of interest by disclosing it to you, and by adopting and enforcing policies reasonably designed to ensure that account-type decisions are made based on the client's best interests. Program fees also vary based on the Advisor servicing the client's account regardless of the level of client assets the Advisor has under management with Integrity Alliance. For example, certain Advisors manage client accounts through the Edge Program for which the maximum annual Program fee is lower than 0.35%, based on the negotiated terms of their affiliation with Integrity Alliance.
- 2) The maximum Advisor fee is equal to an annual rate of 2.00% of the Edge Program account assets under management. Advisors negotiate their fee with clients based on each client's individual financial situation, complexity, and assets under management, among other considerations.
- 3) *If applicable*, TPSA fees will vary based on the TPSA selected and typically will be an annual fee based on a percentage of the assets placed under the TPSA's management.

Integrity Alliance Select Program:

The fee charged to a Select Program account will equal the total of: 1) a Select Program fee, 2) the Advisor fee negotiated between the client and their Advisor, and 3) if applicable, the fee charged by any third-party sub-adviser ("TPSA") recommended to manage all or a portion of the client's account.

- 1) The fees charged to a Select Program will be based on the following schedule:

Total Account Value	Minimum Account Fee	Maximum Account Fee*
First \$1,000,000	1.00%	2.80%
Next \$2,000,000	1.00%	2.20%
Assets Over \$3,000,000	0.50%	1.75%

- 2) In addition, there is a trading platform fee of 10 bps (0.10%) added to the maximum account fee for all Select Program accounts with our broker-dealer arm.
- 3) Fees are assessed on all assets in the account, including securities, cash and money market balances. We allow the use of margin accounts, which will result in a client paying additional fees for securities bought on margin. Margin debit balances do not reduce the value of the assets in the account. As a result of these potential additional fees, the Advisor and Integrity Alliance have a conflict of interest when recommending the purchase of securities on margin as such purchase can increase the advisory fees. The Advisor may in its sole discretion pay all or a portion of the above stated fees to other parties involved in providing service with respect to the Select Program account and as permitted by law. All such shared payments will be fully disclosed to the client. Clients paying a fee of 2.5% or greater should consider that such fee is in excess of that normally charged in the industry and that similar advisory services can be obtained for less.
- 4) *If applicable*, TPSA fees will vary based on the TPSA selected and typically will be an annual fee based on a percentage of the assets placed under the TPSA's management.
- 5) The portion of the total fee attributable to the Select Program fee is not negotiable to the client, however, based on the Advisor's total assets under management with Integrity Alliance, the Advisor may be able to negotiate a lower Select Program fee. Program fees also vary based on the Advisor servicing the client's account regardless of the level of client assets the Advisor has under management with Integrity Alliance. For example, certain Advisors manage client accounts through the Select Program for which the maximum annual Select Program fee is lower than 2.80%, based on the negotiated terms of their affiliation with Integrity Alliance. Some clients may pay more than the maximum fee for assets under management where clients have elected to have additional services billed as a percentage of assets under management. Those services may include but are not limited to, retirement planning, estate planning, wealth planning, and charitable gifting. These fees are agreed to in advance between the client and the advisor.
- 6) These fees do not include mark-ups/mark-downs in principal transactions; certain odd-lot differentials; national securities exchange fees; clearing; custody; postage and handling; and transaction and service fees (i.e. brokerage portfolio accounts or other cash management type accounts), annual, maintenance and/or termination fees for retirement accounts or qualified plans; ACAT transfer fees; interest on debit account balances; electronic fund transfer fees; IRA and qualified plan fees; and transfer taxes and other costs or charges associated with securities transactions mandated by law. All fees and charges, including the above, will be charged to the client account. Advisors receive compensation for providing advisory and client-related services in connection with the Select Program based on the value of the assets under their management. A Select Program client may also incur certain charges imposed by other third-parties in connection with investments made through the Select Program account, including among others the following types of charges: mutual fund 12b-1 fees, mutual fund management and administrative servicing fees, fees charged by third-party investment

managers, and certain deferred sales charges on previously purchased mutual funds.

*Fees can be negotiated and usually vary from client-to-client based upon a number of factors, including, but not limited to, type of account, account size, historical relationship with the client, services to be provided, or other factors. Moreover, fees can vary as a result of the application of prior fee schedules depending upon the specific date the client began participation in the Select Program.

The specific total combined fee schedule is agreed upon in advance and will be outlined in, or attached to, the Investment Management Agreement(s) entered into with the client.

Fees for asset management services are typically charged quarterly in advance based on the value of the client's account at the end of the prior quarter. Integrity Alliance will pro rate its fees for accounts opened mid quarter, which will be assessed at the end of the month in which the account was opened. For example, if an account is opened on January 15, the Firm will charge its fee on February 1 for the remaining days in January, as well as for February and March. In addition, each quarter's fee is adjusted for material deposits or withdrawals of \$5,000 or more made to/from the account during the quarter.

Variable annuities are excluded from wrap fee program billing. If a client invests in a variable annuity, the associated fees are typically billed directly by the insurance issuer, which may follow a billing cycle different from Integrity Alliance standard methodology of billing quarterly in advance.

Fees for the Edge Program are paid to Integrity Alliance, which then pays a portion of those fees to your investment adviser representative.

Integrity Alliance requires that the client provide authorization for the Firm and/or, if applicable, the TPSA, to deduct advisory and/or sub-advisory fees directly from the client's account and to include on each quarterly statement the amount of advisory fees paid for that time period.

Upon a client's request, we will provide an accounting of the manner in which a particular fee was calculated. Fees for the Program are paid to Integrity Alliance and we pay a portion of that fee to your Advisor.

If a TPSA is recommended for the client's account, the TPSA's fees will typically be billed by the TPSA, separately from the fees charged by Integrity Alliance, in accordance with the billing protocols of the TPSA selected, which protocols can differ from those of Integrity Alliance (for example, the TPSA's fees may be charged monthly or quarterly, in advance or in arrears, etc.). As applicable, clients should refer to any recommended TPSA's disclosure document for detailed information regarding their billing practices.

Clients are encouraged to review the fee schedule and applicable terms with their Advisor, including, but not limited to, the components of the total fee, fee calculation methodology, and any pro rata practices.

If applicable, clients should carefully review the Form ADV, Part 2A Disclosure Brochure or other disclosure document, and Form CRS for any recommended TPSA and program for important additional information regarding the TPSA's services, fees, conflicts of interest and other important information. If you did not receive a copy of the TPSA's Form ADV, Part 2A Brochure or Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure, and Form CRS, please contact your Advisor or Integrity Alliance by phone at (877) 886-1939 or by email at compliance@integritywealthsolutions.com. Integrity Alliance will retain the discretionary authority to hire and fire TPSAs, as necessary, to better service our clients' accounts.

There is no minimum account size required to participate in the Edge Program and Select Program.

Third-Party Retirement Account Program

For the Third-Party Retirement Account Program, we charge an asset-based advisory fee for investment management services. This fee is based on a percentage of assets under management and is detailed in your investment advisory agreement. Fees are billed either monthly or quarterly, in advance or arrears, as specified in your agreement. We use third-party retirement account system providers to access and manage held-away accounts. Third-party retirement account system providers charge us a technology fee for this service. We pass this cost on to you as part of your advisory billing. The amount we charge to offset a third-party retirement plan system provider's cost typically includes a markup, resulting in a profit to our firm. Any markup is retained by the firm and not shared with the IAR. This creates a potential conflict of interest, as we may have a financial incentive to recommend the use of a third-party retirement account

system provider or to include more accounts on the platform. To address this conflict:

- We disclose our financial interest in this platform-related fee;
- You may request a breakdown of third-party retirement account platform costs at any time;
- Our IARs are compensated through advisory fees and do not receive separate incentives to promote any third-party retirement account platform provider.

If our relationship with any relevant third-party system provider changes in a way that creates new conflicts of interest or materially increases your costs, we will amend this disclosure and notify you promptly. The use of a third-party retirement account platform provider can allow us to manage retirement accounts that were previously self-directed or unmanaged. If you authorize us to manage these accounts, they will be included in your assets under management for billing purposes, which may result in higher overall advisory fees. You should weigh the cost of management against the expected benefits of professional oversight, and we are available to help you evaluate this decision.

Third-Party Investment Adviser Referral Program

Integrity Alliance also acts as a solicitor and refers clients to unaffiliated third-party investment advisers, including, without limitation, SEI Investment Management Corporation and AssetMark, offering asset management and other investment advisory services. As a result, we are paid a portion of the fee charged and collected by the third-party investment adviser in the form of solicitor fees or consulting fees and we pay a portion of that fee to your Advisor. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-1 and applicable state securities rules and regulations.

The actual fee charged for this service will also vary depending on the third-party investment adviser utilized but will generally not exceed 2.65% of your assets under management on an annual basis. The portion retained by the Advisor in the form of solicitor fees or consulting fees will not exceed 2.50%. The fee retained by Integrity Alliance is negotiable based on factors such as the complexity of services provided and the client's assets under management.

You are subject to incur additional charges including but not limited to, mutual fund sales loads (commissions), 12b-1 fees and surrender charges, and IRA and qualified retirement plan fees. Integrity Alliance will not receive any portion of these additional commissions or fees. We are only compensated by the portion of the solicitor/consulting fee described above. We receive no other compensation in connection with a client's account. When we are able to negotiate lower fees and expenses charged by third parties, all negotiated improvements are for the clients' benefit.

Please be aware that your Advisor has a conflict of interest by offering third-party investment advisers that have agreed to pay a portion of their advisory fee to Integrity Alliance. Integrity Alliance mitigates this conflict by vetting the advisers to ensure their services are appropriate for the firm's platform and that all recommendations are based upon the clients' best interests and not on the compensation the IAR might receive. Integrity Alliance also researches any advisers it considers using to ensure, at a minimum, the advisers are properly registered and licensed to provide investment advice. Please refer to *Item 10 – Other Financial Industry Activities and Affiliations* of this Brochure for additional information. It is possible that there are other third-party managed programs that are suitable to the client that may be more or less costly. No guarantees can be made that your financial goals and objectives will be achieved. Further, no guarantees of performance can be offered. All investments involve risk, including the possible loss of principal.

Lines of Credit Programs

Integrity Alliance also refers clients to unaffiliated third-party lenders that Integrity Alliance engages from time to time, offering liquidity and borrowing services. The Firm's arrangements with such third-party lenders also typically keep the funds generated by your use of such third-party lenders invested under the Firm's management. By recommending that a client use a third-party lender to fund a purchase or other financial need rather than liquidate securities under the Firm's management, the Firm and the Advisor continue to earn fees on the full account value. In the future, the Firm may enter into agreements with such third-party lenders that provide other incentives to the Firm to recommend such third-party lenders to clients, including, among other things, favorable lending terms for the Firm's own borrowing activity. The actual interest rate

charged by the lenders under this service will vary depending on market interest rate conditions, securities collateralized, and the third-party lender utilized.

Please be aware that your Advisor has a conflict of interest by recommending third-party lenders that have agreed to provide Integrity Alliance with the various incentives (including payments) described above. It is possible that there are other third-party loan programs that may be suitable to the client that may be more or less costly.

There are conflicts of interest for an Advisor that recommends a line of credit, including if the collateral used to support such credit is comprised of securities, sweep accounts or other assets or accounts for which Integrity Alliance is compensated. The use of such assets as collateral result in you holding assets (and paying Integrity Alliance with respect to such assets) that you could have liquidated absent an available line of credit. No guarantees can be made that your financial goals and objectives will be achieved. Further, no guarantees of performance can be offered. All investments involve risk, including the possible loss of principal.

Planning and Consulting Services

Financial Planning Services

The fees assessed for financial planning services are either on an hourly or fixed basis, are negotiated between you and your Advisor, and are based on the complexity of the services requested, the amount of research required to provide the services, and the complexity of the financial plan. Fees are negotiable and listed in the Financial Planning and Consulting Agreement. Advisors typically charge no more than \$500 per hour for financial planning services on an hourly basis and charge between \$0 – \$50,000 for financial planning services on a fixed basis. Advisors providing financial planning services on an hourly basis will provide you with an estimated number of hours to provide the services requested on the Financial Planning and Consulting Agreement.

Fees for financial planning services are paid to Integrity Alliance and we pay a portion of that fee to your Advisor. The agreed upon fee is either due up front when you sign the Financial Planning and Consulting Agreement, when the financial plan is delivered to you, or one-half of the fee is due when the Financial Planning and Consulting Agreement is signed and the remaining balance is due at when the financial plan is delivered to you. We will not charge more than \$1,200 six or more months in advance of delivering the financial plan.

Hourly Consulting Services

The fees for hourly consulting services are on an hourly basis and negotiated between you and your Advisor. Fees are negotiable and listed in the Financial Planning and Consulting Agreement.

Fees for hourly consulting services are paid to Integrity Alliance and we pay a portion of that fee to your Advisor. The agreed upon fee is either due up front when you sign the Financial Planning and Consulting Agreement or you can establish a payment plan (i.e., monthly, quarterly, semi-annually). The Financial Planning and Consulting Agreement automatically terminates one year from the date of execution or upon completion of delivery of services.

Clients should understand that the financial planning or hourly consulting fee the client negotiates with the Advisor may be higher than fees charged by other investment advisors for similar services. This is the case, in particular, if the fee is at or near the maximum fees set out above. The Advisor is responsible for determining the fee to charge each client based on factors such as total amount of assets involved with the relationship, the complexity of the planning services, and the number and range of supplementary advisory and client-related services to be provided. Clients should consider the level and complexity of the planning services to be provided when negotiating the fee with the Advisor.

You can terminate your agreement upon our receipt of your written notice to terminate, however, you will be responsible for any work completed by the Advisor in providing the advisory services or analyzing your particular situation. While financial planning services are prepared with the intention of you implementing recommendations made within the plan through Integrity Alliance you are in no way obligated to do so.

Retirement Plan Consulting Services

The Advisor will determine whether to bill the Company for retirement plan consulting services at a pre-

determined hourly rate, a fixed fee or based upon a percentage of Plan assets. Fees can be billed quarterly in advance or in arrears. In special circumstances other fee-paying arrangements can be negotiated. The above referenced terms will be disclosed in the client agreement we sign with the Company sponsor. Fees for retirement plan consulting services are paid to Integrity Alliance and we pay a portion of that fee to your Advisor.

The Company sponsor can terminate the written agreement they signed with us within five days of the execution date without penalty. Thereafter, the written agreement can be terminated by us or the Company sponsor at any time upon 60 days prior written notice. Upon termination, we will deliver a final billing statement for unbilled work performed prior to termination, and the Company will have a period of 30 days within which to deliver payment. If we bill the Company in advance, our fee will be credited back to the Company on a pro-rata basis for the unused portion of the billing period. When we calculate the credit, we will subtract any unbilled work we performed for the Company prior to termination.

Retirement Plan Participant Consulting Services

The fees for retirement plan participant consulting services are either on an hourly or fixed basis, are negotiated between you and your Advisor, and are based on the complexity of the services requested, the amount of research required to provide the services, and the complexity of the written recommendation. Fees are negotiable and listed in the Retirement Plan Participant Consulting Agreement. Advisors can charge no more than \$500 per hour for retirement plan participant consulting services on an hourly basis and can charge between \$0 – \$5,000 for retirement plan participant consulting services on a fixed basis. Advisors providing retirement plan participant consulting services on an hourly basis will provide you with an estimated number of hours to provide the services requested on the Retirement Plan Participant Consulting Agreement. The maximum annual overall fee for Advisors providing Asset Management Services for retirement plan participants is 1.2% which represents a maximum advisor fee of 1% and a 0.2% service fee.

Fees for retirement plan participant consulting services are paid to Integrity Alliance and we pay a portion of that fee to your Advisor. The agreed upon fee is either due up front when you sign the Retirement Plan Participant Consulting Agreement, when the written recommendation is delivered to you, or one-half of the fee is due when the Retirement Plan Participant Consulting Agreement is signed and the remaining balance is due at when the written recommendation is delivered to you. We will not charge more than \$1,200 six or more months in advance of delivering the written recommendation.

Clients should understand that the fee the client negotiates with the Advisor can be higher than fees charged by other investment advisors for similar services. This is the case, in particular, if the fee is at or near the maximum fees set out above. The Advisor is responsible for determining the fee to charge each client based on factors such as total amount of assets involved with the relationship, the complexity of the planning services, and the number and range of supplementary advisory and client-related services to be provided. Clients should consider the level and complexity of the planning services to be provided when negotiating the fee with the Advisor.

Other Fees

Custodians also charge service fees associated with processing of trades and custody of funds. Common fees include annual account maintenance fees, custodial fees, transaction processing fees, and paper statement delivery fees, wire transfer and electronic fund fees. You should discuss with your financial professional which fees are charged by the custodian as they vary by Custodian. Fees charged by Custodians (Schwab or Pershing, Fidelity, or other) are separate from advisory fees and are billed directly to your account, as authorized.

Additionally, you will typically incur certain charges imposed by third parties other than Integrity Alliance or the Custodian in connection with investments made through the account, including but not limited to, mutual fund sales loads or commissions (although Integrity Alliance will typically only use No-Load or Load Waived Mutual Funds in these accounts), 12(b)-1 fees, internal fund expenses for mutual funds and exchange traded funds, and surrender charges, variable annuity fees and surrender charges, and IRA and qualified retirement plan fees. As applicable, clients are also responsible for fees and expenses charged by alternative investment vehicles or their sponsors. Management fees charged by us are separate and distinct from the fees and expenses charged by investment company securities and alternative investments that can be recommended to clients. A description of these fees and expenses are available in each investment

company security's prospectus and alternative investment's offering documents.

As applicable, please see your sub-adviser's Form ADV, Part 2A, Brochure, or Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure (or other, similar disclosure documents) for additional information regarding respective costs and fees in these accounts.

Program Selection and Conflicts of Interest

The Firm and its Advisor earn referral fees when recommending certain third-party investment advisers to clients. This creates a conflict of interest, as the Firm or Advisor are incentivized to recommend advisers based on referral fees rather than solely on what is in the client's best interest. For detailed information about our third-party investment adviser referral arrangements, please refer to Items 10 and 14 of our disclosure documents.

The Firm can recommend unaffiliated third-party lenders for clients to obtain liquidity and other credit services. The Firm's arrangements with such third-party lenders typically keep the funds generated by your use of such third-party lenders invested under the Firm's management. By recommending that a client use a third-party lender to fund a purchase or other financial need rather than liquidate securities under the Firm's management, the Firm and the Advisor continue to earn fees on the full account value. In theory, this creates an incentive for the Firm or the Advisor to recommend certain third-party lenders over others based on our pecuniary interest rather than in the best interest of the client. Please refer to Item 14 – *Client Referrals and Other Compensation* for important additional information regarding our referral arrangements with third-party investment advisers.

In addition, as disclosed above, certain Advisors have negotiated to receive a portion of the Edge Program Fee paid to Integrity Alliance. Similarly, as disclosed in our Form ADV, Part 2A, Appendix 1, Wrap Brochure, certain Advisors have negotiated to receive a portion of the Aspire Program Fee paid to Integrity Alliance. Under these circumstances, the Advisor can receive both the Advisor fee, capped at 2.00%, plus a portion of the Edge or Aspire Program fee paid to Integrity Alliance, as applicable, thereby creating a conflict of interest. A conflict of interest arises because, under these circumstances, the Advisor has an incentive to recommend these Programs over other programs offered by the firm in their own pecuniary interests rather than in the best interest of the client.

Also, Advisor fees are paid to Advisors in accordance with a "payout schedule," which is based on Advisor production, and is in most instances less than 100% of the total Advisor fee negotiated between the client and the Advisor. Any portion of the Advisor fee not paid to the Advisor is retained by Integrity Alliance.

Integrity Alliance seeks to address these conflicts by disclosing them to you, and by adopting and implementing policies and procedures requiring that account type decisions be made solely in the client's best interests. Our policies also explicitly prohibit an Advisor from recommending one account type or program over another based on compensation to be received by the Advisor.

Certain management persons and Advisors of Integrity Alliance are separately licensed to sell securities as registered representatives of the Firm's brokerage arm and/or insurance and insurance products as agents of Integrity Alliance in its capacity as an insurance agency for which they will receive separate compensation. Please refer to *Item 10 – Other Financial Industry Activities and Affiliations* for additional information.

With respect to client accounts custodied with Pershing, Integrity Alliance will serve as the introducing broker as well as investment adviser, for which it will receive additional compensation. Please review *Item 12 – Brokerage Practices* of this Brochure for additional information regarding this arrangement, conflicts of interest that result, and how we seek to address these conflicts.

Integrity Alliance is also a participant in Pershing's FUNDVEST® ticket charge program, which offers NTF mutual funds and ETFs. Our participation in this Program gives rise to certain conflicts of interest when recommending investment programs, custodians and investments to clients that clients should carefully consider. Please refer to *Item 14 – Client Referrals and Other Compensation* for important additional information regarding our participation in this Program and resulting conflicts of interest.

Unless otherwise directed by the client, any client assets held in cash with Pershing will be automatically "swept" into the default cash sweep program. This program pays Integrity Alliance a percentage of the net interest rate

based on the amount of client assets in the cash sweep vehicle. This arrangement will reduce the interest earned on client cash balances and creates conflicts of interest. Clients can revoke their consent to participate in Pershing's cash sweep program at any time by informing their Advisor. Additional details on conflicts of interest related to Pershing's cash sweep program are provided in *Item 14 – Client Referrals and Other Compensation* below.

Clients should note that all fees discussed in this Item 5 are cumulative. For example, funds in a cash sweep program tied to a loan will have two revenue streams for the Firm since the Firm will receive a percentage of the net interest rate based on the amount of client assets held in a cash sweep vehicle (thereby lowering the amount of the interest received by the client), and the Firm will also receive a percentage of revenue generated from the interest payments made by a client to such third-party lender with respect to the applicable loan and/or a percentage of client assets brought to the third-party lender's platform.

Integrity Alliance seeks to mitigate these conflicts of interest through disclosure and by adopting and enforcing written policies and procedures reasonably designed to ensure that recommendations are made solely in the client's best interests after careful consideration of all relevant circumstances, including, among other things, client needs, preferences, and the anticipated total cost of the services to the client. These policies and procedures further require that Advisors monitor recommendations provided to clients in an ongoing relationship, including periodic evaluation of whether a client's account or program type continues to be in the client's best interest.

Advice Incidental to Brokerage Service

Integrity Alliance is a dually registered broker-dealer and investment adviser. When acting as a securities broker-dealer we provide securities-related advice to brokerage clients, which is incidental to brokerage services for which no special compensation is received other than the customary and usual commissions paid by customers for brokerage services. We make money from retaining a portion of commissions and account service fees offered as a broker-dealer. Additional details are provided in *Item 14 – Client Referrals and Other Compensation* below.

Brokerage services and this incidental advice are provided by individuals who are registered representatives of Integrity Alliance. Clients only receiving brokerage services from Integrity Alliance, including those receiving incidental securities advice from broker-dealer representatives are not considered to be investment advisory clients.

Termination of Services

Program services can be canceled at any time, by either party, for any reason, as set forth in the Investment Management Agreement between Integrity Alliance and the client, typically upon receipt of 30-day's written notice to the other party, depending on the advisory service. Clients will receive a prorated refund of any fees paid in advance but not fully earned by Integrity Alliance and the Advisor. The refund is based on the number of days remaining in the quarter or month after notice of termination is received and must be at least

\$75. For accounts not billed in advance, clients will be billed a final fee that is pro-rated based on the amount of time remaining in the quarter or month.

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

Integrity Alliance does not charge or accept performance-based fees which can be defined as fees based on a share of capital gains on or capital appreciation of the assets held within a client's account.

Item 7 – Types of Clients

We offer advisory services to individuals; high-net worth individuals; trusts, estates, or charitable organizations; corporations or business entities.

You are required to execute an agreement for services in order to establish a client arrangement with us and/or the sponsor of third-party money manager platforms.

Minimum Investment Amounts Required

There is no minimum account size required to establish or maintain an account in the Edge Program or Select Program. Integrity Alliance does not require a minimum to participate in the Schwab Managed Account Platform; however, TPSAs typically impose account minimums or other requirements on opening and maintaining an account. Clients should refer to the TPSA's Form ADV, Part 2A or similar disclosure document for information regarding any required account minimums or other requirements.

With respect to clients referred to a third-party investment adviser through the Third-Party Investment Adviser Referral Program, the third-party adviser or third-party managed program often will require an account minimum, which will vary from investment adviser to investment adviser. Clients should refer to the third-party investment adviser's Form ADV, Part 2A or similar disclosure document for information regarding any required account minimums.

The Firm's wrap fee programs, Wealth Solutions, Wealth Solutions SMA, Retirement Ally Aspire and Paramount Wrap Programs, are detailed in a separate Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure. Clients should carefully review the applicable separate Brochure for important additional information regarding minimum account size requirements, and other important information.

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

Integrity Alliance uses the following methods of analysis in formulating investment advice.

Integrity Alliance offers the same suite of services to all its clients; however, each Advisor manages accounts independently and is not under any obligation or requirement to buy or sell the same investments for accounts, even when an investment strategy is similar. Investment adviser representatives provide personalized and individualized investment advice and can employ a variety of account types and strategies based on a client's investment objectives, risk tolerance, and specific circumstances.

Integrity Alliance Advisors use various methods of analysis and investment strategies in the management of client accounts. Methods and strategies will vary based on the Integrity Alliance Advisor providing advice. Models and strategies used by one Advisor can be similar or different than strategies used by other Advisors. Some Integrity Alliance Advisors use just one method or strategy while other Advisors rely on multiple methods or strategies. Integrity Alliance does not require or mandate a particular investment strategy to be implemented by its Advisors. Further, Integrity Alliance has no requirements for using a particular analysis method and our Advisors are provided flexibility (subject to Integrity Alliance's supervision and compliance requirements) when developing their investment strategies. The following sections provide brief descriptions of some of the more common methods of analysis and investment strategies that are used by our Advisors.

Fundamental – A method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation could be wrong and could therefore lead to an unfavorable investment decision.

Technical – A method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume could only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown.

Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more

bearish, which could result in a premature purchase of a security.

Third-Party Investment Advisers – Before engaging a third-party investment adviser as a sub-adviser, we examine the investment adviser's investment philosophies, and past performance, as well as the experience and expertise of certain of the firm's investment personnel in an attempt to determine if the investment adviser has demonstrated an ability to invest reasonably successfully over a period of time and in different economic conditions. We monitor the underlying holdings, strategies, concentrations and leverage of any third-party investment adviser selected as a sub-adviser as part of our overall periodic risk assessment.

Additionally, as part of our due-diligence process, we will survey the investment adviser's compliance and business enterprise risks.

When recommending third-party sub-advisers offered through a program sponsored by another, such as the Schwab Managed Account Program, the Integrity Alliance Risk & Investment Committee typically conducts due diligence with respect to the third-party program sponsor rather than each sub-adviser whose services are offered through the third-party sponsor's program or that are selected through the program to manage all or a portion of a client's account. Under these circumstances, Integrity Alliance's due diligence typically will entail, among other things, inquiry into the reasonableness of due diligence processes undertaken by the third-party sponsor in its selection of sub-advisers made available through the program. The risk of investing with a third-party manager who has been successful in the past is that there is no guarantee that the firm can replicate that success in the future. In addition, as we do not control the underlying investments in a third-party manager's portfolio, there is also a risk that a manager deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the manager's daily business and compliance operations, it is possible for us to miss the absence of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Investment Styles and Strategies

Integrity Alliance utilizes several strategies when managing client accounts. Below are some of the investment strategies used in the management of client accounts through the Edge Program and Select Program.

Long term purchases – Investments held at least a year.

Short term purchases – Investments sold within a year.

Tactical Asset Allocation – Allows for a range of percentages in each asset class (such as Stocks = 40-50%). These are stated minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. A form of market timing is possible, since the investor can move to the higher end of the range when certain asset classes are expected to do better and to the lower end when the current market conditions look unattractive. Certain Tactical Asset Allocation strategies include the ability to use cash up to a defined percentage including 100% as a means for preserving capital during extreme negative market events.

Strategic Asset Allocation – Calls for setting target allocations and then periodically rebalancing the portfolio back to those targets as investment returns skew the original asset allocation percentages. The concept is akin to a "buy and hold" strategy, rather than an active trading approach. Of course, the strategic asset allocation targets change over time as the client's goals and needs change and as the time horizon for stated objective grows shorter.

Adaptive Asset Allocation – Certain models include an adaptive asset allocation as, or as part of, an investment strategy. In general, an adaptive asset allocation is a strategy where the Advisor for Edge Program and Select Program accounts will try to identify the best times to be fully invested and when to reduce investment exposure. This service is designed to take advantage of capital market fluctuations by being invested based on the anticipated market direction. Clients should be aware that this strategy is considered an aggressive, higher-risk investment strategy.

Modern Portfolio Theory – Proposes that investing in a predetermined asset mix derived from the efficient frontier (dictated to achieve a specific client objective within a certain risk tolerance) and rebalancing with discipline, the portfolio is diversified across the various asset classes to mitigate unnecessary risk. This also provides for a portfolio that can operate without reliance on market timing and security selection; however, as with all equity investments positive returns are not guaranteed. In

conjunction to investing in a diversified portfolio, each portfolio is constructed to meet specific parameters set forth in the individual client's investment needs and goals. These parameters can include, but are not limited to, tax efficiency, concentrated stock positions and management history.

Use of Primary Method of Analysis or Strategy

Integrity Alliance's primary method of analysis or strategy are Fundamental Analysis and Technical Analysis. Some of the risks involved with using this method include those listed below.

Integrity Alliance's primary strategy involves frequent trading of securities. The frequent trading of securities can have a positive or negative impact on investment performance. Performance from active trading can be lowered due to an increase in brokerage and other transaction costs.

Consolidated Performance and Hypothetical Projections

On a case-by-case basis, we may provide clients with consolidated performance illustrations or hypothetical projections using third-party systems such as Nitrogen or Black Diamond. These tools may incorporate both accounts managed by us and information regarding outside holdings provided by you or obtained from third-party sources at your direction. Hypothetical performance is presented for illustrative purposes only, is based on assumptions and modeling, and does not represent actual results. Actual investment results will vary and may be higher or lower than those illustrated.

The Net Worth Summary and related reports may include both Integrity Alliance-managed accounts and accounts or assets held elsewhere. Outside accounts may be linked through third-party aggregation services using credentials you provide or may be manually entered by you. The values of these outside assets are based on the most recent updates available and may not reflect current market prices. Data from third-party or client-provided sources may be outdated, inaccurate, incomplete, or contain errors in collection, interpretation, or presentation. Integrity Alliance and your financial professional do not independently verify, supervise, or perform due diligence on outside accounts, insurance holdings, or other non-advisory assets, and we make no representation regarding their accuracy, completeness, or suitability. Assets and positions not managed by Integrity Alliance are not maintained on our books and records. For the most accurate and current values, clients should rely on official statements from custodians or product providers.

When clients request that fixed insurance products (purchased through an outside business activity, or "OBA") be included in consolidated reports or hypothetical illustrations, such products are reflected only as provided by you or the issuing company. We do not recommend, review, monitor, or evaluate such fixed insurance products, nor do we accept fiduciary responsibility for them. Clients are solely responsible for determining whether those products continue to meet their financial needs.

By contrast, for variable insurance products held within advisory accounts we manage, Integrity Alliance provides ongoing advice and monitoring consistent with our fiduciary responsibilities under the Advisers Act. Clients should understand the distinction between our fiduciary oversight of advisory accounts and variable products, versus the mere inclusion of fixed insurance or other outside holdings in consolidated reports for illustrative purposes only.

Primarily Recommend One Type of Security

Integrity Alliance does not primarily recommend only one type of security.

Risk of Loss

Clients must be aware that investing in securities involves risk of loss, including the loss of principal.

Every method of analysis has its own inherent risks. To perform an accurate market analysis Integrity Alliance must have access to current/new market information. We have no control over the dissemination rate of market information; therefore, unbeknownst to us, certain analyses can be compiled with outdated market information, severely limiting the value of our analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Integrity Alliance or the sub-adviser) will be profitable or equal

any specific performance level(s). Integrity Alliance does not represent, warrant, or imply that its services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Notwithstanding Integrity Alliance and, if applicable, the sub-adviser's, method of analysis or investment strategy, the assets within the client's portfolio are subject to risk of devaluation or loss. The client should be aware that there are many different events that can affect the value of the client's assets or portfolio including, but not limited to, changes in financial status of companies, market fluctuations, changes in exchange rates, trading suspensions and delays, economic reports, and natural disasters. Other investment risks include:

- **Interest-Rate Risk** – Fluctuations in interest rates can 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 particular underlying circumstances. For example, political, economic, and social conditions can trigger market events.
- **Inflation Risk** – When any type of inflation is present, a dollar will be worth more today than a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Prepayment Risk** – The returns on the collateral for a deal can change dramatically at times if the debtors prepay the loans earlier than scheduled.
- **Reinvestment Risk** – This is the risk that future proceeds from investments are reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- **Business Risk** – This risk is associated with a particular industry or a particular company within an industry.
- **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.

Risk Factors relevant to specific securities utilized include:

- **Money Market Instruments** – Money market instruments are generally considered low risk but are not guaranteed by the FDIC and are subject to loss and/or change in market value. Money market instruments can temporarily suspend an investor's ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. Integrity Alliance considers cash and cash equivalents a billable asset class and charges an asset-based fee on these positions. Depending on interest rates, investments in money market instruments can be lower than the aggregate fees and expenses charged resulting in a client experiencing a negative overall return.
- **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.
- **Exchange Traded Funds ("ETF")** – ETFs are a recently developed type of investment security, representing an interest in a passively managed portfolio of securities selected to replicate a securities index, such as the S&P 500 Index or the Dow Jones Industrial Average, or to represent exposure to a particular industry or sector. Unlike open-end mutual funds, the shares of ETFs and closed-end investment companies are not purchased and redeemed by investors directly with the fund, but instead are purchased and sold through broker-dealers in transactions on a stock exchange. Because ETF and closed-end fund shares are traded on an exchange, they can trade at a discount from or a premium to the net asset value per share of the underlying portfolio of securities. In addition to bearing the risks related to investments in equity securities, investors in ETFs intended to replicate a securities index bear the risk that the ETF's performance may not correctly replicate the performance of the index. Investors in ETFs, closed-end funds and other investment companies bear a proportionate share of the expenses of those funds, including management fees, custodial and accounting costs, and other expenses. Trading in ETF and closed-end fund shares also entails payment of brokerage

commissions and other transaction costs.

- **Mutual Fund Shares** – Some of the risks of investing in mutual fund shares include: (i) the price to invest in mutual fund shares is the fund's per share net asset value (NAV) plus any shareholder fees that the fund imposes at the time of purchase (such as, if applicable, sales loads), (ii) as applicable, investors must pay sales charges, annual fees, and other expenses regardless of how the fund performs, and (iii) investors typically cannot ascertain the exact make-up of a fund's portfolio at any given time, nor can they directly influence which securities the fund manager buys and sells or the timing of those trades.
- **Index Fund Shares** – Index Funds are a type of mutual fund or ETF that seeks to track the returns of a market by index. A market index measures the performance of a mixture of securities representative of a sector of a stock market or of an economy. Index Funds generally follow a passive, rather than active, investment strategy, aiming to maximize returns over a period of time. However, some risks associated with Index Funds include: (i) lack of flexibility to react to price fluctuation in the securities within the index compared to a non-index fund; (ii) tracking error when the index fund does not perfectly track its index; and (iii) underperformance of the index due to the fees, expenses, trading costs, and tracking error associated with the index fund.
- **Municipal Bond Risk** – Municipal securities issuers can face local economic or business conditions (including bankruptcy) and litigation, legislation or other political events that could have a significant effect on the ability of the municipality to make payments on the interest or principal of its municipal bonds. In addition, because municipalities issue municipal securities to finance similar types of projects, such as education, healthcare, transportation, infrastructure and utility projects, conditions in those sectors can affect the overall municipal bond market. Furthermore, changes in the financial condition of one municipality can affect the overall municipal bond market. The municipal obligations in which clients invest will be subject to credit risk, market risk, interest rate risk, credit spread risk, selection risk, call and redemption risk and tax risk, and the occurrence of any one of these risks can materially and adversely affect the value of the client's assets or profits.
- **Fixed Income Securities Risk** – Prices of fixed income securities tend to move inversely with changes in interest rates. Typically, a rise in rates will adversely affect fixed income security prices. The longer the effective maturity and duration of the client's portfolio, the more the portfolio's value is likely to react to interest rates. For example, securities with longer maturities sometimes offer higher yields, but are subject to greater price shifts as a result of interest rate changes than debt securities with shorter maturities. Some fixed income securities give the issuer the option to call, or redeem, the securities before their maturity dates. If an issuer calls its security during a time of declining interest rates, we might have to reinvest the proceeds in an investment offering a lower yield, and therefore might not benefit from any increase in value as a result of declining interest rates. During periods of market illiquidity or rising interest rates, prices of callable issues are subject to increased price fluctuation.
- **Interval Mutual Funds** – While interval mutual funds can provide limited liquidity to shareholders by offering to repurchase a limited amount of shares on a periodic basis, there is no guarantee that clients will be able to sell all of their shares in any specific repurchase offer. Also, the offer to repurchase shares can be suspended or postponed by the investment sponsor. An investment in an interval fund involves a considerable amount of risk and it is possible to lose the total investment amount. An investment in a closed-ended interval mutual fund is suitable only for investors who can bear the risks associated with the limited liquidity of the shares and should be viewed as a long-term investment.
- **Complex Product Risk** – Complex products can include liquid alternative mutual funds, leveraged and inverse exchange traded ETFs and leveraged and inverse exchange traded notes ("leveraged ETPs"). Leveraged ETPs have the potential for significant loss of principal and are not appropriate for all investors. Investment techniques commonly utilized include futures, forward contracts, swap agreements, and derivatives that can increase volatility and carry a high risk of substantial loss. Leveraged ETP performance can differ significantly from the performance of the underlying benchmark when held over time. The effects of compounding, aggressive techniques, and correlation errors can cause leveraged ETPs to experience greater losses in volatile markets. Leveraged ETPs can experience losses even in situations where the underlying benchmark has performed as expected. These products typically carry higher internal fees and expenses than more traditional funds due to their active management. Higher fees and expenses will also

negatively impact performance.

- **Alternative Investment Risk** – Alternative investments including hedge funds, private equity, private credit, business development companies, and non-exchange traded real estate investment trusts (“REITs”) present special risks, such as limited liquidity and transparency. Alternative investments, such as hedge funds, often utilize complex trading strategies with the use of derivatives, commodities, and/or leverage which can amplify volatility in certain markets. Real estate-related investments will be subject to risks generally related to leverage and real estate market risk, including risks specific to geographic areas in which the underlying investments were made. Certain alternative investments are less tax efficient than others. Each alternative investment is typically subject to internal fees, including management and/or performance fees, which affect the product’s net asset value and reduced investment returns.
- **Environmental, Social and Governance (“ESG”) Risk** – Pursuing an ESG investment strategy limits the eligible universe of securities that are otherwise available to other non-ESG related investment strategies. Currently there is no standard regulatory ESG comparison mechanism so it is possible that ESG rankings offered by various firms differ significantly from one to another. Securities that are considered attractive based on certain ESG factors often weight environmental, social, and governance factors differently resulting in security or sector concentrations. ESG investing typically fails to consider other important investment concepts such as industry competitiveness, growth potential, financial conditions, or stock valuations. ESG strategies often perform differently than other strategies without ESG parameters given their dual mandate of delivering performance and compliance with stated ESG parameters.
- **Structured Products** – Structured products are securities derived from another asset, such as a security or basket of securities, an index, a commodity, a debt issuance, or foreign currency. Structured products frequently limit the upside participation in the reference asset. Structured products are senior unsecured debt of the issuing bank and subject to the credit risk associated with that issuer. The credit risk exists whether or not the investment held in the account offers principal protection. The creditworthiness of the issuer does not affect or enhance the likely performance of the investment other than the ability of the issuer to meet its obligations. Any payments due at maturity are dependent on the issuer’s ability to pay. In addition, the trading price of the security in the secondary market, if there is one, can be adversely impacted if the issuer’s credit rating is downgraded. Some structured products offer full protection of the principal invested, others offer only partial or no protection. Investors generally sacrifice a higher yield to obtain the principal guarantee. In addition, the principal guarantee relates to nominal principal and does not offer inflation protection. An investor in a structured product never has a claim on the underlying investment, whether a security, zero coupon bond, or option. There can be little or no secondary market for the securities and information regarding independent market pricing for the securities can be limited. This is true even if the product has a ticker symbol or has been approved for listing on an exchange. Tax treatment of structured products can be different from other investments held in the account (e.g., income may be taxed as ordinary income even though payment is not received until maturity). Structured CDs that are insured by FDIC are subject to applicable FDIC limits.
- **Structured Notes** – Structured notes are unsecured debt obligations of the issuer (usually a large investment bank) that also employ an embedded derivative feature. This means they combine some of the features and risks of debt, as well as some of the features and risks of derivatives. The issuer is obligated to make payments on the notes as promised, which can include repayment of principal at specified amounts, as well as identified returns beyond principal, depending on the terms of the specific structured note. Investors are subject to credit risk in the event of default by the issuer, and could lose their principal or the stated return. Structured note returns are usually related to the performance of some linked asset or index. Depending on what the linked asset or index is, the market risk of the structured note can include changes in equity or commodity prices, changes in interest rates or foreign exchange rates, or market volatility. It’s important to understand the terms of the note, especially how upside potential can be capped and the extent to which downside risk is reduced, as well as the costs associated with those features. After issuance, structured notes do not trade regularly and are difficult to value given their complexity. Accordingly, an investor’s ability to trade or sell structured notes in the secondary market is often very limited. Because they’re illiquid, clients should be prepared to hold a structured note to its maturity date, or risk selling the note at what could be a substantial discount to its value if held to maturity.

Structured products typically do not pass through or reinvest any dividend or distribution that is paid to direct holders of the underlying asset. Therefore, if the dividend or distribution on the underlying asset increases, it becomes less attractive to own the structured product as compared to directly owning the underlying asset. This will negatively affect the value of the structured product. Structured notes often have complicated payoff structures that can make it difficult for clients to accurately assess their value, risk and potential for growth through the term of the structured note. Determining the performance of each note can be complex and this calculation can vary significantly from note to note depending on the structure. If a structured note has a call (early redemption) provision and the issuer calls (redeems) it early, investors may not be able to reinvest their money at the same rate of return.

Similarly, the issuer's decision to call the securities early could result in lower returns than originally anticipated. An issuer would usually choose to call the note because doing so is financially beneficial to the issuer, rather than to the investor. The tax treatment of structured notes is complicated and, in some cases, uncertain. For example, it's possible an investor would be required to pay ordinary income taxes prior to the note's maturity. The preliminary prospectus for the structured note will contain a tax summary describing what the issuer reasonably believes are the potential U.S. federal income tax consequences of investing in the product, which is based on advice of their tax counsel. However, it is possible for the IRS to assert a different treatment than is described in the offering documents and for you to be negatively affected.

- **Unit Investment Trusts** – Unit Investment Trusts (“UITs”) involve investment risks that clients should consider before purchasing. UITs that include structured products involve additional complexity. The return of principal in a structured product may depend on the performance of an underlying reference such as an index, security, or basket of securities. These products can experience limited liquidity, valuation uncertainty, and the risk of loss of principal. Market volatility can affect both the value of the UIT and the structured product components. UITs also maintain a fixed portfolio and cannot adjust to changing market conditions. Clients should understand these features may result in performance that differs from traditional investment strategies and are not suitable for all investors.
- **Annuities** – Annuities are technically insurance products, not designed for short-term investing. Their performance can approximate that of equities and fixed income. Common inherent risks in annuities include (i) the risk the insurer will become insolvent (credit risk), (ii) the risk that inflation will be higher than the annuity's guaranteed rate (purchasing power risk), (iii) the risk that funds will be tied up for years with little ability to access them (liquidity risk), and (iv) the risk that surrender penalties will create losses if funds are withdrawn early (surrender risk). Clients should also be aware that certain riders purchased with a variable annuity can limit the investment options and the ability to manage the subaccounts.
- **Registered Index-Linked Annuities** – RILAs expose investors to potential losses due to market downturns, limited upside caps, complex fee structures, and issuer credit risk. While they offer downside protection, losses can still occur beyond buffers or floors. Liquidity restrictions and surrender charges can also limit access to funds when needed.

Other risk factors include:

- **Business Resilience Risk** – Crisis situations such as electrical power outage, fire, bomb threat, pandemics, and inclement weather can disrupt business operations and adversely impact Integrity Alliance, its key service providers and its clients. There can be a negative impact on investors if these events adversely impact the operations and effectiveness of Integrity Alliance or key service providers or if these events disrupt systems and processes necessary or beneficial to the management of accounts. Integrity Alliance has implemented a Business Continuity Plan (“BCP”) that provides a framework for how Integrity Alliance prepares and responds to events that pose a threat to the safety of its employees, facilities, systems, and processes essential for the continuity of business.
- **Cybersecurity Risk** – The digital and network technologies used by Integrity Alliance to conduct its business could be subject to possible incidents that could result in the inadvertent disclosure of confidential or sensitive data about Integrity Alliance or its clients to unauthorized parties. Furthermore, due to Integrity Alliance interconnectivity with third party vendors, service providers, and other financial institutions, Integrity Alliance and its clients could be adversely impacted if any

of them were subject to a cybersecurity event. Integrity Alliance has implemented policies and procedures to safeguard the confidentiality, integrity and availability of its internal data.

- **Artificial Intelligence Risk** – The firm does not use artificial intelligence (“AI”) to construct portfolios or to make recommendations. Certain third-party vendors may use AI within their own systems, and the use of this technology involves risks that clients should understand. AI tools may rely on data that is incomplete or inaccurate, which can result in errors within supporting processes. These tools may not perform as expected and can be affected by model limitations, system interruptions, and other factors. The firm has incorporated controls into its vendor due diligence program to review and monitor the use of AI by service providers. Technology based processes involve uncertainties and are not viewed as a substitute for the firm’s professional judgment and oversight.
- **Model Risk** – Certain products and investment strategies rely on signals and data from various analytical models or software, which sometimes will be proprietary or from third parties. These models and software can be adversely impacted by human or systems errors in mathematical foundations of the models, programming, quality of data and other factors.
- **Technology Risk** – Software and hardware malfunctions or problems can impact certain investment strategies and products.
- **Timing of Implementation Risk** – Integrity Alliance can give no assurance as to the timing of the investment of client accounts or funds generally and/or any changes to client accounts or funds over time, including with respect to asset allocation and investment, the performance or profitability of the client account, not any guarantee that any investment objectives, expectations, or targets will be achieved, including, without limitation, any risk control, risk management or return objectives, expectations or targets.

While this information provides a synopsis of the events that can affect a client’s investments, this listing is not exhaustive. Although our methods of analysis and investment strategies do not present any significant or unusual risks, all investment programs have certain risks that are borne by the investor. Clients should understand that there are inherent risks associated with investing and depending on the risk occurrence, clients can suffer loss of all or part of the client’s principal investment.

The Wealth Solutions, Wealth Solutions SMA, Retirement Ally, Aspire and Paramount Wrap Programs are detailed in a separate Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure. Clients should carefully review the applicable separate Brochure for important additional information regarding the methods of analysis, investment strategies and risk of loss associated with the management of client accounts through those Programs, as well as other important information.

Item 9 – Disciplinary Information

May 5, 2023 – Regulatory Action Initiated by the Financial Industry Regulatory Authority

On May 5, 2023, Integrity Alliance submitted an AWC to FINRA for the purpose of settling alleged rule violations. Integrity Alliance entered into the AWC without admitting or denying the findings and was censured and fined \$30,000 for failing to establish, maintain, and enforce a supervisory system, including written procedures, reasonably designed to supervise the outside brokerage accounts disclosed by its registered representatives.

July 27, 2016 – Regulatory Action Initiated by the Financial Industry Regulatory Authority

On July 27, 2016, Integrity Alliance submitted an AWC to FINRA for the purpose of settling alleged rule violations. Integrity Alliance entered into the AWC without admitting or denying the findings and was censured and fined \$45,000 for utilizing a form for variable annuity purchases that failed to confirm that customers had been fully informed of the material features and fees of variable annuities prior to recommending that they invest in those products and therefore approved solicited variable annuity purchases without adequate information to make reasonable suitability determinations.

November 15, 2024 – Regulatory Action Initiated by Securities and Exchange Commission

On November 15, 2025, the SEC issued an order instituting administrative and cease-and-desist proceedings pursuant to Sections 15(b) and 21C of the Securities Exchange Act of 1934, making findings, and imposing remedial sanctions and a cease-and-desist order (the “Order”) in response to the offer of settlement by Lion Street Financial, LLC (“Lion Street”), an SEC registered broker-dealer which has since merged with the Firm, in which Lion Street did not admit or deny any of the findings in the Order. As part of the Order, Lion Street was censured, ordered to cease-and-desist, and paid disgorgement of \$14,899.55 with prejudgment interest of \$3,683.32 and a civil money penalty of \$135,000 as a result of Lion Street’s failure to comply with Regulation Best Interest in connection with its recommendation of “L Bonds” to six retail customers for whom Lion Street did not have a reasonable basis to believe that the L Bonds were in the customers’ best interest.

Item 10 – Other Financial Industry Activities and Affiliations

Neither Integrity Alliance nor any of its management persons are registered, or have an application pending to register, as a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor.

Brokerage and Insurance Practices –Integrity Alliance is dually registered as both a broker-dealer and investment adviser. Our firm's principal business is that of a securities broker-dealer and certain of our management persons and many of our Advisors are separately licensed as registered representatives under our brokerage registration. Through its registered representatives, Integrity Alliance transacts business in a variety of securities products, primarily in the sales of equities, bonds, mutual funds, and variable products. Most of these products generate compensation in the form of commissions to both the representative and to Integrity Alliance. Integrity Alliance spends approximately 60% of its time on securities brokerage business.

Clients should understand that advisory and brokerage accounts are separate and compensated differently. For advisory accounts, Integrity Alliance and its IARs provide services for an asset based advisory fee only, IARs do not receive commissions on any transactions executed in an advisory account, including transactions executed through Integrity Alliance when it acts as broker-dealer. This applies to all advisory programs and platforms offered by Integrity Alliance. Advisory clients may incur higher transaction charges or execution costs when Integrity Alliance acts as the executing broker, but these charges do not result in commission-based compensation to the IAR. In the same manner, while clients in wrap account programs may pay higher overall program fees compared to paying separately for advisory services and individual transactions, these wrap fees do not provide commission-based compensation to the IAR.

Most Integrity Alliance advisors are also registered representatives of our broker-dealer. In that separate brokerage capacity, these advisors may offer clients brokerage accounts in which transactions are subject to traditional commission charges and no advisory fees apply. Advisors receive commission compensation only when acting in their brokerage capacity and only in connection with brokerage accounts. They do not receive commissions and advisory fees for the same account under any circumstances. Integrity Alliance reviews account activity, trading practices, and fee billing to ensure clients are charged according to the correct account type and that compensation aligns with the capacity in which the advisor is acting.

Integrity Alliance maintains a business relationship with Lion Street Insurance, an affiliated entity that operates as an Outside Insurance Desk ("OID"). Although Lion Street Insurance is under common ownership with Integrity Alliance, it is a separate legal entity that operates independently from the Firm's registered investment adviser and broker-dealer operations. The OID functions as a licensed insurance agency and distribution platform for variable annuities, registered index-linked annuities ("RILAs"), and other registered insurance products issued by unaffiliated insurance companies. When an advisory client elects to implement an insurance or annuity recommendation and the client's IAR is not insurance licensed or appointed, the OID's licensed insurance agents may serve as the agent of record. In these circumstances, Integrity Alliance continues to supervise and manage the client relationship, while the OID provides product support and administrative processing for the insurance transaction. IARs do not receive commissions, trials or any other form of insurance-related compensation. IARs are compensated solely through asset-based advisory fees paid by clients. When an insurance product is issued, the affiliated OID and its licensed agents receive compensation from the issuing insurance company. These payments are separate from, and in addition to, any advisory fees paid to Integrity Alliance. .Because affiliated entities may receive compensation in connection with insurance transactions, a potential conflict of interest exists. Integrity Alliance addresses this conflict through clear disclosure, supervisory oversight, and adherence to its fiduciary obligations to ensure all recommendations are made in the client's best interest. Clients are under no obligation to purchase insurance products through Lion Street Insurance, Integrity Alliance, or any affiliated entity.

Certain IARs of Integrity Alliance are also licensed insurance agents and may sell fixed insurance products, including fixed annuities, life insurance, and related contracts, through insurance agencies that may be affiliated or unaffiliated with Integrity Alliance. An affiliated OID (e.g., Ash Brokerage, Brokers International LTD, Quantum) may be used to facilitate these transactions. While affiliated insurance entities are under common ownership, they are separate legal entities that operate independently from Integrity Alliance's advisory and broker-dealer operations. When acting in their capacity as insurance agents, IARs do so outside their role with Integrity Alliance. These activities are separate and distinct from the investment

advisory services provided by the Firm. Integrity Alliance does not receive any direct or indirect compensation, revenue sharing, or other financial benefit from the sale of fixed insurance products by an IAR and does not supervise, review, approve, or conduct due diligence on any fixed insurance products recommended or sold by an IAR. Any recommendation or sale of a fixed insurance product is made solely in the IAR's capacity as an insurance agent, not on behalf of Integrity Alliance. IARs may receive commissions or other compensation for selling fixed insurance products. This compensation is separate from and in addition to any asset-based advisory fees paid to Integrity Alliance. When an affiliated OID desk or affiliated insurance agency is used, compensation paid to the IAR or the affiliate may be higher than compensation available through non-affiliated channels. As a result, IARs and affiliated entities have a financial incentive to recommend or implement fixed insurance products through affiliated agencies rather than non-affiliated alternatives. This arrangement creates a conflict of interest. Clients are not obligated to purchase any insurance product recommended or offered by an IAR and may obtain comparable products from any other licensed insurance agent or agency of their choosing. Clients should carefully consider the potential conflicts of interest described above when evaluating any fixed insurance recommendation made by their IAR.

Unaffiliated RIAs

Certain IARs of Integrity Alliance are also IARs of other unaffiliated registered investment adviser firms. These outside advisory affiliations are considered outside business activities and may create potential or actual conflicts of interest because such individuals may provide advisory services through multiple firms that differ in investment programs, products, services, and fee arrangements. Integrity Alliance reviews, and where appropriate, approves such outside affiliations in accordance with its policies and procedures. If an outside activity involves securities transactions and is approved, Integrity Alliance records and supervises the activity as required. However, Integrity Alliance does not supervise or assume responsibility for the ongoing investment advisory services, advice, or recommendations an IAR provides through an unaffiliated registered investment adviser that are unrelated to approved securities transactions or otherwise outside the scope of Integrity Alliance's supervision. To address these potential conflicts of interest, IARs are required to clearly disclose to clients the capacity in which they are acting and the firm through which advisory services are being provided prior to or at the time of engagement. Clients are encouraged to review the IAR's Form ADV Part 2B Brochure Supplement and the disclosure documents of each advisory firm with which the IAR is associated before engaging in advisory services.

Back Office Support

In addition to its advisory activities, Integrity Alliance provides certain back-office and administrative support services to non-affiliated registered investment advisers. These services can include functions such as fee billing, IAR compensation processing, and general administrative support, for which Integrity Alliance receives compensation.

Financial Services Industry Affiliations

As disclosed at Item 4 of this Brochure, Integrity Alliance is a wholly owned, indirect subsidiary of Integrity, LLC ("Integrity"). As a subsidiary of Integrity, Integrity Alliance is under common ownership and control with several financial institutions (referred to collectively as the "Related Companies"), including:

- SEC registered investment advisers;
- FINRA member broker-dealers, and;
- Licensed insurance agencies.

As a result of its acquisition by Integrity, Integrity Alliance is now an affiliate of its former owner, Brokers International, LTD. ("BI"). BI is an insurance agency that wholesales disability insurance, long-term care, life insurance and annuities to third-party insurance agents. BI is not registered as an investment advisor or securities broker-dealer. Certain Integrity Alliance Advisors are also employees of BI and/or licensed as insurance agents.

Material Arrangements with Related Company

Integrity Alliance has entered into a sub-advisory agreement and a servicing agreement with Integrity Advisory Solutions, LLC, an SEC registered investment adviser and Related Company, doing business as Integrity Wealth ("IAS" or "Integrity Wealth"). Integrity Alliance uses the Integrity Wealth logo and expects in the future to use references to "Integrity Wealth" generally to refer to its business and services for various

marketing purposes.

- Sub-advisory Agreement – Pursuant to a sub-advisory agreement, Integrity Alliance makes certain investment programs and model portfolios available to IAS clients. Under this arrangement, IAS investment adviser representatives maintain client relationships, gather information regarding client investment goals and objectives through personal discussions, assist clients in selecting an appropriate program and program portfolio fitting their financial needs and circumstances, and determine whether clients would like to impose reasonable restrictions on investment of their accounts.

For its services as sub-adviser, Integrity Alliance receives a portion of the total advisory fee charged to IAS's clients enrolled in Integrity Alliance-sponsored programs. IAS's clients should refer to IAS's Form ADV, Part 2A Disclosure Brochure for details regarding its services under this arrangement, associated fees and fee sharing with Integrity Alliance.

- Servicing Agreement – Pursuant to a servicing agreement between Integrity Alliance and IAS, IAS will also compensate Integrity Alliance to provide certain back-office, administrative, compliance and operations support functions.

Attorneys

Certain Advisors of Integrity Alliance are separately licensed as attorneys admitted to the bar in one or more states. Certain of these individuals are also affiliated with their own law firms. In their separate capacities as attorneys, these individuals can provide legal advice and services for a fee, which is separate from and in addition to any advisory fees charged to the client by Integrity Alliance. Integrity Alliance does not offset its advisory fees for legal fees paid to these individuals acting in their separate capacities as attorneys or to their law firms.

These Advisors, as appropriate, can offer legal services and/or recommend these law firms to clients in need of legal advice. Clients should note that they are under no obligation to engage these individuals in their separate capacities as attorneys or their law firms when seeking legal advice or considering engaging a law firm. Clients should be aware that the potential for Integrity Alliance's Advisors or their law firms to receive compensation in addition to fees received for providing investment advice through Integrity Alliance creates a conflict of interest that can impair their objectivity when making a recommendation for legal services or when making advisory recommendations that would require the receipt of legal advice to implement (e.g., a recommendation in a financial plan that the client prepare a will or establish an estate plan).

Mitigating Conflicts of Interest

Integrity Alliance endeavors to put the interest of its clients first as part of its fiduciary duty and takes the following steps to address these conflicts:

- Integrity Alliance seeks to identify and disclose to clients the existence of material conflicts of interest, including the potential for Integrity Alliance's supervised persons to earn compensation from advisory clients in addition to Integrity Alliance's advisory fees;
- Integrity Alliance discloses to clients that they are not obligated to purchase recommended services from Integrity Alliance's supervised persons, or companies owned in whole or part by supervised persons of Integrity Alliance;
- Integrity Alliance seeks to collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance and to tailor its investment advice to the client's needs;
- Integrity Alliance requires that its supervised persons provide notice of any outside employment activity so that Integrity Alliance can ensure that any conflicts of interests arising as a result of such activities are properly addressed and disclosed;
- Integrity Alliance periodically monitors these outside employment activities to verify that any conflicts of interest continue to be properly addressed by Integrity Alliance; and
- Integrity Alliance educates its supervised persons regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

Third-Party Investment Advisers

As described in *Item 4 – Advisory Business* and *Item 5 – Fees and Compensation*, Integrity Alliance has formed referral relationships with certain third-party investment advisers and can recommend that clients work directly with third-party investment advisers, as appropriate. When we refer clients to a third-party investment adviser, we will receive a portion of the fee charged by the third-party investment adviser. Therefore, we have a conflict of interest in that we only recommend third-party investment advisers that agree to compensate us by paying us a portion of the fees billed to your account managed by the third-party investment adviser. We seek to address this conflict of interest by disclosing it to you, and by adopting and enforcing policies requiring that recommendations be provided in the client's best interests. In addition, Integrity Alliance seeks to reasonably ensure that referral arrangements entered with third party investment advisers, for which we receive compensation, are structured to meet the provisions of Advisers Act Rule 206(4)-1.

Please refer to *Item 14 – Client Referrals and Other Compensation* for important additional information regarding our referral arrangements with third-party investment advisers.

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

Description of Code of Ethics

All supervised persons of Integrity Alliance must act in an ethical and professional manner. In view of the foregoing and applicable provisions of the Advisers Act, we have adopted a set of enforceable guidelines (“Code of Ethics”), to identify and prohibit certain types of transactions deemed to create conflicts of interest (or the potential for or the appearance of such conflicts), and to establish reporting requirements and enforcement procedures relating to personal trading by Integrity Alliance personnel. Integrity Alliance’s Code of Ethics specifically deals with professional standards, prohibition on insider trading, personal trading, gifts and entertainment, and fiduciary duties, and establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. The goal of our Code of Ethics is to protect the interests of our clients and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with clients. We will provide a copy of our Code of Ethics to any client or prospective client upon request. Please contact us at 877-886-1939 or by email at compliance@integritywealthsolutions.com if you would like to receive a full copy of our Code of Ethics.

Recommendations Involving Material Financial Interest

Under certain circumstances, Integrity Alliance recommends or effects transactions in securities in which we or a related person has a material financial interest. Please refer to *Item 14 – Client Referrals and Other Compensation* for information regarding transaction cost avoidance benefits received by Integrity Alliance, or our Advisors, in connection with wrap fee programs offered by the Firm through the availability of no-transaction fee mutual funds from our approved custodians. Also, Item 14 provides important information regarding revenue-sharing benefits received by Integrity Alliance for its participation in the Pershing FUNDVEST® Program and from a default cash sweep program selected for use in client portfolios custodied with Pershing.

Personal Trading For Supervised Persons

Occasionally, supervised persons of Integrity Alliance buy or sell securities for their own account(s) that they have also recommended to clients. However, any purchase or sale of a security by supervised persons will be subject to the fiduciary duty owed to the client. From time-to-time, Advisors of Integrity Alliance buy or sell securities for themselves at or around the same time as Integrity Alliance’s clients. With respect to Advisor- managed accounts, the Firm’s policy is to place client trades before trading for their own benefit or to trade alongside client trades in an aggregated order and use pro rata, average pricing.

To mitigate or remedy conflicts of interest or perceived conflicts of interest, Integrity Alliance will monitor personal trading activity of the Firm’s access persons for adherence to its Code of Ethics. (Access persons include supervised persons who (i) have access to nonpublic information regarding any clients’ purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any reportable fund; or (ii) is involved in making securities recommendations to clients, or who have access to such recommendations that are nonpublic).

Clients should refer to the disclosures of any sub-adviser, if applicable, regarding its policies concerning the personal trading activity of its supervised persons.

Item 12 – Brokerage Practices

The Custodian and Brokers We Use

Integrity Alliance does not maintain custody of your assets (although we are deemed to have custody of your assets due to certain authority you provide us with respect to your account (see Item 15 – Custody, below). Your assets must be maintained in an account at a “qualified custodian,” generally a broker-dealer or bank.

For the Edge Program and Select Program, clients select from Pershing, Schwab, or Fidelity (each an “approved custodian”), or another qualified custodian. To take advantage of the Schwab Managed Account Program, a client’s account must be custodied with Schwab. Integrity Alliance is independently owned and operated and not affiliated with any of the qualified custodians. As applicable, the assets of alternative investments will typically be held by a custodian selected by the investment’s sponsor.

Clients should consider that only certain of the approved custodians accommodate the investment program recommended by the client’s Advisor. Therefore, clients may pay higher trade execution charges and/or holding costs through the approved custodians than through custodians that have not been approved by Integrity Alliance for investment advisory accounts.

Not all investment advisers restrict or limit the custodians/broker-dealers their clients can use. Some investment advisers permit their clients to select any custodian/broker-dealer of the client’s own choosing.

In addition, with respect to accounts custodied with Pershing, Integrity Alliance will serve as the introducing broker, for which it will receive separate compensation, directly or indirectly. (An introducing broker uses the services of another broker dealer, referred to as a clearing broker, to clear and settle customer trades. The clearing broker, typically, will custody the introducing firm’s customer funds and securities). The potential to receive additional compensation creates a conflict of interest when recommending a custodian for the client’s account. We seek to mitigate this conflict by disclosing it to you, by offering several investment programs, including some that do not require that the client’s account be custodied with Pershing, and by adopting and implementing written policies and procedures reasonably designed to ensure that recommendations are made solely in the client’s best interests after careful consideration of all relevant circumstances, including, among other things, client needs, preferences, goals, and the anticipated total cost of the services to the client.

Also, as disclosed at *Item 14 – Client Referrals and Other Compensation*, for client accounts custodied with Pershing, for which Integrity Alliance acts as executing broker, instructions have been provided requiring Pershing to rebate 12b-1 fees incurred by the Firm’s clients holding mutual funds that charge 12b-1 fees. For client accounts custodied with Schwab, where Integrity Alliance is not the executing broker, Schwab will generally retain any 12b-1 fees charged to Firm clients. These differing approaches will result in client accounts being more costly to maintain when holding mutual funds charging 12b-1 fees at Schwab versus Pershing. Clients should consider the differing treatment of 12b-1 fees by account custodians, including whether the client expects to hold mutual funds in their account, when selecting an investment program that is available from Integrity Alliance only through certain custodians. Please refer to *Item 14 – Client Referrals and Other Compensation* for more information regarding 12b-1 fees.

When we or a TPSA execute a trade with a broker-dealer other than your account custodian, the trade is deposited (settled) into your custodial account. In these instances, the custodian will typically charge you a flat “trade away” or “step-out” fee, in addition to any commissions or other costs you pay to the executing broker-dealer.

To minimize trading costs and leverage certain operational efficiencies, Integrity Alliance requires clients to direct the use of account custodian for executing trades in their account(s). (See “Directed Brokerage” section below.) However, this practice creates a conflict of interest for Integrity Alliance when acting as the introducing broker to client accounts custodied with Pershing. This is because Integrity Alliance will receive compensation, directly or indirectly, for effecting trades in these client accounts, rather than directing the trades to a broker-dealer other than Pershing.

Integrity Alliance seeks to mitigate this conflict by disclosing it, offering alternative investment programs that do not require Pershing custodianship, and adopting written policies and procedures to reasonably

ensure recommendations are made in the client's best interests after carefully considering all relevant circumstances, including client needs, preferences, and anticipated costs of services.

How We Select Custodians

Integrity Alliance does not maintain custody of client assets or direct brokerage transactions. Clients are required to select and maintain an account with a qualified custodian or broker-dealer with which Integrity Alliance has an established master services agreement. Generally, Integrity Alliance can only provide advisory and account management service for accounts held at custodians with which such agreements are in place.

In evaluating and entering into master services agreements with custodians, Integrity Alliance considers a variety of factors which may include:

- Combination of transaction execution services along with asset custody services (generally without a separate fee for custody);
- Capability to execute, clear, and settle trades (buy and sell securities for your account);
- Capabilities to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.);
- Breadth of investment products made available (stocks, bonds, mutual funds, exchange-traded funds (ETFs), etc.);
- Availability of investment research and tools that assist us in making investment decisions;
- Quality of services;
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate them;
- Reputation, financial strength, and stability of the provider;
- Their service level with advisers and clients; and
- Availability of other products and services that benefit us, as discussed below (see "Products and Services Available to Us").

Your Custody and Brokerage Costs

Clients are advised that they typically will incur transaction charges when purchasing or selling securities. For some accounts, the custodian charges you a percentage of the dollar amount of assets in the account in lieu of commissions. Clients enrolled in a wrap fee program, such as Wealth Solutions, Wealth Solutions SMA, Retirement Ally, Aspire or Paramount, generally pay a single fee (or fees) that is considered to cover both advisory fees and most transaction costs. Clients enrolled in the Wealth Solutions, Wealth Solutions SMA, Retirement Ally, Aspire or Paramount Wrap Fee Programs should refer to the separate Form ADV, Part 2A, Appendix 1, Wrap Fee Brochure for information regarding the brokerage practices of those programs.

As discussed above, Integrity Alliance will also receive direct or indirect compensation for acting as executing broker with respect to accounts custodied with Pershing.

Qualified custodians generally earn compensation by charging ticket charges or other fees on trades that they execute or that settle into your account. Integrity Alliance has negotiated these charges and fees with qualified custodians based on our commitment to maintaining a certain level of assets in accounts with them. This arrangement can benefit you because it can result in lower overall trading costs than would otherwise be available. However, it also creates a conflict of interest, as it provides an incentive for us to recommend these custodians to meet the required asset thresholds and to reduce trading costs to you.

Additionally, when using Pershing as a qualified custodian, Integrity Alliance applies a markup to certain Pershing service charges. This means that while Pershing sets the base fee for its services, the amount you pay is higher due to our markup. This practice presents another conflict of interest, as it creates a financial incentive for us to use Pershing's services and to generate additional revenue from these charges.

Products and Services Available to Us from Pershing and its Affiliates

We have entered into an arrangement with Pershing that permits us to receive a portion of the Wealth Solutions and Wealth Solutions SMA Programs platform/program fees assessed. This arrangement and the

associated conflicts of interest are more fully described in *Items 4 and 9* of our Form ADV, Part 2A, Appendix 1, Wrap Program Brochure.

Pershing, through its affiliate, BNY Mellon Advisors, Inc. ("BNY Mellon Advisors"), provides Integrity Alliance with certain model portfolios offered through the Wealth Solutions Program. Wealth Solutions Program client accounts are managed by BNY Mellon Advisors subject to Integrity Alliance's ongoing supervision as discretionary manager.

In addition, the Wealth Solutions SMA Program is built upon the Managed360 Program sponsored and supported by BNY Mellon Advisors, which provides Integrity Alliance with access to a pool of independent investment advisers whose operations are vetted by BNY Mellon Advisors. From this collection of managers, Integrity Alliance selects certain portfolio managers ("Portfolio Managers"), subject to its own due diligence processes, whose advisory services are then made available to clients through the Wealth Solutions SMA Program. As sponsor of the Managed360 Program, upon which the Wealth Solutions SMA Program is based, BNY Mellon Advisors provides certain underlying services, directly or indirectly through affiliates and/or services providers, in connection with the Wealth Solutions SMA Program including, among others:

- reviewing third party investment advisers whose services are made available on the BNY Mellon Advisors platform, and from which list "Portfolio Managers" are selected by Integrity Alliance for inclusion in the Wealth Solutions SMA Program;
- providing Advisors with access to summary information and quantitative information about Portfolio Managers and the investment styles provided by the Portfolio Managers;
- offering services, operational support, and training to Advisors;
- providing an investment proposal generation tool, web-based account setup and account maintenance tools;
- providing account and asset reporting capabilities to Advisors and Integrity Alliance, including access to daily and quarterly investment performance reports;
- initial delivery of a selected Portfolio Manager's Form ADV, Part 2 Brochure and other required disclosures;
- making fee payments to Portfolio Managers, Integrity Alliance, and others, as applicable, and;
- furnishing support services to the Portfolio Managers, including training, daily reporting, resolution and Portfolio Manager notification regarding trading, Portfolio Manager relationship management, Portfolio Manager data set-up assistance within applicable systems, and coordinating account requests submitted by Integrity Alliance.

We also receive some benefits from Pershing that can include, for example, reimbursement to our firm for the expenses related to marketing events, or Pershing can pay the vendors directly. The amounts of those payments vary according to the size of the event and are based on the amount of assets under management we place with Pershing.

The benefits we receive from Pershing include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; and discounts on research, technology, and practice management products or services provided to our firm by third party vendors.

Pershing also pays for business consulting and professional services received by our associated persons. Some of the products and services made available by Pershing benefit our firm and/or associated persons but may not benefit you or your accounts. These products or services can assist our firm in managing and administering client accounts, including accounts not maintained at Pershing. Other services made available by the custodian are intended to help us manage and further develop our business enterprise. The benefits we receive do not depend on the amount of brokerage transactions directed to Pershing, though some do depend on the level of assets we have custodied with Pershing. As part of our fiduciary duty to clients, we endeavor at all times to put the interests of our clients first. You should be aware; however, that the receipt of economic benefits by our firm or our associated persons itself creates a conflict of interest and

can indirectly influence our choice of the custodian for custody and brokerage services. Without limiting the above, our associated persons can attend conferences offered by various vendors and/or wholesalers at a discounted price or no cost.

Products and Services Available to Us from Schwab

Schwab Advisor Services™ (formerly Schwab Institutional) is Schwab's business serving independent investment advisory firms like us. They provide our clients and us with access to its institutional brokerage—trading, custody, reporting, and related services—many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Here is a more detailed description of Schwab's support services:

Services That Benefit You. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services That May Not Directly Benefit You. Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We can use this research to service all or some substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements);
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
- Provide pricing and other market data;
- Facilitate payment of our fees from our clients' accounts; and
- Assist with back-office functions, recordkeeping, and client reporting.

Services That Generally Benefit Only Us. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events;
- Technology, compliance, legal, and business consulting;
- Publications and conferences on practice management and business succession; and
- Access to employee benefits providers, human capital consultants, and insurance providers.

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab can also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab can also provide us with other benefits such as occasional business entertainment of our personnel.

Clients may pay ticket charges higher than those obtainable from other broker-dealers in return for those products and services. Ticket charges and fee structures of various broker-dealers are periodically reviewed to ensure clients are receiving best execution. Accordingly, while Integrity Alliance will consider competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions. Therefore, the overall services provided by the broker-dealer are evaluated to determine best execution.

Clients should consider that only some of the approved trading platforms accommodate the investment strategy recommended by the client's Advisor and that our Advisors are limited in their ability to obtain the best execution price and lowest execution costs for each transaction or the product with the lowest internal expenses. Therefore, clients may pay higher trade execution charges through the trading platforms approved by Integrity Alliance than through platforms that have not been approved by Integrity Alliance as trading platforms for investment advisory accounts.

Not all investment advisers restrict or limit the broker-dealers their clients can use. Some investment advisers permit their clients to select any broker-dealer of the client's own choosing.

Brokerage for Client Referrals

Integrity Alliance does not receive client referrals from third parties in exchange for recommending the use of specific custodians or broker-dealers.

Directed Brokerage

Integrity Alliance generally requires that clients direct the Firm to place trades through the broker dealer custodizing the client's account, or, in the case of accounts custodied with Pershing, through Integrity Alliance, in its capacity as introducing broker dealer to Pershing.

Directing clients to use Integrity Alliance as the executing broker for accounts held at Pershing creates a conflict of interest, as Integrity Alliance will receive separate compensation, either directly or indirectly, for acting as the introducing broker to Pershing. The potential to receive additional compensation creates a conflict of interest when recommending a custodian for the client's account. Integrity Alliance seeks to address this conflict of interest by disclosing it to you, and by making a number of investment programs available to clients, including programs that are offered through custodians other than Pershing. Clients are not obligated to engage Integrity Alliance to provide advisory services through an investment program requiring that the client's account be custodied with Pershing.

Integrity Alliance has evaluated Pershing, whose services will be provided in combination with those of Integrity Alliance, and Schwab, and believes that these entities will provide clients with a blend of execution services, custodial services, and professionalism that will assist Integrity Alliance in meeting its fiduciary obligations to clients. We conduct periodic reviews of these entities and the services each provides to our clients, including a review of our own services as introducing broker in combination with the services provided by Pershing as custodian, and the relative costs of those services, to reasonably ensure that this continues to be true.

In directing the use of a particular broker it should be understood that Integrity Alliance will abide by the client's direction and will not have authority to negotiate commissions among various broker-dealers on a trade-by-trade basis or to necessarily obtain volume discounts, and best execution may not be achieved. In addition, a disparity in commission charges will likely exist between the commissions charged to the client and those charged to other clients whose accounts are custodied with a different broker-dealer.

Clients should note, while Integrity Alliance has a reasonable belief that Integrity Alliance/Pershing and Schwab will be able to obtain quality execution and competitive prices, the Firm will not be independently seeking best execution capability through other broker dealers on a trade-by-trade basis.

Best Execution Considerations

Although clients generally direct brokerage as described above, Integrity Alliance seeks to reduce risks associated with directed brokerage by maintaining a reasonable belief that the brokers used, such as Schwab and Pershing, provide overall execution quality consistent with the Firm's duty to seek best execution under the circumstances. This belief is supported through reviews of execution quality, trade costs, operational performance, and service levels. Integrity Alliance periodically evaluates whether the use of these brokers continues to result in fair and reasonable execution for client transactions compared to available alternatives. These evaluations are designed to help ensure that client trades are executed in a manner that is consistent with Integrity Alliance's fiduciary obligations and commitment to placing client interest first.

Integrity Alliance reserves the right to decline acceptance of any client account for which the client directs the use of a broker dealer other than the client's account custodian, or, in the case of client accounts custodied with Pershing, Integrity Alliance.

Certain investment programs offered by Integrity Alliance require that a client's program account be custodied with certain custodians, which materially limits the client's choice in selecting a directed broker. Not all investment advisers require clients to direct it use a particular broker dealer.

Handling of Trade Errors

Integrity Alliance has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of Integrity Alliance to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on

the specific circumstances of the trade error, the client will not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and any loss resulting from the trade error will be absorbed by Integrity Alliance if the error was caused by the Firm. If the error is caused by the broker-dealer, the broker-dealer will be responsible for covering all trade error costs.

For trade errors occurring in Integrity Alliance/Pershing accounts, Integrity Alliance will retain gains resulting from correcting a trade error that are not retained by the client and in some instances, use such gains to offset overall losses Integrity Alliance incurs from trading errors.

For trade errors that occur in accounts held with brokers or custodians other than Pershing, those firms typically retain any gains realized from correcting such trade errors, rather than passing those gains on to the client. In certain instances, the broker/custodians apply those gains to offset the overall trading error losses incurred by Integrity Alliance.

Block Trading Policy

Transactions implemented by Integrity Alliance for client accounts are generally affected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading, or block trading and is used by Integrity Alliance when we believe such action may prove advantageous to clients. When Integrity Alliance aggregates client orders, the allocation of securities among client accounts will be done on a fair and equitable basis. Typically, the process of aggregating client orders is done to achieve more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently. Under this procedure, transactions will be averaged as to price and will typically be allocated among the Firm's clients in proportion to the purchase and sale orders placed for each client account on any given day.

Notwithstanding the above, a sub-adviser directly managing a client's account will be unable to aggregate trades with those placed in accounts directly managed by a Integrity Alliance Advisor, nor can a Integrity Alliance Advisor aggregate trades placed in accounts they directly manage with those placed by a sub-adviser. Trades entered in the accounts of clients that have directed the use of a particular broker/custodian also can only be aggregated with other client trades placed with the same broker/custodian. Moreover, each sub-adviser will only have the ability to aggregate trades for Firm clients it provides sub-advisory services for. Also, trades will only be aggregated with respect to clients enrolled in the same investment program.

Consequently, the same securities purchased or sold on the same day in multiple client accounts will generally receive different execution prices that are more or less favorable than the prices other clients receive.

As applicable, clients should refer to the disclosures of any sub-adviser to their account(s) for information regarding the sub-adviser's trade aggregation practices.

Implementation of Financial Planning or Consulting Recommendations

Clients are under no obligation to act on the financial planning or consulting recommendations of Integrity Alliance. Certain Integrity Alliance Advisors are also registered representatives of Integrity Alliance in our capacity as a securities broker-dealer. Advisory clients can have commission-based Integrity Alliance brokerage accounts for which Integrity Alliance Advisors serve as registered representative. Registered representatives of Integrity Alliance are required to use the services of Integrity Alliance and its approved clearing broker-dealers when acting in their capacity as registered representatives. Integrity Alliance serves as the introducing broker-dealer. All accounts established through Integrity Alliance as a broker-dealer will be introduced to Pershing, LLC for transaction execution, transaction clearance, and account custodial services.

As a securities broker-dealer, Integrity Alliance has a wide range of approved securities products for which we have performed due diligence prior to our selection. Our registered representatives are required to adhere to these products when implementing securities transactions through Integrity Alliance. Commissions charged for these products may be higher or lower than commissions clients would obtain if transactions were implemented through another broker-dealer.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Advisors conduct annual reviews of client accounts to ensure the continued suitability of the account type for the client's best interests. These reviews assess whether the advisor's or sub-advisor's portfolio management and investment strategies remain aligned with the client's goals, objectives, and reasonable restrictions. The advisor's determination of the initial and ongoing appropriateness of the account type is based on the totality of services provided to the client, not any single service or component of the overall fee.

Additional reviews can be caused by a change in client circumstances or upon client request. Securities held in accounts managed by Integrity Alliance are monitored periodically.

Financial planning services terminate upon presentation of the written plan. Therefore, no reviews are conducted for these accounts. If clients elect to have a review and update to an original financial plan, additional fees will generally be charged and clients may be required to sign a new client agreement.

Statements and Reports

Clients will receive statements at least quarterly from the custodian at which their accounts are maintained. Clients receiving the Financial Planning Service will receive a written financial plan no later than 6 months after signing a Financial Planning Services Agreement.

Item 14 – Client Referrals and Other Compensation

Compensation Received for Client Referrals

Integrity Alliance receives compensation for referring clients to unaffiliated investment adviser firms. The specific services provided, and the terms of the agreement vary by investment adviser. Clients receive a copy of the unaffiliated investment adviser's solicitor disclosure statement and Form ADV Part 2, which detail the referral arrangement and associated fees.

Compensation Received for Third-Party Lender Referrals

The Firm's arrangements with third-party lenders typically ensure that any funds obtained through these lenders remain invested under the Firm's management. This creates a conflict of interest because, by recommending that a client use a third-party lender to finance a purchase or meet other financial needs – rather than liquidating securities managed by the Firm – the Firm and Advisor continue to earn fees based on the full account value, which may not always align with the client's best interests.

Other Compensation and Economic Benefits

Cash Sweep Vehicle

Cash sweep programs allow clients to earn a return on uninvested cash balances by automatically "sweeping" cash balances, such as dividends, incoming cash deposits, and money from sell orders, into a sweep vehicle until such balances are invested or otherwise used to satisfy obligations arising in the account.

Integrity Alliance has selected a default cash sweep program ("Cash Sweep Program") available through Pershing, an affiliate of BNY Mellon Securities Corporation, which will automatically "sweep" available cash balances awaiting investment or reinvestment in eligible client accounts custodied with Pershing into interest bearing deposit accounts offered through participating banks ("Participating Banks") selected by Pershing. Deposits at an individual Participating Bank are covered by FDIC (Federal Deposit Insurance Corporation) insurance up to a maximum of \$250,000 and an aggregate total across Participating Banks of up to \$2,500,000, subject to bank availability. If you have on deposit through the Cash Sweep Program cash that exceeds this amount, the excess amount will not be insured by the FDIC. The FDIC is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. For purposes of calculating the available FDIC coverage at each Participating Bank, cash deposited at a Participating Bank is aggregated with all other deposits held by you outside of the Cash Sweep Program in the same insurable capacity at that Participating Bank. You are responsible for monitoring the total amount of deposits held outside of the Cash Sweep Program at Participating Banks in order to determine the extent of FDIC deposit insurance coverage. You can review the most current lists of Participating Banks in the Cash Sweep Program at <https://www.pershing.com/rates>, and your Advisor can notify you of the applicable bank list for your account. If you wish to designate a Participating Bank as ineligible to receive your funds through the Cash Sweep Program, please contact your Advisor.

Should your cash balance exceed the total aggregate maximum for FDIC coverage within the Cash Sweep Program, any additional free credit balance will be swept into a secondary option selected by Integrity Alliance, or, if no secondary sweep option has been selected, into a default money market mutual fund.

The interest rate available on client deposits in the Cash Sweep Program is equal to the weighted average of the interest rates paid by all Participating Banks on the client's balances, based on current market conditions, less applicable deposit fees, which include fees paid to Pershing and retained by the Cash Sweep Program sponsor/administrator (the "Net Interest Rate Available"). The interest rate you earn through the Cash Sweep Program will be lower than interest rates available to depositors in interest-bearing accounts held directly at a Participating Bank or other FDIC-insured depository institutions, but such institutions could require a minimum amount to establish an interest-bearing deposit account that is maintained outside of the Cash Sweep Program.

Pursuant to an agreement entered into with Pershing, the Net Interest Rate Available on a client's Cash Sweep Program balance(s) is shared between the client and Integrity Alliance. The percentage of the Net Interest Rate Available allocated to each party depends on the value of all the client's Eligible Account(s). Eligible Accounts include IAS accounts custodied with Pershing (introduced by Integrity Alliance),

registered under the same Tax ID Number, and enrolled in the Cash Sweep Program. The Cash Sweep Program includes five tiers based on account value:

- Tier 1 – \$0-\$49,000
- Tier 2 – \$50,000-\$99,999
- Tier 3 – \$100,000-\$499,999
- Tier 4 – \$500,000-\$999,999 and
- Tier 5 – \$1 million and above.

Each tier has a different percentage split of the Net Interest Rate Available between the client and Integrity Alliance. Additionally, there are multiple product options (“A” through “E”) within the Cash Sweep Program, each featuring its own tiered percentage split structure. Product option “A” provides the highest revenue share to Integrity Alliance, while option “E” provides the least. Integrity Alliance has selected product option “A,” which generally results in a lower Net Interest Rate Available to clients compared to the other options.

Under production option “A,” the percentage of the Net Interest Rate Available received by Integrity Alliance ranges from a maximum of 70% for accounts valued under \$50,000 (Tier 1) to a minimum of 10% for accounts exceeding \$1,000,000 (Tier 5). However, Integrity Alliance’s share is capped at 1.30% per tier. If the Net Interest Rate Available exceeds 1.30%, Integrity Alliance’s portion will not surpass this limit, and any remaining amount will be applied to the client’s yield.

For example, if a client’s Eligible Account(s) fall under a tier where the Net Interest Rate Available is split 50/50 and the total Net Interest Rate Available is 3.00%, both the client and Integrity Alliance would typically receive 1.50%. However, due to the 1.30% cap, Integrity Alliance’s portion would be limited to 1.30%, and the client would receive the remaining 1.70%.

This arrangement allows Integrity Alliance to participate in revenue sharing related to the Cash Sweep Program while still ensuring clients receive a portion of the Net Interest Rate Available based on their account tier and the selected product option.

For legacy client accounts held in the Select and Paramount Programs, a different cash sweep vehicle is used under Pershing’s sweep platform. Under this arrangement, the Net Interest Rate Available is subject to a separate revenue share schedule with Pershing in which Integrity Alliance retains a smaller portion of the overall Net Interest Rate Available than described above. The Firm’s share of cash sweep revenue for these accounts is comparatively lower than that received under the primary Cash Sweep Program described above.

Participating Banks do not have a duty to offer the highest rates of return available to participants in the Cash Sweep Program or rates comparable to those offered in money market mutual funds or other cash options. The Net Interest Rate Available will typically fluctuate daily.

Pershing will determine the applicable tier and, therefore, the percentage split of the Net Interest Rate Available between Integrity Alliance and the client each month based on the aggregate value of the client’s Eligible Accounts (“Eligible Account(s) Balance”). Pershing will determine your Eligible Account(s) Balance as of the interest posting date each month and add it to the Eligible Account(s) Balance as of the interest posting date for the prior month, which is then divided by two to determine your average Eligible Account(s) Balance for the period. This average Eligible Account(s) Balance will determine your eligibility for a particular tier for the forthcoming interest period. (Your initial deposit into the Cash Sweep Program will be used to determine the applicable tier for the initial interest period).

Under this arrangement, Integrity Alliance earns revenue on the client’s cash balances in addition to any compensation earned as introducing broker and for acting as investment adviser to client accounts maintained with Pershing. Advisory fees are typically calculated on the value of the client’s account, which includes the value of cash balances held in the account. This means that Integrity Alliance, when acting as investment adviser on a client’s account, earns at least two layers of fees on the same cash balances in these accounts. Also, any percentage of the Net Interest Rate Available that Integrity Alliance receives will reduce the amount of interest you receive on cash balances in your accounts held with Pershing.

The compensation received under this revenue sharing arrangement is retained by Integrity Alliance and is not shared with your Advisor. Your Advisor does not have an additional financial incentive tied to the Cash Sweep Program or other available cash options for your account.

Integrity Alliance's ability to select a default cash sweep program for accounts custodied with Pershing presents a conflict of interest as not all cash options available offer revenue sharing to Integrity Alliance, and some offer lower revenue sharing amounts, for example, as disclosed above, various other products available within the Cash Sweep Program would share less revenue with Integrity Alliance than the product selected by Integrity Alliance. The potential to receive additional compensation creates an incentive to make this decision based, at least in part, on Integrity Alliance's pecuniary interests rather than the best interests of clients. This conflict is partially mitigated for the Select and Paramount Programs, which operate under a different sweep vehicle with a smaller Firm revenue share.

When Integrity Alliance acts as investment adviser to client accounts, this arrangement can also present a conflict of interest by creating an incentive to maintain a higher cash balance within accounts than would otherwise be necessary in order to earn additional compensation from the Cash Sweep Program.

While a cash sweep program using FDIC-insured deposits, such as the Cash Sweep Program, could benefit you, any potential benefit does not eliminate the conflicts of interest that arise.

Notwithstanding any revenue received from the Cash Sweep Program, Integrity Alliance has taken and will continue to take steps to reasonably ensure, evaluate, and monitor on a periodic basis that its use and choices of cash sweep programs, including the Cash Sweep Program, is in the best interest of clients, taking into consideration certain quantitative and qualitative factors, such as:

- the relative interest rates offered by the Participating Banks within the Cash Sweep Program as compared to available alternative cash investments, such as, but not necessarily limited to, money market mutual funds;
- the availability of the maximum FDIC insurance limits to a client based on the client's aggregate invested cash in Participating Banks; and
- the importance of FDIC insurance in view of a client's investment objectives and risk tolerance (based on strategy chosen) as balanced against the quantitative considerations above.

Integrity Alliance will also reasonably seek to ensure that Advisors do not receive compensation from the Cash Sweep Program. Integrity Alliance will also periodically monitor the amount of cash each of its clients has in the Cash Sweep Program, comparing the cash levels maintained to prudent investing standards germane to the strategy selected. Integrity Alliance will document, and maintain in its files, the results of these periodic reviews.

Nonetheless, you should be aware that the Cash Sweep Program (and cash sweep programs, generally) will generate lower yields than other cash alternatives available. Clients are not obligated to use the Cash Sweep Program for their accounts custodied with Pershing and should notify their Advisor if they want to select a different option for the cash held in their account(s), including but not necessarily limited to, a money market mutual fund, or a free credit balance.

Clients should compare the terms of the Cash Sweep Program with those of other available investments for cash, including, among other factors, interest rates, required minimum amounts, and other features, as well as applicable risks, and the relative value the client places on the security of the FDIC insurance provided through the Cash Sweep Program.

Clients should also note that all fees discussed herein are cumulative. For example, funds in a cash sweep program tied to a loan will have two revenue streams for the Firm since the Firm will receive a percentage of the net interest rate based on the amount of client assets held in a cash sweep vehicle (thereby lowering the amount of the interest received by the client), and the Firm will also receive a percentage of revenue generated from the interest payments made by a client to such third-party lender with respect to the applicable loan and/or a percentage of client assets brought to the third-party lender's platform.

Negative Interest Rates: In response to certain extraordinary economic conditions, some foreign countries have implemented a negative interest rate policy to stabilize their economies. Under such a policy, a central bank charges banks a fee to hold reserves, and, as a result, the banks then charge depositors a fee to maintain their deposits. Historically, the U.S. has not adopted policies resulting in negative interest rates, and there is no indication that the Federal Reserve Board plans to adopt such a policy in the future. If, however, such a policy is adopted in the U.S., Program Banks can begin to charge fees to maintain deposits held through bank deposit sweep products, such as the Cash Sweep Program. In such an event, a

fee would be charged for maintaining your deposits at Participant Banks through the Cash Sweep Program. This fee would be in addition to fees received from Participant Banks for their participation in the Cash Sweep Program. Any fees related to negative interest rates would be applied to your Cash Sweep Program balance on a monthly basis for the duration of the negative interest rate period. If applicable, this fee will appear on your periodic account statement.

A money market mutual fund, unlike Participant Bank deposits utilized by the Cash Sweep Program, is not insured or guaranteed by the FDIC or any other governmental agency, and it is possible to lose money in a money market mutual fund.

Money market mutual funds seek to preserve a net asset value of \$1.00, with excess earnings that are generated through interest on portfolio holdings typically distributed to investors in the form of dividend payments. Average annual rates of return from money market mutual funds available as an alternative to the Cash Sweep Program will vary over time and will typically be higher than the interest rate paid on deposits to you through the Cash Sweep Program.

Under stressed market conditions (e.g., which may cause the Federal Reserve Bank to purchase government securities from the market in order to lower interest rates and increase the money supply, also known as “quantitative easing”), however, money market mutual funds may not pay investors any excess dividends or distributions. Under severe market stress, a money market mutual fund may fail to preserve a net asset value of \$1.00 and/or may no longer be a viable business for the fund sponsor, which can force the sponsor to liquidate. As a result of any of these factors, it is possible to lose money in a money market mutual fund.

Uninvested cash held by the Firm as a “free credit balance” in all client accounts is covered by the Securities Investor Protection Corporation (SIPC), a non-profit, non-government, membership corporation, funded by member broker-dealers. SIPC’s coverage protects against the custodial risk (though not against a decline in market value) when a SIPC-member brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000 of which \$250,000 can be in cash per customer under SIPC rules.

Integrity Alliance will earn more money from the revenue sharing arrangement in connection with the Cash Sweep Program than it would if you select a different cash option for your account(s).

You should consider your investment objectives, liquidity needs and risk tolerance in reviewing whether the Cash Sweep Program or another product or approach is appropriate for you with respect to cash balances held in your account(s). If you desire to maintain a large cash position for an extended period of time, you should contact your Advisor to discuss your options.

We urge you to carefully review the detailed information regarding the Cash Sweep Program provided in the *Disclosure Statement and Terms and Conditions* prepared by BNY Mellon Securities Corporation here: <https://www.dreyfus.com/content/dam/im/documents/manual/brochures/did-terms-tiered.pdf>.

Clients have the right to opt out of the default Cash Sweep Program at any time by notifying their Advisor or contacting us at (877)886-1939. Upon opting out, clients can choose from alternative options including (i) leaving cash uninvested in the account without participating in the sweep option, or (ii) selecting a different cash management option offered by the custodian, subject to availability.

Clients should consider that alternative cash management options frequently offer different yields, terms, and protections compared to the default sweep option. Opting out of the default Cash Sweep Program can affect the interest earned on uninvested cash and could impact liquidity or FDIC/SIPC coverage depending on the selected alternative.

Similar to the above, which discusses the revenue share from cash sweeps with Pershing, Advisors may recommend clients hold assets with Stone Castle, an insured deposit platform. Pursuant to an agreement between Stone Castle and Integrity Alliance, Integrity Alliance receives a portion of the fees received by Stone Castle from Integrity Alliance clients. This revenue sharing arrangement creates a conflict of interest because Integrity Alliance is incentivized to have Advisors recommend Stone Castle over other products and accounts that do not share revenue with Integrity Alliance. While each Advisor seeks to make decisions that it believes are in the best interest of its clients, the potential for Integrity Alliance to receive additional compensation creates an incentive to make this decision based, at least in part, on Integrity

Alliance's pecuniary interests rather than the best interests of the client.

NTF Funds and 12b-1 Fees

Approved custodians offer NTF (no-transaction fee) mutual funds, which allows Integrity Alliance and Advisors to select funds that trade without a transaction fee. The availability of NTF mutual funds creates a conflict of interest with respect to any wrap fee program in which Integrity Alliance, or the Advisor, is responsible for transaction charges because the fewer transaction charges that are incurred with respect to the wrap fee account, the more of the wrap fee is retained. At the same time, NTF mutual funds often have higher internal expense ratios than other share classes of the same or other similar funds that could be recommended for the client's account. Integrity Alliance seeks to mitigate this conflict of interest by adopting and implementing a policy requiring that the Firm and Advisors endeavor to recommend the lowest cost share class of mutual funds available to clients under relevant circumstances of the trade in keeping with each client's best interests.

Generally, mutual fund companies offer multiple share classes of the same mutual fund. Some share classes of a fund have higher internal expenses than others, including but not limited to 12b-1 fees, whereas other share classes of the same fund have lower internal expenses, with or without 12b-1 fees. Institutional and investment advisory share classes typically have lower expense ratios, do not charge 12b-1 fees, and are less costly for a client to hold than other share classes that are eligible to purchase in an investment advisory account. Mutual funds that offer institutional share classes, investment advisory share classes, and other share classes with lower expense ratios are available to clients who meet specific eligibility requirements that are described in the mutual fund's prospectus or in its statement of additional information. These eligibility requirements include, but not be limited to, investments meeting certain minimum dollar amount thresholds and accounts that the fund considers qualified, fee-based programs.

The lowest-cost mutual fund share class may not always be available through approved custodians or investment advisory programs. Integrity Alliance strives to recommend the lowest-cost share class for each mutual fund, based on the specific circumstances of the trade. These relevant circumstances can include the share classes offered through the client's account custodian, which may be the lowest-cost option on that platform but not necessarily the lowest-cost across all platforms or situations.

While Integrity Alliance endeavors to use the lowest-cost share class available and periodically reviews client holdings to convert to lower-cost shares, when possible, the Firm cannot guarantee clients will always hold the absolute lowest-cost shares. Clients should discuss the recommended funds and investments with their Advisor, considering factors like expected holding period, investment objectives, risk tolerance, financial situation, trading frequency, and advisory fees. Clients should also inquire about any transaction charges for fund trades, whether higher internal fund expenses will be incurred instead of transaction fees, and the relevant tax implications of the selected mutual fund share class.

Clients should review both the fees charged by the funds and Integrity Alliance investment advisory fees to fully compare and understand the total amount of fees to be paid by the client and, therefore, evaluate the advisory services being provided.

Neither Integrity Alliance nor its Advisors receive 12b-1 fees from mutual fund companies in connection with advisory assets under management. For client accounts custodied with Pershing, for which Integrity Alliance acts as executing broker, instructions have been provided requiring Pershing to rebate 12b-1 fees incurred by the Firm's clients. For client accounts custodied with Schwab, where Integrity Alliance is not the executing broker, Schwab will generally retain any 12b-1 fees charged to Firm clients. These differing approaches will result in client accounts being more costly to maintain when holding mutual funds charging 12b-1 fees at Schwab versus Pershing. Clients should consider the differing treatment of 12b-1 fees by account custodians, including whether the client expects to hold mutual funds in their account, when selecting an investment program that is available from Integrity Alliance only through certain custodians.

Pershing FUNDVEST® Program

Integrity Alliance is a participant in Pershing's FUNDVEST® ticket charge program ("FUNDVEST® Program"), which offers NTF mutual funds and ETFs. ETFs in the FUNDVEST® Program do not have ticket charges.

Pursuant to an agreement with Pershing, Integrity Alliance is also eligible to participate in revenue sharing with respect to certain FUNDVEST® Program mutual funds.

For FUNDVEST® Program mutual funds that do not charge 12b-1 fees, Pershing will share 40% of any service fees received from such funds held by Integrity Alliance client accounts that exceed \$10 million. Integrity Alliance does not receive any share of service fees on the first \$10 million of client assets in the FUNDVEST® Program. (Service fees include all fees other than 12b-1 fees paid directly or indirectly by a FUNDVEST® Program mutual fund). This arrangement creates a conflict of interest in that Integrity Alliance has incentive to recommend NTF mutual funds available through the FUNDVEST® Program in order to reach or exceed this threshold and share in revenue rather than based on the client's best interests.

Integrity Alliance seeks to mitigate this conflict of interest by disclosing it to you, by providing investment advice without regard to the revenue we are eligible to receive under this arrangement, by making a number of investment programs available, including some through custodians other than Pershing, and by adopting written policies and procedures reasonably designed to ensure that Advisors make recommendations in the best interests of clients, and consistent with their investment objectives.

FUNDVEST® Program mutual funds also charge short-term redemption fees of \$50 for liquidations that do not meet required holding periods. Applicable required holding periods generally run from 30 days to 6 months. Clients bear the cost of short-term redemption fees, as applicable. Investment programs and strategies offered by IAS are generally designed to hold investments for longer periods. If a short-term redemption fee is incurred, it is typically the result of an unscheduled client request to withdraw assets after a recently placed trade in the client's account.

Service Fees

Integrity Alliance receives additional compensation in connection with client accounts custodied at Pershing. Under Pershing's Schedule A, service fees for certain account services are set by Pershing and charged directly to client accounts. Integrity Alliance marks up these service fees above the rates set forth in Pershing's Schedule A. The difference between the fee charged to the client and the fee set by Pershing is retained by Integrity Alliance as additional compensation. This practice creates a conflict of interest, as Integrity Alliance has a financial incentive to apply markups to service fees. Integrity Alliance mitigates this conflict by disclosing the fees to clients and ensuring that any fees charged are reasonable in relation to the services provided. Clients are encouraged to review their account statements and our Schedule of Fees and contact us with any questions regarding service fees.

AssetMark Program

For information regarding revenue-sharing arrangements with AssetMark, please see Item 4, Advisory Business.

Benefits Received from Custodians

We receive certain economic benefits from Pershing and Schwab and, in some cases, their affiliates, in the form of the support, products and services made available to us and other independent investment advisers that have their clients maintain accounts with them. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices).

Other Compensation from Product Sponsors

Integrity Alliance, in its capacity as a broker-dealer, may receive revenue-sharing marketing allowance payments from insurance carriers related to the distribution servicing of variable insurance products. These payments are made to Integrity Alliance and not to individual IARs. Although the payments are not shared with IARs, they create a potential conflict of interest because the firm benefits financially when certain carriers' products are sold. The firm manages this conflict through supervision, product review, and policies designed to ensure recommendations are made in the clients' best interests.

Insurance Agency Referrals

Integrity Alliance, in its capacity as an insurance agency, maintains a legacy referral arrangement with American Trust & Savings Bank. Under this historical arrangement, certain Advisors, acting in their separate capacities as insurance agents, referred clients to American Trust & Savings Bank's 401(k)

retirement plan platform. In connection with these referrals, Integrity Alliance receives a portion of the ongoing, percentage-based fee charged to the client by American Trust & Savings Bank. This arrangement is no longer offered to new clients; however, certain legacy accounts continue to generate compensation under the existing terms. As a result, a conflict of interest may exist because Integrity Alliance has an economic incentive to recommend the services of American Trust & Savings Bank over other 401(k) service providers. Clients are not required to use the services of American Trust & Savings Bank.

You should be aware that the receipt of commissions and additional compensation creates a conflict of interest and can affect the independent judgment of your Advisor when making recommendations about annuities and insurance products in general or a particular annuity or insurance product offered by a certain insurance company or through an IMO (independent marketing organization). We seek to address this conflict of interest by disclosing it to you and by adopting and enforcing policies reasonably designed to ensure that Advisors make recommendations solely in each client's best interest.

Transition Assistance

Certain IARs who join Integrity Alliance may receive transition assistance from the Firm. This assistance can include forgivable or repayable loans, bonuses, reimbursement of expenses, marketing support and financial incentives tied to anticipated future business. The amount and type of assistance can vary by individual and circumstances. Transition assistance creates a conflict of interest. An IAR who receives financial incentives to join or remain with Integrity Alliance has an interest in recommending that clients transfer their assets to the Firm and maintain accounts with Integrity Alliance. This interest may not always align with the client's preference for keeping assets at their current financial institution. Integrity Alliance manages this conflict through clear disclosure, supervisory oversight, and ongoing reviews of account recommendations and transfers. Clients are encouraged to evaluate whether transferring accounts is appropriate in light of their investment goals, costs and preferences.

Solicitation Arrangements

Integrity Alliance has entered into arrangements to compensate certain persons (each a "Solicitor" and collectively "Solicitors") for client referrals. Pursuant to a written referral agreement between Integrity Alliance and a Solicitor, the Solicitor agrees to refer prospective clients to Integrity Alliance to participate in our investment management programs. Where applicable, the agreement identifies the roles and responsibilities of the Solicitor, the Advisor and Integrity Alliance and the specific amount of the annual advisory fee to be shared with the Solicitor. This fee compensates the Solicitor for referring clients to us, assisting in the enrollment of clients for participation in our programs, and facilitating communication between us and clients. The annual advisory fee charged to the client will not be affected if the client was introduced or referred by a Solicitor. Through the Solicitors Written Disclosure Document, each client is made aware of the referral agreement prior to or at the time of entering into an advisory contract and acknowledges receipt of a current Integrity Alliance Form ADV Part 2A or appropriate Wrap Fee Brochure.

The advisory fee will be paid monthly for so long as the client maintains an Investment Advisory Agreement with Integrity Alliance and the Solicitor's agreement with Integrity Alliance remains in-force. If at any time either agreement is terminated, the advisory fee payments to the Solicitor will cease.

Sponsorships from Non-Clients

Integrity Alliance is eligible to receive payments or sponsorships from non-clients to support Integrity Alliance sponsored conferences and events in order to gain access to Integrity Alliance's representatives. While Integrity Alliance endeavors at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving such incentives creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

Item 15 – Custody

Custody means holding, directly or indirectly, client funds or securities, or having any authority to obtain possession of them. Under applicable regulatory interpretations, we are deemed to have custody of your assets when you authorize us to instruct the qualified Custodians to deduct our advisory fees directly from your account. Certain clients also have established standing letters of authorization (SLOAs). SLOAs established by clients also results in Integrity Alliance being deemed to have custody as described below. Please note that authorization to trade in a client's account is not deemed by regulators to be custody.

Approved qualified custodians maintain actual custody of your assets. For accounts in which Integrity Alliance is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or a duly authorized independent representative of the client will direct, in writing, the establishment of all accounts and therefore become aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Integrity Alliance or any other source. When clients have questions about their account statements, they should contact their Advisor, Integrity Alliance or the qualified custodian preparing the statement.

Pursuant to an SLOA, a client can instruct their account custodian in writing to accept instructions from Integrity Alliance to direct funds from the client's account to specific accounts of the client ("First Party SLOA") or to third-parties unrelated to Integrity Alliance and its Advisors ("Third-Party SLOA"). Integrity Alliance reviews each SLOA prior to acceptance to ensure it meets the following requirements.

First Party Standing Letters of Authorization.

Under applicable SEC guidance, Integrity Alliance can accept First Party SLOAs without being deemed to have custody if the First Party SLOAs meet the following criteria:

- a. It is authorized by the client.
- b. A copy of the authorization is provided to the qualified custodians.
- c. It clearly specifies the name and account numbers (including ABA routing numbers) on the sending and receiving accounts and the qualified custodian holding each of those accounts.
- d. It identifies the accounts as belonging to the client.

Third-Party Standing Letters of Authorization.

When clients establish Third-Party SLOAs, Integrity Alliance is be deemed to have custody of such clients' funds under applicable federal law. Under applicable SEC guidance, Integrity Alliance can accept such custody without the requirement that it engage an independent public accountant to conduct an annual surprise examination of such accounts if the SLOAs meet the criteria set forth below.

- a. The client provides instructions to the qualified custodian, in writing, which includes the client's signature, the third-party's name, and either the third-party's address or the third- party's account number at a custodian to which the transfer should be directed.
- b. The client authorizes Integrity Alliance, in writing, either on the qualified custodian's form or separately, to direct transfers to the third-party either on a specified schedule or from time to time.
- c. The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.
- d. The client has the ability to terminate or change the instruction to the client's qualified custodian.
- e. Integrity Alliance and its Advisors have no authority or ability to designate or change the identity of the third-party, the address, or any other information about the third-party contained in the client's instructions.

- f. Integrity Alliance maintains records showing that the third-party is not a related party of the Adviser or located at the same address as the Adviser.
- g. The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Integrity Alliance has adopted written policies and procedures reasonably designed to ensure that the Firm seeks to satisfy the above criteria with respect to any client's Third-Party SLOA.

Item 16 – Investment Discretion

As a part of our Investment Management Agreement, accounts are considered discretionary accounts which means we or your Advisor has the authority to buy or sell securities without obtaining your approval prior to each transaction.

You can place reasonable restrictions on the types of investments that are purchased in your Edge Program and Select Program account. You can also place reasonable limitations on the discretionary power granted to your Advisor if the restrictions and limitations are specifically set forth in writing or included as an attachment to the appropriate client agreement. Please note that any restriction or limitation you impose could affect the performance of your account. Discretionary authority remains in place until you or we terminate the relationship.

Item 17 – Voting Client Securities

Integrity Alliance will not vote proxies on behalf of your account. Therefore, it is your responsibility to vote all proxies for securities held in your accounts managed by our Firm.

You will receive proxies directly from your account custodian or investment transfer agent and these documents will not be delivered by our Firm. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact us. Third-party investment managers chosen to manage client assets, however, can vote proxies on behalf of clients. Clients should refer to those investment managers' ADV for more information.

Item 18 – Financial Information

Integrity Alliance does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year.

Finally, Integrity Alliance has not been the subject of a bankruptcy petition at any time.