



## **Lineweaver Wealth Advisors, LLC**

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### **FORM ADV PART 2A BROCHURE**

This brochure provides information about the qualifications and business practices of Lineweaver Wealth Advisors, LLC. If you have any questions about the contents of this brochure, contact us at 216-520-1711. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Lineweaver Wealth Advisors, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Lineweaver Wealth Advisors, LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

## **Item 2 Material Changes**

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

The firm was approved as an investment adviser on November 18, 2014. At this time there are no material changes to be disclosed.

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## Item 4 Advisory Business

### Description of the Advisory Firm

Lineweaver Wealth Advisors, LLC (the "Company" or "LWA") is an Ohio Limited Liability Company, and an SEC registered advisor (CRD No. 173310). The Company was formed on September 17, 2014, and registered as an investment advisor with the Securities and Exchange Commission on November 21, 2014. James S. Lineweaver is the principal owner, President and CEO of the Company. He is also the Manager and Chief Compliance Officer. The Company does not have a parent company or intermediate subsidiaries. Our principal business is to provide investment advisory and financial planning and consulting services to our clients who are typically individuals, banks and thrift institutions, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

Lineweaver Wealth Advisors grows its business with the assistance of its Investment Advisor Representatives ("IAR") by providing professional quality services to its clients. The Company has a relationship with Triad Advisors, Inc. ("Triad"), an unaffiliated Broker-Dealer and Registered Investment Advisor. Triad is a wholly-owned subsidiary of Ladenburg Thalmann Financial Services, a public company founded in 1876. Ladenburg Thalmann & Co. Inc. ("LTCO") is an affiliate of Triad Advisors, a registered broker-dealer, that may act as an underwriter or manager for initial and secondary offerings.

The Company utilizes National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity") as its custodian. Lineweaver Wealth Advisors does not maintain custody of its clients' funds or assets. Fidelity is responsible for maintaining the Company's clients' funds and assets, as well as sending account statements to the firm's clients.

### Types of Advisory Services

Lineweaver Wealth Advisors, LLC provides Financial Planning and Consulting Services and Portfolio Management Services to its clients on a Discretionary and Non-Discretionary basis. Some of the Company's Investment Advisor Representatives are also Registered Representatives ("RR") of Triad Advisors, Inc. ("Triad"), an unaffiliated broker-dealer and registered investment adviser. As Registered Representatives of Triad, they will provide brokerage services to clients and may sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to advisory clients. In their capacity as Investment Advisor Representatives of Lineweaver Wealth Advisors, they will provide investment advisory and financial planning and consulting services. In addition, some of the Company's Investment Advisor Representatives are also licensed to offer insurance products, and may do so to its advisory clients.

### Client Tailored Services and Client Imposed Restrictions

Lineweaver Wealth Advisors, LLC analyzes, constructs, and manages customized investment portfolios based on the particular goals and needs of each client in a manner which takes into consideration facts and information such as: income needs, liquidity requirements investment objectives, time horizons, rate of return objectives, tax considerations, risk tolerance and existing investments. The Company utilizes an array of investment vehicles including, but not limited to: mutual funds, index funds, individual securities, exchange traded funds, money market funds, certificates of deposit, commercial paper, variable life and annuities, U.S. Government debt securities, mortgage-backed securities, municipal bonds, and other fixed-income securities, securities options and futures, certain wrap class alternative investments (such as hedge funds and managed futures funds), partnership investments involving real estate, oil and gas, equipment leasing, cable television, fast food franchising, agriculture, raw land, and alternative energy research/development, real estate investment trusts ("REITs"), leveraged buy outs and coins (numismatics).

## **Financial Planning Services**

Lineweaver Wealth Advisors, LLC provides financial planning and consulting services on an hourly, fixed fee, project, or ongoing basis to its clients. Services may be tailored to the client's needs and may be comprehensive in nature or may only focus on certain areas. Investment Advisor Representatives may provide advice on general issues relating to such topics as financial management, risk management, asset allocation, investment research financial issues relating to divorce or marital issues, estate planning, tax issues<sup>1</sup>, retirement planning, educational funding, goal setting, or other needs identified by the client.

The financial planning process will involve, in part, the following: (a) review of the client's current financial condition; and (b) review of a questionnaire completed by the client that the Investment Advisor Representative uses to assist with generating a report regarding recommendations. The advice may include recommendations for updates and reviews.

The Company offers the following modular financial plans:

- Asset Allocation Report
- College cost Projection
- Estate Plan Review
- Financial Review
- Insurance Needs Analysis
- Portfolio Review
- Retirement Plan Review

The plans are developed by using the recommendations consistent with the client's stated goals and will include a summary of the client's goals, various methods or strategies to be utilized, targeted dates and estimated fees for case implementation.

The Company also offers more detailed plans which may include one or more of the following:

- Broad-based Financial Plan
- Estate Plan
- High-Net-Worth Review

The Company renders advice relative to the following: (1) variable life annuity products and/or (2) individual employer-sponsored retirement plans. For such services, the Investment Advisor Representative will either direct or recommend the allocation of the client's assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The client's assets shall be maintained at either the specific insurance company that issued the variable life/annuity product or at the custodian designated by the sponsor of the client's retirement plan. Investments and service providers relative to Plan offerings are limited to only those available through the respective Plans and are determined by the Plan Sponsor(s).

The client is welcome to implement any recommendations in whole or in part at the financial services firm(s) of their choice. The client's Investment Advisor Representative may suggest that the client work closely with their attorney, accountant, insurance agent, as well as the custodian of their account for implementation of a financial plan. The client is free to use the service provider of their choice for implementation of any advice or recommendations given pertaining to non-securities matters (such as insurance).

When financial planning or consulting services only focus on certain areas, needs, or are otherwise limited, the client should understand that their overall financial and investment needs and objectives may not be considered as a result of time and/or service restraints placed on our services. If the client requires assistance on issues relating to matters outside of investment advisory issues, such as accounting or legal issues, the client should consult their accountant, attorney, or other professionals for advice. When providing plan related services, the advice and recommendations are limited to plan offerings.

Lineweaver Wealth Advisors may also provide, on a limited basis, consultations, advice, research, or projects which relate to subjects which do not involve financial planning. For such services, the Company may charge an hourly, fixed, or project-based fee. The fee is negotiable and will be based upon the time, effort, and complexity of the engagement. The client's Investment Advisor Representative will not participate in any commission, transaction fee, or cost (if any) that may result or be in connection with your use/implementation of the Company's efforts, advice and/or recommendations. In such cases, you are solely responsible for executing the advice or recommendations, in whole or in part.

Financial planning engagements terminate upon the delivery of services and will not include any reviews, follow-ups, or other services. If other services are desired, you are welcome to secure additional or follow-up services via a new or amended agreement with the Company.

Financial plans are based on the client's financial situation at the time the Investment Advisor Representative presents the plan to the client, and on the financial information provided by the client, including the information provided by the client in the questionnaire. The client must promptly notify the Company of any changes to the client's financial situation, circumstances, including but not limited to their goals, investment objectives, risk tolerance, or their needs.

The client is under no obligation to act upon the financial planning recommendations given by the Investment Advisor Representative. Should the client choose to act upon any of the recommendations, the client is not obligated to implement the financial plan through any of the Company's other investment advisory services. Moreover, the client may act on the Company's recommendations by placing securities transactions with any brokerage firm.

***See Item 5 - Fees and Compensation for Financial Planning and Consulting Fees.***

### **Portfolio Management Services**

Lineweaver Wealth Advisors, LLC provides portfolio management services to its clients on a discretionary and non-discretionary basis. Portfolio management services consist of giving continuous advice to the client about the investment of funds on the basis of the client's individual needs and objectives. The asset allocation of the client's assets will be structured to follow the recommended asset allocation model within their financial plan. In the case when a financial plan has not been constructed, the recommended asset allocation will be determined from an in-depth profile and interview with the client regarding their goals, current financial condition, timeline, and risk appetite. A single investment may be enough to fulfill a client's goals and objectives, provided that the investment is suitable and all factors that the client has disclosed to us have been taken into consideration.

If the client retains the Company for portfolio management services, an Investment Adviser Representative of the Company will meet with the client to determine their financial situation, investment objectives, risk tolerance, time horizon and other relevant suitability information.

The suitability information gathered is used to develop a strategy that enables the Company to provide continuous and focused investment advice and to make investments on the client's behalf. Should the client only desire to utilize limited services of the Company, the Investment Advisor Representatives may tailor services to focus only on certain portfolio components, depending upon the client's desires as well as the nature of the engagement. It is important for the client to understand that comprehensive investment needs and objectives may not be fully considered or met due to their option to receive limited services and/or the lack of information or disclosures received from the client.

As part of the Company's portfolio management services, the client's Investment Advisor Representative will customize an investment portfolio for the client pursuant to the client's stated investment objectives, needs, time horizon, and risk tolerance. Once the Investment Advisor Representative constructs an investment portfolio for the client, the Investment Advisor Representative will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in the market conditions, as well as changes in the client's financial circumstances.

If the client chooses to participate in the Company's portfolio management services on a Discretionary basis, the client will be required to grant Lineweaver Wealth Advisors, LLC discretionary authority to manage their account. Discretionary authorization will allow the Company to determine the specific securities, and the amount of securities, to be purchased or sold for their account without the client's prior approval of each transaction. Discretionary authority is granted by the client when they execute an Investment Management Agreement for Discretionary Accounts. Authority may be limited by providing the Company with the client's restrictions and guidelines in writing. Such restrictions/guidelines may affect the composition and performance of the client's portfolio and/or the Company's ability to meet your investment objectives.

If the client chooses to participate in the Company's portfolio management services on a Non-Discretionary basis, the Investment Advisor Representative will contact the client prior to executing any transactions. The client will be required to execute an Investment Management Agreement for Non-Discretionary Accounts. The Company plans to have a relationship with Fidelity Investments as its custodian to maintain its clients' assets and funds.

### **Recommendation of Third-Party Investment Advisers**

As part of the Company's investment advisory services, we may recommend that you use the services of a third-party investment advisor ("TPIA") to manage your entire, or a portion of your, investment portfolio. After gathering information about your financial situation and objectives, we will recommend that you engage a specific TPIA or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the TPIA's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. The client's Investment Advisor Representative will periodically monitor the TPIA's performance to ensure its management and investment style remains aligned with your investment goals and objectives.

When recommending the services of TPIAs, the client's Investment Advisor Representative will provide the client with the TPIA's brochure and compensation disclosure document. Certain TPIAs require minimum portfolio conditions as outlined in each TPIA's disclosure brochure. The client is never under any obligation to engage the services of any TPIA that the Company recommends.

If the client chooses to utilize the services of a TPIA based on the Company's recommendation, Lineweaver Wealth Advisors will share in the fee charged by the TPIA, which may include performance based fees. The Company's compensation may differ depending upon the individual agreement we have with each TPIA. As such, a conflict of interest may arise where our firm or our Associated

Persons may have an incentive to recommend one TPIA over another TPIA with whom the Company has more favorable compensation arrangements or other advisory programs offered by TPIAs with whom we have less or no compensation arrangements.

Advisory fees that the client pays to the TPIA are outlined in the TPIA's disclosure brochure. These fees may or may not be negotiable. The Company recommends that the client review the recommended TPIA's disclosure brochure and its fees in addition to Lineweaver Wealth Advisor's fees when determining the total amount of fees when using a TPIA.

Should the client decide to utilize a TPIA, the client will be required to sign an agreement directly with the recommended TPIA(s). The client may terminate their advisory relationship with the TPIA according to the terms of their agreement with the TPIA. The client should review each TPIA's disclosure brochure for specific information regarding the termination of their advisory relationship and its agreement with the TPIA, and how to receive a refund if applicable. The client should contact the TPIA directly for any questions regarding the advisory agreement with the TPIA.

The TPIAs are responsible for the specialized portfolio management, portfolio reporting services, best execution review, quarterly reporting, trade error resolution, custodial reconciliations, and implementations of trades within their respective programs.

#### **See Item 5 - Fees and Compensation for Portfolio Management Services Fees.**

#### **Termination of Advisory Contract**

The Investment Advisory Agreement for Portfolio Management Services may be terminated by the client without penalty within the first five (5) business days of its execution. Lineweaver Wealth Advisors, LLC will not impose start-up, closing, or penalty fees in connection with an account; however, the custodian may charge some or all of these fees. Lineweaver Wealth Advisors, LLC's fees do not include variable life and annuity contracts, or hedge funds. Some other types of assets would also be subject to additional advisory and other fees/expenses, which are described in the prospectuses of those investments and paid by the investments, but ultimately borne by the investor. Upon termination of the Advisory Contract, fees will be refunded on a pro-rated basis.

#### **General Disclosure Regarding ERISA and Qualified**

The following disclosure is directed to clients of Lineweaver Wealth Advisors, LLC that are (i) a pension or other qualified employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) a tax-qualified retirement plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code.

It is the client's responsibility to ensure that Lineweaver Wealth Advisors, LLC and the Company's Investment Advisor Representatives have been furnished complete copies of all documents that establish and govern the Plan evidencing client's authority to retain Lineweaver Wealth Advisors, LLC as an Investment Advisor. Clients must promptly furnish to Lineweaver Wealth Advisors, LLC any amendments to the Plan and if any amendment affects the rights or obligations of Lineweaver Wealth Advisors, LLC, such amendment shall be binding on Lineweaver Wealth Advisors, LLC and the Company's Investment Advisor Representative only when agreed to by Lineweaver Wealth Advisors, LLC and its Investment Advisor Representative in writing.

Clients must maintain appropriate ERISA bonding coverage for their managed account(s) and must include within the coverage of the bond Lineweaver Wealth Advisors, LLC, Lineweaver Wealth Advisors, LLC Investment Advisor Representatives and their personnel as may be required by law.

Lineweaver Wealth Advisors, LLC's Investment Advisor Representatives, and in their separate capacity as Registered Representatives of Triad Advisors, Inc. ("Triad"), and acting in full compliance with the Triad and Lineweaver Wealth Advisors, LLC compliance policies and procedures, may retain a portion of the commissions charged to the client as registered representatives of Triad. These commissions may include mutual fund sales loads, 12b-1 fees and surrender charges, variable annuity fees and surrender charges and IRA and qualified retirement plan fees. When managing ERISA and qualified accounts, the Lineweaver Wealth Advisors' Investment Advisor Representative must lower or offset the management fee by the amount of the 12b-1 fees and other commissions received in the event such types of compensation are received by the Lineweaver Wealth Advisors' Investment Advisor Representative in his/her individual capacity and as a Registered Representative of Triad.

Lineweaver Wealth Advisors' Investment Advisor Representatives in the capacity as Registered Representatives and/or Registered Principals with Triad Advisors, Inc. may sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to advisory clients. Lineweaver Wealth Advisors' Investment Advisor Representatives as Registered Representatives of Triad may suggest that advisory clients implement investment advice by purchasing securities products through a commission-based Triad account in addition to an advisory account. In the event investment advisory clients elect to purchase these products through Triad, Triad and the client's Lineweaver Wealth Advisors' Investment Advisor Representative, in the capacity as a Triad Registered Representative, will receive the normal and customary commission compensation in connection with the specific product purchased. This may present a conflict of interest, as it may give the Triad Registered Representative an incentive to recommend investment products on the compensation received, rather than on the clients' needs. Lineweaver Wealth Advisors, LLC does not require its Investment Advisor Representatives to encourage clients to implement investment advice through Triad or its affiliated or unaffiliated companies. Clients of Lineweaver Wealth Advisors are free to implement investment advice through any broker-dealer or product sponsor they choose. However, clients should understand that due to certain regulatory constraints, Lineweaver Wealth Advisors' Investment Advisor Representatives, in the capacity as dually Registered Representatives must place all purchases and sales of securities products in commission-based brokerage accounts through Triad or other approved institutions.

### **Other Products and Services**

Lineweaver Wealth Advisors, LLC engages in activities as an Investment Advisor registered with the Securities and Exchange Commission, as well as providing notice filings with various State Divisions of Securities. The Company has a relationship with Triad Advisors, Inc., a non-affiliated broker-dealer and investment advisor. Triad Advisors, Inc. is a wholly-owned subsidiary of Ladenburg Thalmann Financial Services, Inc. which is a full service financial company. This full service financial company has programs that are offered by Triad through Ladenburg Thalmann Asset Management ("LTAM") and Ladenburg Thalmann & Co., Inc. ("LTCO"), affiliates of Triad Advisors. LTCO is also a registered broker-dealer and may act as an underwriter or manager for initial public offerings ("IPOs"), secondary offerings and special purpose acquisition company transactions. Triad currently offers third-party programs to clients. Certain programs are sponsored by LTAM or by unaffiliated managers.

Lineweaver Wealth Advisors' principal executive officer, James S. Lineweaver and some of its Investment Advisor Representatives ("IAR") are Registered Representatives ("RR") of Triad Advisors, and in their individual capacity as Registered Representatives of Triad, they receive commissions as compensation for securities transactions to its advisory clients. Clients may purchase securities through broker-dealers in initial public offerings, secondary offerings and special purpose acquisition company transactions, and the RR of Triad will receive compensation equal to either all or a portion of the "gross spread". Triad may also receive a portion of the gross spread as a member of the selling

syndicate. If the client is also an advisory client of the Company, the advisory fee is not reduced to offset this compensation. The amount of the gross spread is described in the relevant prospectus, offering circular or official statement.

Some of these same individuals in their individual capacities are also licensed agents for various insurance companies. As such, these individuals will be able to receive separate, yet customary commission compensation resulting from implementing product transactions on behalf of advisory clients. Clients are under no obligation to engage these individuals in their capacity as a registered representative or as an insurance agent while executing their advisory recommendation. The implementation of any or all recommendations is solely at the discretion of the client. Lineweaver Wealth Advisors, LLC does not offer insurance products as part of its activities or services as a Registered Investment Adviser.

### **Seminars**

From time to time, Investment Advisor Representatives may hold seminars. These seminars may include, but are not limited to, presentations on general investments, insurance or financial planning strategies. The Company may charge a fee to those in attendance, not to exceed one hundred dollars (\$100.00) per attendee. In such cases, our refund or cancellation policy will be clearly outlined in the invitation or announcement. Attendees are welcome, but are never under any obligation to utilize the Company's other services.

Lineweaver Wealth Advisors, LLC's business does not include acting as an investment company as defined by the Investment Company Act of 1940.

### **Types of Investments**

The Company does not primarily recommend one specific type of investment over another as each client has their own investment objectives, risk tolerance, time horizons, needs and goals. The Company may recommend investments in mutual funds, index funds, individual securities, exchange traded funds, money market funds, certificates of deposit, commercial paper, variable life and annuities, U.S. Government debt securities, mortgage-backed securities, municipal bonds, and other fixed-income securities, securities options and futures, certain wrap class alternative investments (such as hedge funds and managed futures funds), partnership investments involving real estate, oil and gas, equipment leasing, cable television, fast food franchising, agriculture, raw land, and alternative energy research/development, real estate investment trusts ("REITs"), leveraged buy outs and coins (numismatics).

Additionally, the Company may advise the client on any type of investment that they deem appropriate based upon the client's stated goals and objectives. The Company may also provide advice on any type of investment held in their portfolio at the inception of the Company's Advisory relationship.

### **Wrap Fee Programs**

Lineweaver Wealth Advisors, LLC does not currently engage in a wrap fee program, but may choose to do so at a later date. By definition, a wrap-fee program bundles or wraps investment advice, custody and execution services under one contract for a single fee. Generally, these programs involve one or more investment advisors and a broker-dealer that provides the client with portfolio management and asset-allocation services, maintains custody of the client's funds and securities and executes the client's securities transactions. The cost for this is a flat annual fee based on the amount of assets under management (in contrast to separate fees for each transaction), and the price includes brokerage commissions based on the amount or type of securities transactions executed for a given account.

## **Amount of Assets Under Management**

As of March 10, 2015, we provide continuous management services for \$192,680,057 in client assets on a discretionary basis.

## **Item 5 Fees and Compensation**

Lineweaver Wealth Advisors, LLC charges a management fee on each account for the management services outlined in this brochure, which may be charged as a percentage of the assets under management for portfolio management services, as an hourly, fixed fee, project, or ongoing basis for financial planning and consulting services. Lineweaver Wealth Advisors, LLC shall not be compensated on the basis of a share of capital gains, capital appreciation of the funds or any portion of the funds of the client. No fee adjustment will be made for additional contributions or for account appreciation or depreciation within a billing period. The information provided below outlines the Company's fees and compensation.

### **Fee Schedule**

#### **Portfolio Management Services Fees**

The Company's fee for non-wrap portfolio management services is based on a percentage of the client's assets the Company manages and is set forth in the following fee schedule:

<i>Assets Under Management</i>	<i>Maximum Annualized Fee</i>
\$20,000 - \$500,000	2.50%
\$500,001 - \$750,000	2.00%
\$750,001 - \$1,000,000	1.75%
Over \$1,000,000	1.50%

The Company's fee is billed and payable monthly in advance. The fee is based on the value of the client's account as of the last business day of the previous month. Advisory fees may be waived or offset if the Company and/or the Company's affiliates receive commissions on the purchase, sale, exchange, conversion and, otherwise, trade of assets held in the client's account that are equal or greater than the annual advisory fee. Investment Advisor Representatives, in their discretion, may provide services without charging advisory fees to certain clients, which may include but are not limited to family members and charitable organizations.

In the Investment Advisor Representative's discretion, the Company may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, the Company may combine account values for the client and the client's minor children, joint accounts with the client's spouse, and other types of related accounts.

The Company's fee will be deducted directly from the client's account by the qualified custodian holding the client's funds and securities, or the Company will invoice the client directly. The Company will deduct the advisory fee only when the client has given their written authorization permitting the fees to be paid directly from their account by the qualified custodian. Further, the qualified custodian will deliver an account statement to the client at least quarterly. The account statements will show all disbursements from the client's account. It is the client's responsibility to verify the accuracy of fee calculations, and the qualified custodian will not determine whether the fee has been properly calculated.

### **Financial Planning and Consulting Services Fees**

The Company's fees for financial planning and consulting services are negotiable based upon the time and effort required and/or the nature and complexity of services. The Company's hourly fee ranges from a fee for staff time that may be billed at thirty-five dollars (\$35.00) per hour to a fee of three hundred dollars (\$300.00). As a guide for determining the hourly rate for project based fees, the Company considers the amount of time, effort, and complexity of services being provided to the client.

For other services that do not involve general consulting or planning, the Company will charge a fee not to exceed one percent (1%) of the estimated total asset size in connection with the services provided.

For modular financial plans, the Company charges a maximum of seven hundred fifty dollars (\$750.00) per plan. For more comprehensive plans, fees will be determined on a case by case basis based upon the scope and complexity of the plan.

The Company may charge additional fees for follow-up or ongoing services depending upon the nature and complexity of the services requested in addition to the scope of the engagement. In such cases, the Company will charge an hourly or project-based fee.

The company may require a deposit equal to one half (1/2) the proposed fee with the balance due upon completion of the services rendered. In the event the Client's circumstances change during the course of providing services such that new advice, recommendations or research is required or the Investment Advisor Representative is required to re-work the advice, recommendations or other services, additional fees may apply. The company will not engage in additional services that result in fees without the client's prior approval.

At the discretion of the Investment Advisor Representative, financial planning and consulting fees may be offset, in whole or in part, if the client decides to implement the plan by purchasing securities or insurance through the Investment Advisor Representative acting in his/her capacity as a Registered Representative or licensed Insurance Agent.

The financial planning Letter of Engagement may be canceled at any time, by either party, for any reason, upon written notice to the other party, as provided in the Letter of engagement. In the event of termination, the client will be charged for the portion of the work performed and/or if the client has paid fees in advance which the Company has not earned, the client will receive a pro-rated refund. Otherwise, except for ongoing service agreements, the agreement automatically terminates upon the completion of the services rendered.

### **Compensation for the Sale of Securities or Other Investment Products**

#### **Securities**

Lineweaver Wealth Advisors, LLC has a relationship with Triad Advisors, Inc., an unaffiliated broker-dealer and investment advisor. Some of the Company's Investment Advisor Representatives ("IAR") are also Registered Representatives with Triad. In the individual's capacity as Registered Representatives, these individuals receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products ("mutual funds"). As Registered Representatives of Triad, they receive compensation for securities transactions in initial public offerings, secondary offerings and special purpose acquisition company transactions in an amount equal to either all or a portion of the "gross spread". Compensation earned by these individuals in their capacities as Registered Representatives is separate and in addition to the compensation paid by the Company to its Investment Advisor Representatives for their services to its advisory clients. The advisory fees received by the IAR are not reduced to offset the compensation

paid by the broker- dealer. This practice presents a conflict of interest because persons providing investment advice on behalf of the Company who are also registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the client's needs. When suitable, the Company generally recommends no-load mutual funds for advisory accounts. The client is under no obligation, contractually or otherwise, to buy or sell securities products through any person affiliated with Lineweaver Wealth Advisors, LLC. Fees may be discounted at the discretion of Lineweaver Wealth Advisors, LLC.

### **Insurance**

In addition, some of the Investment Advisor Representatives are also licensed insurance agents and can sell insurance products (i.e., life, health, and long-term care products) and receive compensation. Investment Advisor Representatives of the Company that are also Registered Representatives of Triad Advisors, Inc., as well as insurance agents will earn commission from selling insurance to the Company's advisory clients. Insurance commissions earned are separate and in addition to the Company's advisory fees or commissions that are earned as Registered Representatives of Triad. This practice presents a conflict of interest because persons providing investment advice on behalf of the Company who are insurance agents have an incentive to recommend insurance products to the client for the purpose of generating commissions rather than solely based upon the client's needs. The client is under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with Lineweaver Wealth Advisors, LLC.

### **Payment of Fees**

*Please refer to Item 5.A.,page 6*

### **Other Types of Fees**

Clients are Responsible for Third-Party Fees including but not limited to those listed below, as well as IRA termination fees. Some custodians of broker-dealers for the accounts of clients in Lineweaver Wealth Advisors, LLC may charge maintenance, or transaction fees that are separate from the advisory fees charged by Lineweaver Wealth Advisors, LLC for its advisory services. The custodian of the client's account, which may be a mutual fund or insurance company, may provide confirmations with each transaction and statements either monthly or quarterly. Any transfer fees, transaction fees, redemption fees, sales loads, wiring fees, etc. charged against an account are separate from the Lineweaver Wealth Advisors, LLC's management fees, and will be deducted from the client's account by the custodian.

### **Prepayment of Fees**

Fees are paid monthly in advance. The fee is based on the value of the client's account as of the last business day of the previous month. Advisory fees may be waived or offset if the Company and/or its affiliates receive commissions on the purchase, sale, exchange, conversion and, otherwise, trade of assets held in the client's account that are equal or greater than the annual advisory fee. Lineweaver Wealth Advisors, LLC does not require the prepayment of more than \$1,200 in fees per client, six months or more in advance. In the event of the termination of the Investment Management Agreement and the client has paid fees in advance which the Company has not yet earned, the client will receive a pro-rated refund.

### **Outside Compensation for the Sale of Securities to Clients**

*Please refer to Item 5.A.,page 6.*

## **Item 6 Performance-Based Fees and Side-By-Side Management**

Lineweaver Wealth Advisors, LLC does not accept nor charge performance-based fees, which are fees based on a share of capital gains or capital appreciation of the assets in a client's account or any portion thereof. However, certain Third-Party Investment Advisors ("TPIAs") we recommend may charge performance based fees, which fee we may share in. Performance-based fees are based on a share of capital gains or capital appreciation of a client's account. Investment Advisor Representatives may have an incentive to recommend TPIAs who charge performance based fees over others who do not charge performance based fees. The client should refer to the TPIA's disclosure brochure for further information on any performance based fees the TPIA may charge and the conflicts of interest presented.

## **Item 7 Types of Clients**

Lineweaver Wealth Advisors, LLC offers investment management and financial planning and consulting services to individuals, banks and thrift institutions, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

In an account that is subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), Lineweaver Wealth Advisors, LLC acknowledges that it is a fiduciary within the meaning of the Act, and the ERISA Client is a named fiduciary with respect to the control or management of the assets in the Account. In each instance, the Client will agree to obtain and maintain a bond satisfying the requirements of Section 412 of ERISA and include the Company and its principals, agents, and employees under those insured under that bond and will deliver to the Company a copy of the governing plan documents. If the account assets for which the Company provides services represents only a portion of the assets of an employee benefit plan, the Client will remain responsible for determining an appropriate overall diversification policy for the assets of such plan. For portfolio management services, Lineweaver Wealth Advisors requires a minimum account size of twenty thousand dollars (\$20,000) for accounts maintained at Fidelity. At the Company's discretion, the minimum account size may be waived. The Company may combine account values for the client and their minor children, joint accounts with the client's spouse, and other types of related accounts to meet the stated minimum. In addition, TPIAs may impose their own account minimums.

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

### **Methods of Analysis and Investment Strategies**

The Company's Investment Advisor Representatives ("IARs") work directly with the client to evaluate their stated financial needs and investment objectives. The IAR will meet with the client and gather pertinent information needed to measure a client's stated risk tolerance, time horizon, goals, financial needs and investment objectives by interviewing the client and obtaining the required information. This information will determine the suitability of an investment plan or portfolio to best fit the client's profile.

Investment strategies may be based upon a number of concepts and determined by the type of client. IARs each provide individualized advisory services to their clients. IARs' investment advisory strategies may range from speculative to conservative, each designed to meet the varying needs of and within the direction set forth by the client. IARs will determine a portfolio best suited to the client's needs after the client has defined their investment objectives, risk tolerance, and time horizons, and have approved the selection.

IARs generally follow a portfolio construction and review process and generally look to the long-term when developing advice and recommendations based upon information provided by the client. There are two parts to the Company's portfolio management process: individual security selection, and the asset allocation process.

The IARs will generally start with a review of all investments that may be suitable and then review each individual asset class seeking investments that may possess the following characteristics: Peer group relative performance, manage tenure, investment process, investment style, and other performance measures. IARs review these investment characteristics on a periodic basis for changes in investment management personnel, poor performance on a relative basis, and any changes in investment style.

Following a specific security selection, IARs may create allocations to specific asset classes that they believe carry acceptable risk and return characteristics. The IARs will then seek to optimize the allocation among each asset class in an effort to maximize the level of return assuming a certain level of risk for each portfolio. Portfolio models may be utilized which are designed to target specific degrees of investment risk, ranging from conservative to aggressive. IARs generally conduct portfolio reviews on a quarterly basis to ensure adherence to the risk objective for each portfolio. IARs may also utilize asset allocation software and historical performance modeling software.

As noted in the advisory business section of this brochure, the Company may recommend the services of TPIAs who may offer various investment platforms. Where the IAR is managing the client's assets, he/she will monitor the TPIAs investment strategies, past performance and risk results extent available. The methods of analysis and investment strategies of TPIAs are disclosed in the respective TPIA's brochure.

IARs have access to the TPIAs and can consult with the due diligence staff on various investments including mutual funds, limited partnerships, variable annuities, and asset managers.

For Financial Planning Services, IARs generally look to long-term investing. After the IAR evaluates the client's short-term cash needs and emergency funds, he/she can design investment and insurance strategies to assist the client in achieving their stated goals and objectives.

Investing in securities involves risk of loss that clients should be prepared to bear. Lineweaver Wealth Advisors, LLC may use one or more of the following methods of analysis or investment strategies when providing investment advice to clients:

- **Charting Analysis** - Chart Analysis is a technical analysis that reviews the overall trend, previous lows below the current price, previous highs above the current price, momentum, buying and selling pressure, and relative strength.
- **Fundamental Analysis** - Fundamental Analysis involves the analysis of financial statements, the financial stability of companies, and/or the analysis of management or competitive advantages.
- **Technical Analysis** - Technical Analysis is the forecasting of future financial price movements based on an examination of past price movements. This does not result in absolute predictions about the future, but it can help anticipate what is "likely" to happen to prices over time.
- **Cyclical Analysis** - Cyclical Analysis is the evaluation of an equity security whose price is affected by ups and downs in the overall economy. Cyclical stocks rise and fall with the business cycle.
- **Long-Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- **Short-Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the

securities' short-term price fluctuations.

- **Margin Transactions** - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- **Options Trading/Writing** - a securities transaction that involves buying or selling (writing) an option. If a client writes an option, and the buyer exercises the option, the client is obligated to purchase or deliver a specified number of shares at a specified price at the expiration of the option regardless of the market value of the security at expiration of the option. Buying an option gives the client the right to purchase or sell a specified number of shares at a specified price until the date of expiration of the option regardless of the market value of the security at expiration of the option.

The Company's investment strategies and advice may vary depending upon the specific financial situation of each client. As such, the Company determines investments and allocations based upon the client's pre-defined investment objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. The client's restrictions and guidelines may affect the composition of their portfolio.

Short-term trading is not a fundamental part of our overall investment strategy, but the Company may use this strategy occasionally when the Company determines that it is suitable given the client's stated investment objectives and tolerance for risk.

The Company may use short-term trading (in general, selling securities within thirty (30) days of purchasing the same securities) as an investment strategy when managing the client's account(s). These transactions might result in short-term gains or losses for federal or state tax purposes. The Company's strategies and investments may have unique and significant tax implications. However, unless the Company specifically agrees otherwise, and in writing, tax efficiency is not the Company's primary consideration in the management of the client's assets. Regardless of the client's account size or any other factors, the Company strongly recommends that the client continuously consult with a tax professional prior to and throughout the investing of their assets.

The Company may use investment strategies that involve buying and selling securities frequently in an effort to capture significant market gains and avoid significant losses during a volatile market. However, frequent trading can negatively affect investment performance, particularly through increased brokerage and other transactional costs and taxes.

The trading of options may be highly speculative and may entail more risk than those present when investing in other types of securities. Prices of options are generally more volatile than prices of other types of securities. When trading in options, you may run the risk of losing the entire investment in a relatively short period of time. In more risky options strategies, an investor could theoretically have an unlimited risk of loss.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers began reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Custodians default to the FIFO accounting method for calculating the cost basis of the client's investments. Clients are responsible for contacting their tax advisor to determine if this accounting method is the right choice for you. If the client's tax advisor believes another accounting method is more advantageous, the client should provide written notice to their IAR immediately, and the Company will alert the client's account custodian of your individually selected accounting method. Please note that decisions about costs basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

## Material Risks Involved

Investing in securities involves risk of loss that the client should be prepared to bear. The Company does not represent or guarantee 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. The Company cannot offer any guarantees or promises that the client's financial goals and objectives will be met. Past performance is in no way an indication of future performance.

## Risk of Loss

All investment programs have certain risks that are borne by the investor. The Company's investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-Rate Risk:** Fluctuations in interest rates may 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 may 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 may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Companies typically have substantial foreign investments which are subject to fluctuations in the value of the dollar against the currency of the investment's originating country causing exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

## Risks of Specific Securities Utilized

### Recommendation of Particular Types of Securities

As disclosed under the "Advisory Business" section in this Brochure, the Company recommends a variety of securities, and does not necessarily recommend one particular type of security over another since each client has different needs, objectives and a different tolerance for risk.

## Item 9 Disciplinary Information

### **Criminal or Civil Actions**

There are no criminal actions, or civil actions against Lineweaver Wealth Advisors, LLC, its management or any of the Company's employees or investment adviser representatives to report.

### **Administrative Proceedings**

There are no administrative proceedings against Lineweaver Wealth Advisors, LLC, its management, or any of the Company's employees or investment adviser representatives to report.

### **Self-Regulatory Organization (SRO) Proceedings**

There are no self-regulatory organization proceedings against Lineweaver Wealth Advisors, LLC, its management or any of the Company's employees or investment adviser representatives to report.

## Item 10 Other Financial Industry Activities and Affiliations

### **Registration as a Broker-Dealer or Broker-Dealer Representative**

Lineweaver Wealth Advisors, LLC is not a registered Broker-Dealer nor does it have a pending application to become a broker-dealer. Neither Lineweaver Wealth Advisors, LLC's management nor its Investment Advisor Representatives nor its employees are registered as a broker-dealer nor do they have a pending application to become a broker-dealer.

### **Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor**

Neither Lineweaver Wealth Advisors, LLC, its management, employees nor its Investment Advisor Representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

### **Registration Relationships Material to this Advisory Business and Possible Conflicts of Interest**

- Neither Lineweaver Wealth Advisors, LLC nor its management personnel have any material relationships or arrangements with any related person listed below:
  - An investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund);
  - Futures commission merchant, commodity pool operator, or commodity trading advisor;
  - Banking or thrift institution;
  - Pension consultant;
  - Real estate broker or dealer;
  - Sponsor or syndicate of limited partnerships;
  - Securities exchange, securities association, or alternative trading system, and
  - Lawyer or law firm.
- Lineweaver Wealth Advisors, LLC, and its management personnel do have or plan to have a material relationship and are or will be affiliated with the following related persons listed below:
  - Broker-dealer, municipal securities dealer, or government securities dealer or broker;
  - Investment adviser or financial planner;
  - Insurance company or agency, and
  - Accountant or accounting firm.

Lineweaver Wealth Advisors, LLC has a relationship with Triad Advisors, Inc., a non-affiliated broker-dealer and investment advisor.

Lineweaver Wealth Advisors' principal executive officer, James S. Lineweaver and some of its Investment Advisor Representatives are Registered Representatives of Triad Advisors, and in their individual capacity as Registered Representatives of Triad, they receive commissions as compensation for securities transactions of its advisory clients. As Registered Representatives of Triad, clients may purchase securities through broker-dealers in initial public offerings, secondary offerings and special purpose acquisition company transactions, and as such, they will receive compensation equal to either all or a portion of the "gross spread". Triad may also receive a portion of the gross spread as a member of the selling syndicate. If the client is also an advisory client of the Company, the advisory fee is not reduced to offset this compensation. The amount of the gross spread is described in the relevant prospectus, offering circular or official statement

The Company's Investment Advisor Representatives in their individual capacity as Registered Representatives of Triad a conflict of interest may arise in selling general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuities and variable life products to the Company's advisory clients. A conflict of interest may also arise in selling initial public offerings, secondary offerings, acquisition transactions in which Ladenburg Thalmann & Co., Inc. ("LTCO") acts as an underwriter and/or a member of the selling group or Triad Advisors, as a registered broker-dealer, acting as a member of the selling group. Lineweaver has a conflict of interest in recommending these securities for several reasons. First, LTCO receives all or a portion of the gross spread, which is the difference between the price that the client pays for the security and the price that LTCO purchases the security in connection with the offering. If Triad is a member of the selling group, it also receives a portion of the gross spread. Investment Adviser Representatives generally receive a portion of this compensation in their capacity as a Registered Representative of the broker-dealer, Triad. In addition, LTCO has a substantial interest financially and with respect to its reputation in assuring that the offering is successful by having a large number of the securities purchased. And lastly, in connection with certain offerings, LTCO has an obligation to purchase and resell a certain number of securities. Thus, because of its association with Triad as Registered Representatives, they have an incentive to recommend these investments in these offerings for these reasons rather than based upon the client's needs. To address these conflicts, Lineweaver has policies and procedures in place to make sure that securities in initial public offerings are recommended only to clients for whom they are suitable given the client's investment objectives and assets. In addition, clients are generally given a transaction specific disclosure prior to the client's decision to invest in such securities.

Lineweaver Wealth Advisors, LLC does not intend to pay brokerage commissions higher than those obtainable from other broker-dealers in return for research and brokerage products or services. Clients of Lineweaver Wealth Advisors, LLC are free to obtain investment advice through Triad Advisors, Inc. However, clients should understand that, due to certain regulatory constraints, Lineweaver Wealth Advisors' Investment Advisor Representatives, in their capacity as a dually Registered Representative of Triad, must place all purchases and sales of securities products in commission-based brokerage accounts through Triad Advisors, Inc. or other approved institutions.

Lineweaver Wealth Advisors, LLC's principal executive officer, James S. Lineweaver and some of the other investment advisor representatives are also in their individual capacities licensed as agents for various insurance companies. These individuals in their capacity as insurance agents earn commission-based compensation for selling insurance products to advisory clients. Insurance commissions are separate from our advisory fees.

Some IARs may also own their own accounting firm, law firm and/or independent Registered Investment Adviser. For clients in need of accounting, legal or other advisory services, IARs will recommend that clients retain these entities for such services. The fees for such services are separate and apart from the advisory fees charged by the Company and/or Triad. Clients are under no obligation to use any affiliated IARs and may use the service provider of the Client's choice.

### **Selection of Other Advisers or Managers and How This Adviser is Compensated for those Selections.**

Lineweaver Wealth Advisors, LLC may recommend that clients use a third-party adviser ("TPIA") based upon the client's needs and suitability. The Company may receive compensation from the TPIA for recommending that the client use their services. These compensation arrangements present a conflict of interest because the Company has a financial incentive to recommend the services of the third-party adviser. Clients are not obligated, contractually or otherwise, to use the services of any TPIA the Company recommends.

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

### **Code of Ethics**

Lineweaver Wealth Advisors, LLC has adopted a Code of Ethics, a copy of which will be provided to any client or prospective client upon request by contacting the Company using the contact information located on the front page of this brochure. Lineweaver Wealth Advisors, LLC has a duty to exercise its authority and responsibility for the benefit of its clients, to place the interest of its clients first, and to refrain from having outside interests that conflict with the interests of its clients and to disclose any conflicts if they do exist. Lineweaver Wealth Advisors, LLC will disclose to each client any material conflict of interest regarding the Company, any representative or employees of the Company in writing before entering or renewing an Investment Advisor Agreement with the client.

Lineweaver Wealth Advisors, LLC may maintain its own accounts and may buy and sell securities for its own account or the accounts of its principals. The advice given and the actions taken with respect to a client and the Company's own account may differ from advice given or the timing and nature of actions taken with respect to other client accounts.

### **Recommendations Involving Material Financial Interests**

An Investment Advisor Representative or management of Lineweaver Wealth Advisors, LLC may have a financial interest in those recommended transactions that involve the purchase of securities. The Company, its management and representatives may personally invest in the same securities recommended to advisory clients. These transactions may involve a conflict of interest.

To address this conflict of interest, Investment Advisor Representatives, and management, will adhere to the following procedures regarding their personal trading:

1. The Company will maintain a list of its Access/Related Persons;
2. Access persons are required to submit Initial and Annual holdings reports to the Chief Compliance Officer;
3. Access persons are required to submit quarterly transaction reports;
4. Personnel must receive approval from the Chief Compliance Officer regarding the purchase of IPO's and Limited Offerings;
5. Clients' orders will always take precedence over orders placed for the Company, its Investment Advisor Representatives or the Company's Management, and
6. Neither Advisory clients nor Investment Advisor Representatives or Lineweaver Wealth Advisors, LLC's Management will have enough funds invested in any given security to move the market in that particular security.

### **Investing Personal Money in the Same Securities as Clients**

From time to time, Lineweaver Wealth Advisors, LLC may invest in the same security as those that are recommended to the client. This may cause a conflict of interest. To address this issue, the firm has established the above-referenced procedure. Additionally, Lineweaver Wealth Advisors, LLC will always process the client's transactions before their own when similar or the same securities are being bought or sold, and no transactions by Lineweaver Wealth Advisors, LLC will be permitted to disadvantage clients.

### **Trading Securities At or Around the Same Time as Clients' Securities**

Our supervised persons are not permitted to recommend securities to clients at or about the same time that the Investment Advisor Representative (or another supervised person associated with the Investment Advisor Representative) buys or sells the same securities for their own account(s). In addition, Investment Advisor Representatives are not permitted to use discretionary trading authority on behalf of clients to buy or sell securities at or about the same time that the Investment Advisor Representative (or another supervised person associated with the Investment Advisor Representative) buys or sells the same securities for their own account(s).

### **Trades with Clients**

The Company may execute a purchase and sale transaction between two clients ("referred to as "Agency cross transactions"), provided such transactions comply with these procedures and Rule 206(3)-2 under the Investment Advisors Act of 1940, as amended. In the event Lineweaver Wealth Advisors, LLC engages in agency cross or principal transactions with its clients, it will only do so with a written confirmation at or before the completion of each such transaction containing:

1. A statement and/or document describing the nature of the transaction and the conflict of interest;
2. The date and time of the transaction;
3. The source and amount of remuneration received by or to be received by the Company; and
4. That the client's authorization may be revoked at any time prior to completion of the transaction.

Lineweaver Wealth Advisors, LLC may maintain its own accounts and may buy and sell securities for its own account or the accounts of its principals. The advice given and the actions taken with respect to a client and to Lineweaver Wealth Advisors, LLC's own accounts may differ from advice given or the timing and nature of actions taken with respect to other client accounts.

A conflict of interest exists in such cases because we have the ability to trade ahead of the client and potentially receive more favorable prices than the client would receive. To mitigate this conflict of interest, it is the Company's policy that neither the Company nor its personnel will have priority over the client's account in the purchase or sale of securities.

## **Item 12 Brokerage Practices**

### **Factors Used to Select Custodians and/or Broker-Dealers**

Lineweaver Wealth Advisors, LLC has a relationship with Triad Advisors, Inc., an unaffiliated broker-dealer for its securities transactions. The Company also has a relationship with National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity") through which Fidelity provides custodial and administrative services to the Company. The majority of the Company's transactions are executed through Fidelity. On occasion, Lineweaver Wealth Advisors, LLC may execute trades with another broker-dealer for better execution. Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain mutual funds, commissions are charged for individual equity and debt securities

transactions.) Fidelity enables the Company to obtain many no-load mutual funds without transaction charges and other mutual funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charge by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

As part of the arrangement, Fidelity also makes available to the Company at no additional charge, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies, as selected by the Company (within specified parameters). As a result of receiving such services for no additional cost, the Company may have an incentive to continue to use or expand the use of Fidelity's services. The Company examined the potential conflict of interest when it chose to enter into the relationship with Fidelity and has determined that the relationship is in the best interests of the Company's clients and satisfies its clear obligations, including its duty to seek best execution. A client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Company determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although the Company will seek competitive rates, to the benefit of all clients, it may not necessarily obtain the lowest possible commission rates for specific client account transactions. Although the investment research products and services that may be obtained by the Company will generally be used to service all of the Company's clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account. The Company and Fidelity are not affiliates, and no broker-dealer affiliated with the Company is involved in the relationship between the Company and Fidelity.

### **Dual Registration**

Certain Investment Advisor Representatives ("IARs") in their respective individual capacities are Registered Representatives ("RRs") of Triad Advisors, Inc. ("Triad") an unaffiliated broker-dealer and registered investment advisor which create a dual registration for the IAR and hereinafter referred to as being ("dually registered"). The dually registered IARs are subject to FINRA's Rule 3040, which restricts registered representatives from conducting securities transactions away from their broker-dealer unless the broker-dealer provides written consent. Therefore, clients are advised that dually registered IARs may be restricted to conducting securities transactions through Triad or Fidelity Investments, Inc. unless they first secure written consent to execute securities transactions through a different broker-dealer. Absent such written consent or separation from their broker-dealer, these IARs are prohibited from executing securities transactions through any broker-dealer other than Triad and Fidelity under each entity's internal supervisory policies. The information contained in this paragraph is not applicable to IARs who are not dually registered.

### **Brokerage Firm and Custodial Choices**

Financial planning and consulting clients can use any brokerage firm of their choice to implement any advice. If the client freely chooses to implement our advice through us, and they do not specify or have a preference, the Company uses Triad or Fidelity for securities transactions. *See above information.*

In recommending broker-dealers for custodial services, the Company considers the following:

- Quality of overall execution services provided;
- Promptness of execution;
- Creditworthiness, financial condition, and business reputation;
- Research (if any) provided;
- Promptness and accuracy of reports on execution;

- Ability and willingness to correct errors;
- Promptness and accuracy of confirmation statements;
- Ability to access various market centers;
- The broker-dealer's facilities and technology;
- The market where the security trades;
- Any expertise in executing trades for the particular type of security;
- Commission charged;
- Reliability of the broker-dealer;
- Ability to use ECNs to gain liquidity, price improvement, lower commission rates and anonymity;
- Execution and operational capabilities of the broker-dealer.

Clients may pay commissions that are higher than another qualified broker-dealer might charge to effect the same transaction where we determine, in good faith, that the commission is in line with the value of the brokerage and research services received. In seeking best execution, the determination factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. Consistent with the foregoing, while the Company seeks competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions.

The client should evaluate these custodians before opening an account. While it is possible that the client may pay higher commissions or transaction fees through the Company's recommended custodians, we have determined they currently offer the best overall value for the commissions charged.

As previously mentioned, the Company has a relationship with Fidelity. Lineweaver Wealth Advisors is independently owned and operated, and is not affiliated with Fidelity. The Company is required to disclose products, services, and other assistance it receives that may not directly benefit the client's account or may cause conflicts of interest for the client's IAR.

Fidelity may pay for or provide Lineweaver Wealth Advisors with technology platforms or other software to access Fidelity's brokerage system and streamline the Company's operations. These systems aid the Company in providing services to its clients, their accounts, which includes software that makes available clients' account data, facilitates trade execution, allocates aggregated trade orders, facilitates payment of fees from client accounts, and assists with the back office functions, such as recordkeeping and client reporting.

Fidelity also offers other services intended to help the Company manage and further develop its advisory practice. Such services include, but are not limited to, performance reporting, financial planning, contact management systems, third-party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third-party service providers who provide a wide array of business related services and technology with whom the Company may contract directly.

Fidelity provides investment research to help the client's IAR make well-informed investment decisions for their account. Fidelity may assist the Company in marketing activities, which could include providing marketing materials, co-sponsoring events, or engaging in joint marketing programs. Fidelity may assist the client's IAR in joining the Fidelity platform, and in some cases, pay account transfer fees or other charges the client may have to pay when changing custodians or service providers.

On occasion, Fidelity may make direct payments to the Company for items such as reimbursements to the Company or the client's IAR for reasonable travel expenses incurred when assessing their business practices and operations. Fidelity may also pay the Company for performing certain back office, administrative, custodial support and clerical services for the Company's clients' accounts that Fidelity is the custodian. These payments may create an incentive for the client's IAR to favor certain types of investments over others.

The services described above, as well as other services Fidelity may provide to Lineweaver Wealth Advisors, are often provided to the Company for free, or at a discount. The terms of these agreements between Fidelity and Lineweaver Wealth Advisors may be better or worse than the terms offered to other advisors, and may depend on the type or amount of business the Company and its clients conduct with Fidelity. Other factors may be considered as well, including the amount of assets in accounts with Fidelity within a certain timeframe. The client's IAR may be motivated by these factors when recommending Fidelity accounts to the client. It is possible that some or all of the products and services Fidelity offers to the Company may not directly benefit the client's account.

The Company and Fidelity will establish pricing on commissions, account transactions, and other service fees for accounts in which Fidelity is the custodian. This pricing will be agreed upon based on the current and expected type and amount of business the Company plans to do with Fidelity. Fidelity generally does not charge its advisor clients separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Fidelity or that settle into Fidelity accounts (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity provides access to many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges.

#### **Research and other Soft-Dollar Benefits**

Lineweaver Wealth Advisors, LLC may have a fixed soft-dollar relationship with Fidelity and other fund companies and/or custodians. When the Company uses client brokerage commissions to obtain research or other products or services, it receives a benefit because the Company does not have to produce or pay for the research products or services.

Lineweaver does not have any other relationships with any broker-dealers, vendors of research information, or vendors of equipment or other services.

#### **Brokerage for Client Referrals**

Lineweaver Wealth Advisors, LLC receives no referrals from broker-dealers or third parties in exchange for using that broker-dealer or third-party.

#### **Clients Directing Which Broker-Dealer or Custodian to Use**

In circumstances where a client directs Lineweaver Wealth Advisors, LLC to use a certain broker-dealer, the Company will request that the direction be in writing from the client, and the Company will make each of the following disclosures that may apply:

1. The Company's inability under those circumstances to negotiate commissions or obtain best execution;
2. The Company's inability to obtain volume discounts;
3. That there may be a disparity in commission charges; and
4. Any conflicts of interest arising from brokerage firm referrals.

### **Aggregating (Block) Trading for Multiple Client Accounts**

Lineweaver Wealth Advisors, LLC maintains the ability to block trade purchases across accounts. Block trading may benefit a large group of clients by providing the Company the ability to purchase larger blocks resulting in smaller transaction costs to the client. Declining to block trade can cause more expensive trades for clients.

### **Trade Errors**

In the event a trading error occurs in the client's account, the Company's policy is to restore the client's account to the position it should have been if the trading error had not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, the client will not keep the profit as it will be maintained by the broker-dealer custodian or by the Company.

## **Item 13 Review of Accounts**

### **Frequency and Nature of Periodic Reviews and Who Makes those Reviews**

#### **Portfolio Management**

IARs monitor portfolio management accounts on an ongoing basis and conduct internal reviews no less than quarterly, but may occur more frequently based upon individual circumstances and the nature and/or complexity of the portfolio. Internal reviews may also occur as a result of market conditions, based on significant new deposits or withdrawals, at the client's request or as otherwise determined by the IAR. The Company requests that clients meet with their IAR at least annually to ensure the investment plan/strategies continue to be aligned with the clients' stated individual needs, goals, objectives, time horizons and risk tolerance. However, clients are obligated to promptly inform the Company and/or IAR of any change in their financial condition or circumstances. Clients engaging the Company for portfolio management services must play an active role. The Company requires the client to participate in the formation of the investment plan and investment advice and recommendations. During the course of the engagement, the client may call his/her IAR to discuss their portfolio or ask questions, but the Company recommends that the client meet with their IAR no less than annually.

The client will receive monthly or quarterly statements from their account custodian(s). Additionally, the Company provides portfolio management clients with quarterly portfolio reports which detail the performance of the account and other information.

#### **Financial Planning and Consulting Services**

Financial planning and consulting services are generally not ongoing in nature, and therefore, the Company does not provide reviews or follow-up services unless specifically outlined in the Client Agreement. Consultation and financial planning services terminate upon the delivery of services or as otherwise stated in the Agreement with the client. While the advice may include the recommendation for review or follow-up services, it is the client's responsibility to secure additional or follow-up services.

Lineweaver Wealth Advisors' IARs review clients' accounts periodically throughout the calendar year, upon request of the client, in response to a material change in the client's investment situation and/or when specific investment recommendations change for a given asset class. These reviews are completed by one or more of the Investment Advisor Representatives familiar with the client's situation.

#### **Factors That Will Trigger a Non-Periodic Review of Client Accounts**

Factors that will trigger a non-periodic review of a client's account would be a material market, economic or political event, or if there is a change in the client's financial circumstances.

### **Content and Frequency of Regular Reports Provided to Clients**

Lineweaver Wealth Advisors, LLC does not currently, but may at its discretion, issue regular reports to clients. Custodians issue periodic statements and reports of accounts activity directly to clients.

## **Item 14 Client Referrals and Other Compensation**

### **Economic Benefits Provided by Third-Parties for Advice Rendered to Clients**

Lineweaver Wealth Advisors, LLC does not receive or accept any economic benefit directly or indirectly from any third-party for advice rendered to the Company's clients.

### **Compensation to Non-Advisory Personnel for Client Referrals**

Lineweaver Wealth Advisors, LLC does not offer remuneration to individuals or organizations that make referrals of potential clients.

## **Item 15 Custody**

Each client appoints, or will appoint, a separate custodian (the "Custodian") to take possession of the cash, securities, and other assets in the client's account. As a result, Lineweaver Wealth Advisors, LLC will not have access to the assets in the account or to the income produced and will not be responsible for any acts or omissions of the custodian. The custodian sends to the client, at least quarterly, a statement indicating all amounts disbursed from the account (including the amount of any fees paid to Lineweaver Wealth Advisors, LLC pursuant to the client's authorization), all transactions occurring in the account during the period covered by the statement, and a summary of the account positions and portfolio values at the end of the period. The custodian will be directed to send copies of the account statements to Lineweaver Wealth Advisors, LLC along with an indication that the statements have been sent to the client.

In the event that the client directs Lineweaver Wealth Advisors, LLC to use a particular custodian or broker-dealer, the client will be responsible for all costs associated with this relationship. Lineweaver Wealth Advisors, LLC may not be authorized under those circumstances to negotiate commission and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commission charged to clients who direct Lineweaver Wealth Advisors, LLC to use a particular broker-dealer and other clients who do not direct Lineweaver Wealth Advisors, LLC to use a particular broker-dealer.

## **Item 16 Investment Discretion**

By signing the Investment Management Agreement, the client may grant Lineweaver Wealth Advisors, LLC the authority to invest/reinvest the assets under Lineweaver Wealth Advisors, LLC's management on the client's behalf without prior consultation from the client (discretionary basis), subject to the client's stated investment objectives and any other client instructions. Lineweaver Wealth Advisors, LLC will invest in the investment types listed in this brochure which include, but are not limited to: mutual funds, index funds, individual securities, exchange traded funds, money market funds, certificates of deposit, commercial paper, variable life and annuities, U.S. Government debt securities, mortgage-backed securities, municipal bonds, and other fixed-income securities, securities options and futures, certain wrap class alternative investments (such as hedge funds and managed futures funds), partnership investments involving real estate, oil and gas, equipment leasing, cable television, fast food franchising, agriculture, raw land, and alternative energy research/development, real estate investment trusts ("REITs"), leveraged buy outs and coins (numismatics).

The client also may authorize Lineweaver Wealth Advisors, LLC to take any other necessary action in connection with the opening and maintenance of the client's account, as well as for the completion and payment of transactions for the account. Lineweaver Wealth Advisors, LLC will make investment decisions for the client's account according to the client's investment objectives and financial circumstances as described by the client. The client agrees to promptly inform Lineweaver Wealth Advisors, LLC if the information provided in the client information and investor profile becomes materially inaccurate and to consult with Lineweaver Wealth Advisors, LLC to provide updated information on an annual basis.

## **Item 17 Voting Client Securities**

Unless the parties have otherwise agreed in writing (and such writing, in the case of an account subject to the provisions of ERISA, is consistent with plan documents), Lineweaver Wealth Advisors, LLC shall have no authority or obligation to take any action or render any advice with respect to, issuers of securities in which assets of the client's account may be invested from time to time. The client (or the plan fiduciary in the case of an account subject to the provisions of ERISA) expressly retains the authority and responsibility for the voting of such proxies.

## **Item 18 Financial Information**

### **Balance Sheet**

No disclosure of financial information (a balance sheet) is required because Lineweaver Wealth Advisors, LLC does not have custody of client funds and does not require prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, no balance sheet is included with this brochure.

### **Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients.**

Neither Lineweaver Wealth Advisors, LLC nor its management have any financial conditions that is likely to reasonably impair the ability to meet contractual commitments to clients.

### **Bankruptcy Petitions in Previous Ten Years**

Neither Lineweaver Wealth Advisors, LLC, its management, nor its personnel have been the subject of a bankruptcy petition at any time during the past ten (10) years.