



9035 Sweet Valley Drive  
Valley View, OH 44125

**Telephone: 216-520-1711**  
**Facsimile: 216-520-1709**

**Website: [www.lineweaver.net](http://www.lineweaver.net)**

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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) by searching CRD/IARD# 173310.

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.

Since our firm's last annual updating amendment dated February 6, 2015 our firm has no material changes to report.

## Item 3 Table Of Contents

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

## **Item 4 Advisory Business**

### **Description of the Advisory Firm**

Lineweaver Wealth Advisors, LLC, doing business as Lineweaver Financial Group and/or Nelson Financial Strategies, 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 18, 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, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

LFG grows its business with the assistance of its Investment Advisor Representatives ("IARs") 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 following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Lineweaver Wealth Advisors, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

### **Financial Planning Services**

We provide financial planning and consulting services that are tailored to the client's individual needs, which may be broad-based 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, estate planning, retirement planning, educational funding, or other needs identified by the client. The financial planning process will involve a review of the client's current financial condition, investment objectives, risk tolerance, and other relevant financial suitability information.

Financial plans are based on your financial situation at the time we present our recommendations and/or plan to you, and on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change. You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations you are not obligated to implement our financial planning recommendations through any of our other investment advisory services, and you may place securities transactions with any brokerage firm.

### **Portfolio Consulting**

We provide portfolio consulting services that typically involve the review of your investment portfolio, such as your 401K account, and in an effort to achieve your target allocation we may recommend investment allocations based on your investment profile. We will not cause any transactions in conjunction with the advice and/or recommendations given, and you will be responsible for implementing our investment recommendations. To the extent we have access to your closing quarterly account statements, we may agree to monitor your account on a quarterly basis to ensure the account remains aligned with your stated financial objectives. Under no circumstances do we maintain your

account log-in credentials on file. You are free at all times to accept or reject any of our investment recommendations. Portfolio consulting services are based on the financial information you provide to us, and you must promptly notify our firm if your financial situation, goals, objectives, or needs change.

### **Portfolio Management Services**

We offer discretionary portfolio management services to clients that 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 where 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, risk tolerance, along with other financial suitability information. Once we construct an investment portfolio for you we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you engage our firm for discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the advisory agreement you sign with our firm and the appropriate trading authorization forms. In our sole discretion, we may accept instructions from you that limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account). Such requests must be presented to our firm in writing.

As part of our portfolio management services, we may use one or more sub-advisers to assist with managing your account on a discretionary basis. The sub-adviser(s) may use one or more of their model portfolios to manage your account, and we will regularly monitor the performance of your accounts managed by sub-adviser(s). We may pay a portion of our advisory fee to the sub-adviser(s) we use; however, you will not pay our firm a higher advisory fee as a result of any sub-advisory relationships.

### **Wealth Management Services**

We offer wealth management services that consist of ongoing financial advice that is tailored to meet our clients' needs and investment objectives. If you retain our firm for wealth management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information (the "suitability information") at the beginning of our advisory relationship. We will use the suitability information we gather to develop a strategy that enables our firm to give you investment recommendations consistent with your financial goals. Our wealth management services may include, but are not limited to, the following components:

- Assessment of Short- and Long-Term Financial Goals, Current and Future Resources, Projected Income and Capital Needs
- Determination of Investment Objectives, Investment Time Horizon, and Risk Profile
- Implementation of Investment Program
- Reporting of Transactions, Asset Values, and Investment Performance
- Monitoring, Performance Analysis, and Strategy Review to Ensure that Investment Strategies are Appropriate to Evolving Financial Circumstances and Objectives
- Consulting Surrounding Tax, Estate, and Personal Financial Matters
- Consulting Surrounding the Financial Matters of Closely Held Businesses
- Ongoing Financial Advice to Meet Client Needs
- Matters Related to Current and Future Income Needs

- Matters Related to Risk Management and Insurance

Wealth management services are based on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

### **Selection of Other Advisers**

As part of our firm's investment advisory services, we may recommend that you use the services of a third-party investment advisor ("TPIA") to manage 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.

### **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.

### **Types of Investments**

We primarily offer advice on equity securities, corporate debt securities, mutual fund shares, and exchange traded funds. Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship. You may request that we refrain from investing in particular securities or certain types of securities, and such requests must be delivered to us in writing.

### **Wrap Fee Programs**

We are a portfolio manager and a sponsor of a Wrap Fee Program, which is a type of investment program where clients pay a single fee that includes management fees and certain other brokerage costs. If you participate in our Wrap Fee Program, you will pay our firm a single fee, which includes our money management fees and certain transaction costs. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our Wrap Fee Program may be higher or lower than you might incur by separately purchasing the types of securities available in the program. For more information concerning the Wrap Fee Program, please see our firm's Wrap Fee Disclosure Brochure.

### **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

### Financial Planning Services

We offer financial planning services on either an hourly basis or fixed fee basis. Our hourly fee for advisory services ranges up to \$300 and our fixed fees typically range up to \$10,000. We also charge an hourly fee for work performed by our staff that may range from \$35 to \$50 an hour. Generally, our hourly fee is billed for general consulting services and our fixed fees are billed for broad based or project-based financial planning. In limited circumstances, we may negotiate a fee above our maximum \$10,000 fixed fee where the client requires planning services beyond the scope of our general financial planning services.

Our financial planning fees - both hourly and fixed fees - are negotiable depending upon the complexity and scope of the service to be performed, your financial situation, and your objectives. Our hourly fees are generally due upon completion of services rendered. For our fixed fees, however, we require that you pay 50% of the fee in advance with the remaining portion due upon completion of services rendered. To the extent you implement our financial planning recommendations through any of our other investment advisory services, such as our portfolio management services, we may, in our sole discretion, waive the second installment (the remaining 50% of the fee) of your financial planning fee. All terms of the engagement will be evidenced in the agreement that you sign with our firm.

We do not require advance payments in excess of \$1,200 for services not performed within six months from the date of engagement. Should the engagement last longer than six months between acceptance of the financial planning agreement and delivery of the financial plan and/or negotiated services, any prepaid unearned fees will be promptly returned to you less a pro rata charge for bona fide financial planning services rendered to date. You may terminate the financial planning agreement by providing written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### Portfolio Consulting Services

We charge an annualized fixed fee for portfolio consulting services that may range up to \$2,500, which is based on the value of your portfolio at the time you retain our services. The annual fee is billed in quarterly installments, and we will send you an invoice for the payment of our fee each quarter after we review your investments. Payment is due on a quarterly basis within 15 days from each quarter's invoice date. In certain circumstances, we may agree to debit the portfolio consulting fee from an existing custodial account for which you have engaged us to provide portfolio management services. In all cases, applicable fees, fee payment arrangements, and the terms of the engagement will be clearly set forth in the advisory agreement executed between our firm and you prior to services being rendered.

You may terminate the portfolio consulting agreement upon written notice to our firm. In the event the portfolio consulting engagement is terminated, no further payments (quarterly installments) are due so long as the client has paid all invoices in full to the extent advisory services have been rendered.

### Portfolio Management Services

Our fee for portfolio management services is based on a percentage of the client's assets under our firm's management and is set forth in the following fee schedule:

<i>Assets Under Management</i>	<i>Maximum Annualized Fee</i>
\$0 - \$500,000	2.50%
\$500,001 - \$750,000	2.00%



\$750,001 - \$1,000,000	1.75%
Over \$1,000,000	1.50%

Our fee is typically billed monthly in arrears based on the average daily balance of your account during the past month. In certain circumstances, and in our sole discretion, we may negotiate other fee paying arrangements, such as monthly in advance payments. All terms of the advisory engagement will be clearly stated in the advisory agreement you sign with our firm. If the portfolio management agreement is executed at any time other than the first day of a calendar month, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the month for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account, and you should review all statements for accuracy.

You may terminate the portfolio management agreement upon 7 day's written notice to our firm in accordance with the terms of the agreement for services. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the month for which you are a client.

### **Wealth Management Services**

Our annual fee for ongoing wealth management services is based on a negotiated fixed fee that typically ranges from \$12,000 to \$35,000. In instances where the client's financial situation is more complex in nature and requires additional services, we reserve the right to negotiate fees that may exceed our typical fee range. The annual fee is billed and payable in monthly installments at the beginning of each month. We may consider client requests pertaining to other fee paying arrangements; for instance, we may agree to debit the monthly wealth management fee installment from an existing custodial account for which you have engaged us to provide portfolio management services. In all cases, applicable fees, fee payment arrangements, and the terms of the engagement will be clearly set forth in the advisory agreement executed between our firm and you prior to services being rendered. To the extent you engage our firm for any of our other investment advisory services, such as our portfolio management services, we may, in our sole discretion, reduce or offset certain fees resulting from the additional service for which you engaged our firm.

You may terminate the wealth management agreement upon 30-days' written notice to our firm. You will incur a pro rata charge for services rendered prior to termination, which means you will incur advisory fees only in proportion to the number of days in the month for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### **Selection of Other Advisers**

If the client chooses to utilize the services of a TPIA based on our firm's recommendation, we will share in the fee charged by the TPIA. 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. 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.

In most cases, 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. We recommend that clients review the recommended TPIA's disclosure brochure when determining the total amount of fees when using a TPIA and the services to be performed.

### **Seminars**

We may charge a fee to those in attendance, not to exceed one hundred dollars (\$100) 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.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may recommend that you invest in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others.

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

Our firm's Investment Advisor Representatives may be registered representatives with Triad Advisors, Inc. ("Triad"), a securities broker-dealer, and member FINRA/SIPC. In their separate capacity as a registered representative, such IARs may receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Additionally, certain IARs of our firm may also be licensed as independent insurance agents, and may earn commission-based compensation for selling insurance products to you.

Compensation earned by these persons in their separate capacities as registered representatives and/or licensed insurance agents is separate and in addition to our advisory fees. These practices present a conflict of interest because IARs of our firm who are registered representatives and/or licensed insurance agents may have a financial incentive to effect securities transactions on your behalf and/or sell insurance products to you. Clients are under no obligation, contractually or otherwise, to purchase securities and/or insurance products through any person affiliated with our firm.

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

We do not accept performance-based fees or participate in side-by-side management. Our fees are calculated as described in the *Fees and Compensation* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## Item 7 Types of Clients

We provide our investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we have the right to terminate your account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively.

If you are referred to a third party investment adviser, you should review that third party investment adviser's disclosure brochure for any account requirements imposed by the third party investment adviser.

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

### Our Methods of Analysis and Investment Strategies

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Charting Analysis - involves the gathering and processing of price and volume pattern information for a particular security, sector, broad index, or commodity. This price and volume pattern information is analyzed. The resulting pattern and correlation data is used to detect departures from expected performance and diversification and predict future price movements and trends.

*Risk:* Our charting analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Technical Analysis - involves studying past price patterns, trends, and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities.

*Risk:* The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

*Risk:* The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Modern Portfolio Theory (MPT) - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

*Risk:* Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

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.

*Risk:* Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

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.

*Risk:* Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

### **Tax Considerations**

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Moreover, custodians and broker-dealers must report the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If available with the acting custodian, and if your tax advisor believes another accounting method is more advantageous, you may provide written notice to our firm and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our 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. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

## **Recommendation of Particular Types of Securities**

We primarily offer advice on equity securities, corporate debt securities, mutual fund shares, and exchange traded funds. We may also recommend other types of securities since each client may have different needs and/or risk tolerances. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

Equity Securities (Stocks): There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, better established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") are but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Corporate debt securities: Corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

Mutual Funds and ETFs: Mutual funds and exchange traded funds (ETFs) are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. Exchange traded funds differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

## **Item 9 Disciplinary Information**

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management. We do not have any required disclosures under this item.

## **Item 10 Other Financial Industry Activities and Affiliations**

Investment adviser representatives (IARs) of our firm may also be registered representatives with Triad Advisors, Inc., an unaffiliated securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their separate capacity as registered representatives, these persons may receive commission-based compensation in connection with the purchase and sale of securities. Additionally, IARs of our firm may also be licensed as independent insurance agents, and may earn commission-based compensation for selling insurance products to you. These services are separate and apart from the services offered by our firm. Our firm is affiliated with Lineweaver Financial Group, Inc., an insurance corporate agent, and insurance commissions may be directed to our affiliate.

Our firm is also affiliated with LFG Tax Services, Ltd. through common control and ownership. If you require accounting services, we may recommend that you use the services of our affiliate as IARs of our firm may also be engaged in accounting and/or tax preparation services. Our advisory services are separate and distinct from the compensation paid to our affiliate for their services. You may obtain comparable services and/or lower fees through other firms.

Although not under common and control and ownership with our firm, James Nelson, and Investment Adviser Representative of our firm, has an ownership interest in Steward Enterprises, Inc., DBA Nelson Financial Strategies, and HBI Financial Services, both of which are licensed insurance agencies. Mr. Nelson is also separately licensed as an independent insurance agent with both Steward Enterprises and HBI Financial Services. If an advisory client requires insurance related services, it is possible that clients may be referred to Steward Enterprises, Inc. and/or HBI Financial Services. While our advisory services and fees are separate and distinct from the compensation paid to either of these insurance agencies, any referrals to these related entities present a conflict of interest resulting from Mr. Nelson's ownership interest in these two entities.

In efforts to mitigate these conflicts of interest, it is our firm's strict policy to act in our client's best interest. Clients are under no obligation to use the services of these affiliated / related entities, and may obtain comparable services and/or lower fees through other firms.

### **Recommendation of Other Advisers**

We may recommend that you use a third party investment adviser ("TPIA") based on your needs and suitability. Generally, we will receive compensation from the TPIA for recommending that you use their services, or we may share in the fee that you pay to the TPIA. This practice presents a conflict of interest because we have a financial incentive to recommend the services of the third party adviser to you. You are not obligated, contractually or otherwise, to use the services of any TPIA we may recommend to you.

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

### **Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about

you or your account holdings by persons associated with our firm. Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

### **Participation or Interest in Client Transactions**

Neither our firm nor any persons associated with our firm has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we may have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our *strict* policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities or investment products.

## **Item 12 Brokerage Practices**

### **Brokerage Recommendations**

For clients engaging our firm for portfolio management services, we typically require clients to open one or more custodial accounts in their own name at a qualified custodian, such as TD Ameritrade Institutional, a division of TD Ameritrade, Inc., member FINRA/SIPC or Fidelity Brokerage Services, LLC, Member NYSE/SIPC, for which our firm has an established relationship. If you do not direct our firm to execute transactions through a qualified custodian to whom we have an existing relationship with, we reserve the right to not accept your account.

We primarily recommend the brokerage and custodial services of TD Ameritrade Institutional, a division of TD Ameritrade, Inc., member FINRA/SIPC, among others. TD Ameritrade offers independent investment advisers services that include custody of securities, trade execution, clearance and settlement of transactions. Our firm may receive some benefits from TD Ameritrade through its participation in the program. Our firm or our Associated Persons may receive benefits such as assistance with conferences and educational meetings from product sponsors.

In selecting a broker dealer we will endeavor to select those brokers or dealers that will provide quality services at reasonable fees. The reasonableness of such fees is based on several factors, including the broker's ability to provide professional services, competitive commission rates, volume discounts, execution price negotiations, the custodian's reputation, execution capabilities, and responsiveness to our clients.

As disclosed above, we participate in TD Ameritrade's institutional customer program and we may recommend TD Ameritrade to clients for custodial and brokerage services. There is no direct link between our participation in the program and the investment advice we give to its clients. These benefits 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; 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; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our Associated Persons. Some of the products and services made available by TD Ameritrade



through the program may benefit our firm but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by our firm or our Associated Persons personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties 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 in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

### **Research and Other Soft Dollar Benefits**

As a registered investment adviser, we may have access to research products and services from your account custodian and/or other brokerage firm. These products may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the service platforms of these firms and considered a benefit to our firm, but are *not* considered to have been paid with soft dollars. To the extent our firm receives any research products and/or services from your acting custodian/broker-dealer, a conflict of interest arises in that such research and/or services might not directly benefit client accounts. In effort to mitigate this conflict of interest it is our firm's policy to use such research or services to assist in making investment decisions on behalf of client accounts or to assist with our overall responsibility for servicing client accounts, respectively. Clients should also be aware that the commissions charged by a particular broker-dealer for a particular transaction or set of transactions may be greater than the amounts another broker who did not provide research services or products might charge. As a registered investment adviser our firm and representatives of our firm have a fiduciary duty to act in our client's best interest.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Block Trades**

We may combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs.

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.



## **Item 13 Review of Accounts**

### **Financial Planning**

Financial planning 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.

### **Portfolio Consulting**

To the extent we have access to your quarterly account statements, we may agree to monitor your account on a quarterly basis to ensure the account remains aligned with your stated financial objectives.

### **Portfolio Management**

The Investment Adviser Representative of our firm that is assigned to your account will be primarily responsible for monitoring your managed accounts on an ongoing basis and conducting account reviews (at least annually and upon your request) to ensure that the advisory services provided to you are consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to: contributions and withdrawals; year-end tax planning; market moving events; security specific events; and/or, changes in your risk/return objectives.

You will receive trade confirmations and monthly or quarterly statements from your account custodian(s). Typically, we do not provide you with written reports in conjunction with account reviews unless otherwise negotiated in the advisory agreement you sign with our firm.

### **Wealth Management**

For wealth management services, please refer to the Client Agreement that you sign with our firm for more details on any account reviews that we may perform as part our engagement.

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

We may directly compensate outside consultants, individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

## **Item 15 Custody**

Each client appoints, or will appoint, a qualified 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 our firm 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.

## **Item 16 Investment Discretion**

Before we can buy or sell securities on your behalf, you must grant our firm discretionary authority over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Such instructions and/or restrictions will be evidenced in the suitability information established with our firm.

## **Item 17 Voting Client Securities**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder. In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote 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 physical 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.

## **Item 19 Requirements for State-Registered Advisers**

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

## **Item 20 Additional Information**

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

### **General - Advisory Services to Retirement Plans and Plan Participants**

We offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). Pursuant to adopted regulations of the U.S. Department of Labor, we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to your Plan and the compensation we will receive are described in the service agreement that you have signed with our firm. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants, unless the plan sponsor directs us to deduct our fee from the plan or directs the plan record-keeper to issue payment for our fee out of the plan. If we receive any other compensation for such services, we will (i) offset the compensation against our stated fees, and (ii) we will promptly disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

We are registered as an investment adviser with the Securities and Exchange Commission, and represent that our firm is not subject to any disqualification as set forth in Section 411 of ERISA. To the extent our firm provides Fiduciary Services, we are acting as a fiduciary of the Plan as defined either in Section 3(21) or Section 3(38) under the Employee Retirement Income Security Act ("ERISA"). The advisory agreement that you sign with our firm will indicate our fiduciary status.