Item 1 – Cover Page

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Date of Disclosure Brochure: March 31, 2017

This disclosure brochure provides information about the qualifications and business practices of Lindsey Wealth Management, LLC. If you have any questions about the contents of this disclosure brochure, please contact Darwin J. Lindsey at 812-316-2079 or darwin@lindseywealth.com. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Lindsey Wealth Management is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for Lindsey Wealth Management, LLC or our firm's CRD number 174054.

*Registration as an investment adviser does not imply a certain level of skill or training.

Item 2 – Material Changes

Since our last annual update was filed in January 2016, material changes made to this brochure include:

N/A

Item 3 – Table of Contents

Item 4 – Advisory Business

Lindsey Wealth Management is an investment adviser registered with the States of Indiana is a Limited Liability Company under the laws of the State of Indiana.

- Darwin J. Lindsey is the Chief Compliance Officer (CCO) and President of Lindsey Wealth Management. Darwin J. Lindsey owns 100.00% of Lindsey Wealth Management. Full details of the education and business background of Darwin J. Lindsey are provided at *Item 19* of this Disclosure Brochure.

Introduction

The investment advisory services of Lindsey Wealth Management are provided to you through an appropriately licensed and qualified individual who is an investment adviser representative of Lindsey Wealth Management (referred to as your investment adviser representative throughout this brochure). 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 Lindsey Wealth Management (LWM) and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

Description of Advisory Services

The following are descriptions of the primary advisory services of Lindsey Wealth Management. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Lindsey Wealth Management before we can provide you the services described below.

Portfolio Management Services

We offer discretionary and non-discretionary portfolio management services. Our investment advice is tailored to meet your needs and investment objectives. If you retain our firm for portfolio management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf.

As part of our portfolio management services, we may customize an investment portfolio for you in accordance with your risk tolerance and investing objectives. We may invest your assets according to one or more model portfolios developed by our firm. Once we construct an investment portfolio for you, or select a model portfolio, 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.

Advisory accounts will be held by Pershing LLC or other qualified custodians (individually, a “Custodian”). The client must designate LWM as its Investment Advisor Representative (“IAR”) on their accounts. The client’s qualified Custodian will maintain actual custody of all client funds and securities. Custodians are also broker/dealers, and they may have different account fees, execution charges and capacities.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm 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 investment advisory agreement you sign with our firm, a power of attorney, or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

Some degree of planning, as described below, is inherent to the overall asset management process. Unless otherwise engaged separately, written plans will not be delivered to and additional planning fees will not be charged to "management only" clients. Typically, such planning services would be purely incidental to the management process. However, extraordinary research or analysis may involve additional costs, which would be negotiated on an individual basis prior to beginning such work.

Our annual fee for asset management services is subject to negotiation based on the amount of assets to be managed. The annual fee will not exceed 2.0% of the assets under management. The annual fee shall be prorated and paid quarterly, in arrears, based on the Client’s average daily account balance.

Alternatively, a fixed quarterly fee may be negotiated based on the amount of assets to be managed. All agreed upon fees and payment arrangements will be clearly stated in the advisory agreement executed between you and our firm.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, 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 quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

Typically, we require a minimum account size of $25,000 to open and maintain an asset management account. We do offer asset management to accounts under $25,000 for clients that are willing to open the account themselves and it is done in an electronic format. In our sole discretion, we may waive or lower such minimum. In addition, 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 the following requirements are met:

• You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.

• We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, and the specific manner in which the fee was calculated.

• The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

You may terminate the portfolio management agreement upon 30-days' written notice to our firm. 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 quarter for which you are a client.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian please call our main office number located on the cover page of this brochure.

Financial Planning Services

We offer broad-based, modular, and consultative financial planning services. Financial planning will typically involve providing a variety of advisory services to you regarding the management of your financial resources based upon an analysis of your individual needs. If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. Once we specify those long-term objectives (both financial and non-financial), we will develop shorter-term, targeted objectives. Once we review and analyze the information you provide to our firm we provide you with a plan of action and estimates of the fees for financial planning services. Further meetings will be conducted as needed. We will analyze the collected data to produce a plan that is designed to achieve your expressed financial goals and objectives.

We may be engaged to complete one or more elements of a personal or business financial plan, including, but not limited to the following:

• Retirement Planning: Preparation of a detailed financial plan, including generic investment recommendations, dealing with your financial concerns relating to retirement.

• Education Planning: Preparation of a detailed financial plan, including generic investment recommendations, dealing with your financial concerns relating to education.

• Life Insurance Planning: Preparation of a detailed analysis of your current coverage and recommendations, relating to life insurance.

• Estate Planning: Preparation of a detailed financial plan, including generic investment recommendations, dealing with your financial concerns relating to the final disposition of your estate.

• Disability Insurance: Preparation of a detailed analysis of your current coverage and a detailed plan, including generic recommendations, based upon this analysis.

• Long-Term Care Analysis: Preparation of a detailed analysis of your current situation and recommendations, based upon analysis of your goals and objectives.

• Social Security Analysis: Preparation of a detailed analysis of your current benefits and ways to maximize social security. The review will involve a detailed report and recommendations.

Such analyses will be based upon the information provided to us by you and if applicable, our independent research. Certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is not an indication of future results. We cannot offer any guarantees or promises that your financial goals and objectives will be met. As your financial situation, goals, objectives, or needs change, you must promptly notify us.

On occasion, we may provide general non-securities advice on topics that may include tax planning, budgetary planning, estate planning, business planning, retirement planning, and/or fringe benefit analysis.

Financial planning and/or consulting services fees will be based on an hourly negotiable fee of $250 per hour. Planning fees are typically due monthly and will be billed in arrears. If we also manage your accounts, the planning fees can be drafted from the managed account as described above. In extraordinary circumstances and/or for lengthy engagements, we may require that a portion of the estimated fee be paid in advance. Fees and payment arrangements will be clearly stated in the agreement executed between us.

Factors that are considered when determining the hourly fee, include but are not limited to:

• The scope of the plan, i.e., plans that cover all aspects of your financial plan such as business succession, estate planning, retirement needs, education planning, and successor trusts, among others, would warrant a higher fee than a more simplistic situation covering typical financial needs for current money management and retirement.

• Complexity of your financial situation, i.e., trusts, estates, business ownership, tax brackets, and other personal needs.

The time/cost will vary from client to client. In limited circumstances, the time/cost could potentially exceed the initial estimate. In such cases, we will notify you and may request that you pay an additional fee. Under no circumstances will we require prepayment of a fee in excess of $500 and for more than six months in advance.

In our sole discretion, we may waive, lower, or offset a portion of the financial planning fee in lieu of a portion of the management fee if you utilize our asset management services, as more fully described above. However, you may act on our recommendations by placing securities transactions with any brokerage firm you choose. You are under no obligation to act on our financial planning recommendations. Moreover, if you elect to act on any of the recommendations, you are under no obligation to implement the financial plan through our firm.

If you only require advice on a single aspect of the management of your financial resources, we offer modular financial planning and/or general consulting services that address only those specific areas of concern. Our hourly fee for general consulting services is $250.00 per hour. Generally, these consulting services consist of verbal advice rather than a written financial plan. This fee is due and payable in full upon completion of the consultation. The services to be provided, associated fees, and payment arrangements are negotiable and will be detailed in the agreement executed between us.

Planning and consulting services are also offered on an on-going annual basis. As part of this annual retainer program, we will generally establish a regular planning cycle to work with you in managing specific aspects of the overall financial plan that are unique to your situation. Additionally, we may meet with your other professional advisers (financial, legal, real estate, tax, etc.) for a series of information gathering and/or implementation meetings. We will act as a project manager to coordinate the work of the appropriate parties in a manner consistent with your long-term desired outcome. As your financial situation, goals, objectives, or needs change, you must promptly notify us.

The agreed upon hourly retainer fee and payment arrangements will be established at the beginning of the advisory relationship based upon the scope of the work to be performed and the complexity of your financial situation.

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 prepaid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Referral of Third-Party Money Managers

Lindsey Wealth Management offers advisory services by referring clients to a third-party money manager offering asset management and other investment advisory services. The third-party managers are responsible for continuously monitoring client accounts and making trades in client accounts when necessary. As a result of the referral, we are paid a portion of the fee charged and collected by the third-party money managers in the form of solicitor fees. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations.

Under this program, we assist you with identifying your risk tolerance and investment objectives. We recommend third-party money managers in relation to your stated investment objectives and risk tolerance, and you may select a recommended third-party money manager or model portfolio based upon your needs. You must enter into an agreement directly with the third-party money manager who provides your designated account with asset management services. We are available to answer questions that you may have regarding your account and act as the communication conduit between you and the third-party money manager.

The third-party money manager may take discretionary authority to determine the securities to be purchased and sold for your account. We do not have any trading authority with respect to your designated account managed by the third-party money manager.

Any third party investment advisors recommended by us must be registered or exempt from registration in the state where you reside. You are advised that our representatives may have a conflict of interest by only offering those third party investment advisors that have agreed to pay a portion of their advisory fee to us. You are advised that there may be other third party managed programs that may be suitable to you and that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered. Investments involve risk, including the possible loss of principal.

Limits Advice to Certain Types of Investments

Lindsey Wealth Management provides investment advice on the following types of investments:

- Exchange Traded Funds (ETFs)
- Exchange-listed Securities
- Securities Traded Over-the-Counter
- Corporate Debt Securities
- Municipal Bonds

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

When providing asset management services, Lindsey Wealth Management typically constructs each client's account holdings using ETFs to build diversified portfolios. It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)

Tailor Advisory Services to Individual Needs of Clients

Lindsey Wealth Management's advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information. Our financial planning and consulting services are always provided based on your individual needs. When providing financial planning and consulting services, we work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

When managing client accounts through our firm's Asset Management Services program, we may manage a client's account in accordance with one or more investment models. When client accounts are managed using models, investment selections are based on the underlying model and we do not develop customized (or individualized) portfolio holdings for each client. However, the determination to use a particular model or models is always based on each client's individual investment goals, objectives and mandates.

Client Assets Managed by Lindsey Wealth Management

As of 12-31-2016, Lindsey Wealth Management had $5,800,000.

Item 5 – Fees and Compensation

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Lindsey Wealth Management.

Asset Management Services

Fees charged for our asset management services are charged based on a percentage of assets under management, billed in arrears on a quarterly calendar basis and calculated based on the Client's average daily account balance for the prior quarter billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services are commenced in the middle of the billing period, then the prorated fee for that billing period is based on the average daily balance from when services commence.

Our Asset Management Services continue in effect until terminated by either party (i.e., Lindsey Wealth Management or you) by providing written notice of termination to the other party. Any prepaid, unearned fees will be promptly refunded by Lindsey Wealth Management to you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Fees charged for our asset management services are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

We may choose to use asset-based pricing if we find that it reduces our client's cost.

The fee schedule identifies specific portions of the account value and charges at different fee rates. When calculation our fee, we compare the total account value to the fee schedule described below or otherwise set forth in the the Asset Management Services Agreement. Based on account size, we blend the different rates to decide the final quarterly account fee.

Tiered Billing Fee (Schedule A)

Assets Under Management	Annual Fees
$0 – $100,000	1.800%
$100,000 – $500,000	1.600%
$500,000 – $1,000,000	1.500%
$1,000,000 – $2,500,000	1.250%
$2,500,000 – $5,000,000	1.150%
$5,000,000 – $20,000,000	1.000%
$20,000,000 +	0.750%

For example: For a typical account valued at $500,000, we bill the first $100,000 at 1.8% and bill the next $400,000, at 1.6%.

There is a minimum account size of $100,000.

Financial Planning & Consulting Services

Fees charged for our financial planning and consulting services are negotiable based upon the type of client, the services requested, the investment adviser representative providing advice, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative. The following are the fee arrangements available for financial planning and consulting services offered by Lindsey Wealth Management.

Fees for Financial Planning Services

Lindsey Wealth Management provides financial planning services under an hourly fee arrangement. An hourly fee of $250 per hour is charged by Lindsey Wealth Management for financial planning services under this arrangement. Before commencing financial planning services, Lindsey Wealth Management provides an estimate of the approximate hours needed to complete the requested financial planning services. Our Financial Planning Process involves our Investment Advisors representative meeting with clients to obtain information related the clients current financial situation and investment objectives. This information will be utilized by your investment advisor representative to develop a formal written plan that has been developed to help the client work towards reaching their goals. The typical range of hours required for financial planning services is 2-20 hours depending upon the complexity of the client’s situation. If Lindsey Wealth Management anticipates exceeding the estimated amount of hours required, Lindsey Wealth Management will contact you to receive authorization to provide additional services. You will pay in advance a mutually agreed upon retainer that will be available for Lindsey Wealth Management to bill hourly fees against for our financial planning services; however, under no circumstances will Lindsey Wealth Management require you to pay fees more than $500 more than six months in advance. Any unpaid hourly fees are due immediately upon completion and delivery of the financial plan.

Lindsey Wealth Management also provides financial planning services under a fixed fee arrangement. Dependent upon the client’s needs and the complexity of the client’s situation a fixed fee engagement may be deemed more advantageous than an hourly engagement. If a fixed fee engagement is deemed to be appropriate for the client a mutually agreed upon fixed fee is charged for financial planning services under this arrangement. There is a range in the amount of the fixed fee charged by Lindsey Wealth Management for financial planning services. The minimum fixed fee is generally $500, and the maximum fixed fee is generally no more than $5,000. The amount of the fixed fee for your engagement is specified in your financial planning agreement with Lindsey Wealth Management. At our sole discretion, you may be required to pay in advance of the fixed fee at the time you execute an agreement with Lindsey Wealth Management; however, at no time will Lindsey Wealth Management require payment of more than $500 in fees more than six months in advance. Upon completion and delivery of the financial plan, the fixed fee is considered earned by Lindsey Wealth Management and any unpaid amount is immediately due.

The fees for the financial planning services may be waived by Lindsey Wealth Management at our sole discretion.

To the extent Lindsey Wealth Management provides you with general investment recommendations as part of the financial planning services and you implement such investment recommendations through Lindsey Wealth Management, we may offer in our agreement with you to waive or reduce the fees for financial planning services.

The financial planning services terminate upon delivery of the written financial plan or upon either party providing the other party with written notice of termination.

You may terminate the financial planning services within five (5) business days of entering into an agreement with Lindsey Wealth Management without penalty or fees due. If you terminate the financial planning services after five (5) business days of entering into an agreement, you will be responsible for immediate payment of any financial planning services performed by Lindsey Wealth Management prior to the receipt by Lindsey Wealth Management of your notice. For financial planning services performed by Lindsey Wealth Management under an hourly arrangement, you will pay Lindsey Wealth Management for any hourly fees incurred at the rates described above. For financial planning services performed by Lindsey Wealth Management under a fixed fee arrangement, you will pay Lindsey Wealth Management a pro-rated fixed fee equivalent to the percentage of work completed by Lindsey Wealth Management as determined by Lindsey Wealth Management. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Lindsey Wealth Management to you.

<u>Fees for Consulting Services</u>

Lindsey Wealth Management provides consulting services under an hourly fee arrangement. An hourly fee of $250 per hour is charged by Lindsey Wealth Management for consulting services. Before providing consulting service, Lindsey Wealth Management will provide an estimate of the approximate hours needed to complete the consulting services. If Lindsey Wealth Management anticipates exceeding the estimated amount of hours required, Lindsey Wealth Management will contact you to receive authorization to provide additional services. You may be requested to pay in advance a mutually agreed upon retainer that will be available for Lindsey Wealth Management to bill hourly fees against for our consulting services; however, under no circumstances will Lindsey Wealth Management require you to pay fees more than $500 more than six months in advance. The standard billing dates and events of Lindsey Wealth Management are the following: (1) the first business day of each month; (2) the date when incurred hourly fees will cause the retainer balance to be depleted to zero; (3) the date or thereafter that Lindsey Wealth Management substantially provides the agreed upon services; and (4) the date the engagement is terminated by either you or Lindsey Wealth Management. Upon presentment of the invoice to you, Lindsey Wealth Management will deduct the hourly fees due Lindsey Wealth Management against your current retainer balance and you will immediately pay Lindsey Wealth Management any outstanding balance of hourly fees due.

Lindsey Wealth Management also provides consulting services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for consulting services under this arrangement. There is a range in the amount of the fixed fee charged by Lindsey Wealth Management for consulting services. The minimum fixed fee for consulting services will be $500, and maximum fixed fee for consulting services will be generally no more than $5,000. The amount of the fixed fee for your engagement is specified in your consulting agreement with Lindsey Wealth Management. At our sole discretion, you may be required to pay in advance of the fixed fee at the time you execute an agreement with Lindsey Wealth Management. At no time will Lindsey Wealth Management require payment of more than $500 in fees more than six months in advance. The fixed fee will be considered earned by Lindsey Wealth Management and any unpaid amount immediately due from Client upon the completion of the consulting services. The fixed fee will be considered earned by Lindsey Wealth Management and immediately due from Client upon completion of the consulting services.

At our discretion, Lindsey Wealth Management may offer to waive the fees for certain consulting services.

To the extent Lindsey Wealth Management provides you with general investment recommendations as part of our consulting services and you implement such investment recommendations through us, Lindsey Wealth Management at our discretion may offer to waive or reduce the fee for certain consulting services.

To the extent you paid Lindsey Wealth Management a fee for a written financial plan, Lindsey Wealth Management at our discretion may offer to waive or reduce the fee for any consulting services provided by Lindsey Wealth Management to you during the first twelve (12) months following the execution of an agreement with us.

The one-time consulting services will terminate upon completion of the consultation or either party providing the other party with written notice. The "as-needed" consulting services will terminate upon either you or Lindsey Wealth Management providing written notice of termination to the other party.

You may terminate the consulting services within five (5) business days of entering into an agreement with Lindsey Wealth Management without penalty or fees due. If you terminate the consulting services after five (5) business days of entering into an agreement with Lindsey Wealth Management, you will be responsible for immediate payment of any consulting work performed by Lindsey Wealth Management prior to the receipt by Lindsey Wealth Management of your notice. For consulting services performed by Lindsey Wealth Management under an hourly arrangement, you will pay Lindsey Wealth Management for any hourly fees incurred at the rates described above. For consulting services performed by Lindsey Wealth Management under a fixed fee arrangement, you will pay Lindsey Wealth Management a pro-rated fixed fee equivalent to the percentage of work completed by Lindsey Wealth Management as determined by Lindsey Wealth Management. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Lindsey Wealth Management to you.

Other Fee Terms for Financial Planning & Consulting Services

As stated previously our Financial Planning and Consulting services are available to all clients.

You may pay the investment advisory fees owed for the financial planning services by submitting payment directly (for example, by check) or having the fee deducted from an existing investment account.

If you elect to pay by automatic deduction from an existing investment account, you will provide written authorization to Lindsey Wealth Management for such charge.

You should notify Lindsey Wealth Management within ten (10) days of receipt of an invoice if you have questions about or dispute any billing entry.

To the extent Lindsey Wealth Management engages an outside professional (i.e. attorney, independent investment adviser or accountant) while providing financial planning and consulting services to you, Lindsey Wealth Management will be responsible for the payment of the fees for the services of such an outside professional, and you will not be required to reimburse Lindsey Wealth Management for such payments. To the extent that you personally engage such an outside professional, you will be responsible for the payment of the fees for the services of such an outside professional, and Lindsey Wealth Management will not be required to reimburse Client for such payments. Fees for the services of an outside professional (i.e. attorney, independent investment adviser or accountant) will be in addition to and separate from the fees charged by Lindsey Wealth Management, and you will be responsible for the payment of the fees for the services of such an outside professional. In no event will the services of an outside professional be engaged without your express approval.

All fees paid to Lindsey Wealth Management for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges in addition to the financial planning and consulting fees paid to Lindsey Wealth Management and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

All fees paid to Lindsey Wealth Management for advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, you may pay an initial or deferred sales charge.

If you retain Lindsey Wealth Management to implement the recommendations provided under this service, Lindsey Wealth Management may recommend load or no-load mutual funds that charge you 12(b)-1 fees. Your investment adviser representative may receive a portion of these 12(b)-1 fees in his or her separate capacity as a registered representative of a securities broker-dealer. The receipt of 12(b)-1 fees could represent an incentive for Lindsey Wealth Management or your investment adviser representative to recommend mutual funds with 12(b)-1 fees or higher 12(b)-1 fees over mutual funds with no 12(b)-1 fees or lower 12(b)-1 fees and therefore creates a conflict of interest.

All fees paid to Lindsey Wealth Management for financial planning and consulting services are separate and distinct from the commissions charged by a broker-dealer or asset management fees charged by an investment adviser to implement such recommendations.

If you elect to implement the recommendations of Lindsey Wealth Management through our other investment advisory programs, Lindsey Wealth Management may waive or reduce a portion of the investment advisory fees for such investment advisory program(s). Any reduction will be at the discretion of your investment adviser representative and disclosed to you prior to contracting for additional investment advisory services.

It should be noted that lower fees for comparable services may be available from other sources.

Referral of Third-Party Money Managers - Lindsey Wealth Management offers advisory services by referring clients to a third-party money manager offering asset management and other investment advisory services.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. *Item 6* is not applicable to this Disclosure Brochure because we do not charge or accept performance-based fees.

Item 7 – Types of Clients

Lindsey Wealth Management generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

You are required to execute a written agreement with Lindsey Wealth Management specifying the particular advisory services in order to establish a client arrangement with Lindsey Wealth Management.

Minimum Investment Amounts Required

Lindsey Wealth Management requires a minimum of $100,000 in order to open an account. To reach this account minimum, clients can aggregate all household accounts. Exceptions may be granted to this minimum based upon the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits and the relationship of the client with the investment adviser representative.

The minimum fee generally charged for financial planning services provided on an hourly basis is $250. The minimum fixed fee generally charged for financial planning services on a fixed fee basis is $500.

The minimum hourly fee generally charged for consulting services is $250. The minimum fixed fee generally charged for consulting services is $500.

Third-party money managers may have minimum account and minimum fee requirements in order to participate in their programs. Each-third party money manager will disclose its minimum account size and fees in its Form ADV Part 2A Disclosure Brochure.

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

Methods of Analysis

Lindsey Wealth Management uses the following methods of analysis in formulating investment advice:

> Charting - This is a set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.
>
> Charting is likely the most subjective analysis of all investment methods since it relies on proper interpretation of chart patterns. The risk of reliance upon chart patterns is that the next day's data can always negate the conclusions reached from prior days' patterns. Also, reliance upon chart

patterns bears the risk of a certain pattern being negated by a larger, more encompassing pattern that has not shown itself yet.

Cyclical – This method analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins, and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

While most economists and investors agree that there are cycles in the economy that need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, then downside price action can result prior to any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

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

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

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

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

There are risks involved in using any analysis method.

To conduct analysis, Lindsey Wealth Management gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC, and company press releases.

Investment Strategies

Lindsey Wealth Management uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases. Investments held at least a year.

Short term purchases. Investments sold within a year.

Recommendations For Accounts Above $25,000

Lindsey Wealth Management primarily recommends the use of equites and ETFs that use tactical asset allocation. They are chosen relative to the risk tolerance that is established by the client and the client’s holistic asset allocation. Clients receive an Investment Policy Statement stating the risk that they are willing to take. Their account is managed in accordance with the Investment Policy Statement.

Tactical asset allocation. Allows for a range of percentages in each asset class based on a proprietary formula. These assets could range from full invested in ETFs to having the account invested 100% in cash. Risk tolerance is used to establish minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters based on their risk.

Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak. The overall long term goal is to try to lower clients risk and produce returns within the client’s guidelines in their Investment Policy Statement.

Recommendations For Accounts Below $25,000

These portfolios are designed to achieve optimal returns at every level of risk. These accounts would be opened electronically by the client and are designed to provide overall asset allocation. You are invested in a globally diversified, passive portfolio of exchange-traded funds (ETFs). There are no trading cost or IRA or Roth IRA fees charged to clients. Every dollar that you contribute is invested in a portfolio with tax-efficiency in mind.

In simple terms, ETFs are funds that hold all the securities in an index (e.g., Standard and Poor's 500) and trade like a stock. In an ETF, the manager's job is to keep the portfolio as close to its index as possible rather than to make judgments on a single security. To keep the portfolio aligned with its index, the manager must buy the stock in the index regardless of the security's price. There are also risks associated with ETFs:

- Geographical Limitations: The United States has many ETF products but some countries have only a few ETFs available with limited products (e.g., only large-cap products).
- Trading Limitations: If ETFs have large trading volumes, the advantage of purchasing it over an index or equity diminishes. In addition, active ETFs can increase trading fees and expenses.
- Investment Horizon Limitation: The trading opportunities of an ETF may be more suitable for a short-term investor than a long-term investor.
- Inactivity Limitation: Some ETFs are not as actively traded as others and investing in actively managed mutual fund may be more effective.
- Tax Limitations: Tax laws vary from state to state and country to country. For foreign investments, it may be more advantageous to find another product.

Risk of Loss

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

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock

equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in a an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

Item 9 – Disciplinary Information

Item 9 is not applicable to this Disclosure Brochure because there are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

Lindsey Wealth Management is **not** and does **not** have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, 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), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

Third-Party Money Managers

Lindsey Wealth Management has developed several programs, previously described in *Item 5* of this disclosure brochure, designed to allow us to recommend and select third-party money managers for you. Once you select the third-party money manager to manage all or a portion of your assets, the third-party money manager will pay us a portion of the fees you are charged. Please refer to *Items 4 and 5* for full details regarding the programs, fees, conflicts of interest and materials arrangements when Lindsey Wealth Management selects other investment advisers.

Insurance Agent

You may work with your investment adviser representative in his or her separate capacity as an independent insurance agent. When acting in his or her separate capacity as an independent insurance agent, the investment adviser representative may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. As such, your investment adviser representative in his or her separate capacity as an insurance agent, may suggest that you implement recommendations such as purchasing disability insurance, life insurance, annuities, or other insurance products. This receipt of commissions creates an incentive for the representative to recommend those products for which your investment adviser representative will receive a commission in his or her separate capacity as an insurance agent. Consequently, the advice rendered to you could be biased. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative acting as an independent insurance agent.

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

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Lindsey Wealth Management has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Lindsey Wealth Management’s Code of Ethics covers all individuals that are classified as “supervised persons”. All employees, officers, directors and investment adviser representatives are classified as supervised persons. Lindsey Wealth Management requires its supervised persons to consistently act in your best interest in all advisory activities. Lindsey Wealth Management imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm’s fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Lindsey Wealth Management. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Lindsey Wealth Management or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of Lindsey Wealth Management that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. Lindsey Wealth Management and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Lindsey Wealth Management.

Any associated person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

Lindsey Wealth Management does not maintain custody of any of clients' accounts (see Item 15). Client's assets must be maintained in an account at a "qualified custodian" (generally a broker/dealer, bank or trust company) that is frequently assessed for its capabilities to serve as a custodian by their respective industry regulatory authority. Our firm is not a custodian nor does it have an affiliate that is a custodian.

How We Select Brokers/Custodians

We seek to recommend a custodian/broker that will hold your assets and execute transactions on terms that are, overall, most advantageous when compared with other available providers and their services. We consider a wide range of factors, including:

- Capability to execute, clear, and settle trades (buy and sell securities for your account) itself or to facilitate such services.

- Capability to facilitate timely transfers and payments to and from accounts.
- Availability of investment research and tools that assist us in making investment decisions.
- Quality of services.
- Competitiveness of the price of those services and willingness to negotiate the prices.
- Reputation, financial strength, and stability.
- Prior service to us and our other clients.
-Client Confidentiality

The Custodian and Brokers We Use

When engaged to provide investment management services, the firm will typically recommend clients use the institutional services division of Shareholders Services Group, Inc. (SSG), who ultimately conducts transactions and asset custody through Pershing, LLC – a BNY Mellon Company ("Pershing"). Both SSG and Pershing are FINRA and SIPC members, and are independent SEC-registered broker/dealers. As stated earlier, our firm is independently owned and operated and is not legally affiliated with SSG or Pershing, or any other provider we may recommend.

While our firm recommends a client use SSG as their service provider, the client will decide whether to do so and they will open their account with SSG by entering into an account agreement with SSG. Our firm does not technically open the account for the client, although we assist the client in doing so. If a client does not wish to place their assets with SSG or Pershing, LLC through SSG, then our firm potentially man not be able to manage their account under certain types of investment management services engagement.

SSG offer independent investment advisors various services which include custody of securities, trade execution, clearance and settlement of transactions. Our firm may receive certain benefits from SSG through participation in their programs (please see Item 14).

LWM periodically conducts an assessment of any services provider recommended (including SSG) which generally involves a review of their range of services, reasonableness of fees, among other items, and in comparison to their industry peers.

Best Execution

Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed in the earlier section and in Item 14.

Our firm recognizes its obligation in seeking "best execution" for its clients, however, the determinative factor is not always the lowest possible cost but whether the selected service provider's transactions represent the best "qualitative" execution while taking into consideration the full range of services provided. Therefore, our firm will seek services involving competitive rates but it may not necessarily correlate into the lowest possible rate for each transaction.

LWM has determined that having its trades executed through SSG/Pershing is consistent with its duty to seek "best execution" for client trades. LWM periodically reviews its policies regarding recommending service providers to its clients considering the firm's duty to seek "best execution".

Directed Brokerage

LWM does not require or engage in directed brokerage involving its accounts. A client may direct the firm (in writing) to use another particular broker/dealer to execute some or all transactions for their account. In these circumstances, the client will be responsible for negotiating, in advance, the terms and/or arrangements for their account with their selected broker/dealer. Our firm will be limited in its ability to execute trades on the client's behalf and the client may be required to do these trades on their own.

The firm will not be obligated to seek better execution services or prices from these other broker/dealers or be able to aggregate client transactions, should the firm choose to do so, for execution through other custodians with orders for other accounts managed by our firm. As a result, a client may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices, on transactions for their account than would otherwise be the case.

However, for compliance and operational efficiencies, Lindsey Wealth Management has decided to require our clients to use broker/dealers and other qualified custodians determined by LWM.

Aggregating Securities Transactions

Transactions for each client will generally be effected independently unless the firm decides to purchase or sell the same securities for several clients at approximately the same time often termed "aggregated" or "batched" orders. The firm does not receive any additional compensation or remuneration as a result of aggregated transactions.

LWM may (but is not obligated to) aggregate orders in an attempt to obtain better execution, negotiate favorable transaction rates, or to allocate equitably among client accounts should there be differences in prices and commissions or other transaction cost that might have been obtained had such orders been separately placed.

Within aggregated orders, transactions will generally be averaged as to price and allocated among the clients on a pro rata basis on any given day and the firm will attempt to do so in accordance with applicable industry rules. Client accounts where trade aggregation is not allowed or infeasible may potentially be assessed higher transaction costs than those that are batched. LWM review both its trade aggregation procedures and allocation process on a periodic basis to ensure it remains within stated policies and/or regulation.

Our firm has determined that having its trades executed through SSG/Pershing is consistent with its duty to seek "best execution" for client trades. The firm periodically reviews its policies regarding recommending service providers to its clients in light of the firm's duty to seek "best execution".

Soft Dollar Benefits

An investment adviser receives soft dollar benefits from a broker-dealer when the investment adviser receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer.

LWM does not have a soft dollar agreement with a broker-dealer or a third-party.

Handling Trade Errors

LWM has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of LWM to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by LWM if the error is caused by LWM. If the error is caused by the broker-dealer, the broker-dealer is responsible for handling the trade error. LWM will never benefit or profit from trade errors.

Agency Cross Transactions

Our associated persons are prohibited from engaging in agency cross transactions, meaning we cannot act as brokers for both the sale and purchase of a single security between two different clients and cannot receive compensation in the form of an agency cross commission or principal mark-up for the trades.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Managed accounts are reviewed at least quarterly. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and objectives review and making a change if strategy and objectives have changed. Reviews are conducted by Darwin J. Lindsey, with reviews performed in accordance with your investment goals and objectives.

Accounts established and maintained with other third-party money managers are reviewed at least quarterly, usually when statements and/or reports are received from the money manager.

Our financial planning services terminate upon the presentation of the written plan. Our financial planning and consulting services do not include monitoring the investments of your account(s), and therefore, there is no ongoing review of your account(s) under such services.

Statements and Reports

For our asset management services, you are provided with transaction confirmation notices and regular quarterly account statements directly from the qualified custodian.

Whether reports by an outside money manager are provided to you will depend upon the outside money manager.

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by LWM.

You are encouraged to always compare any reports or statements provided by us, a sub-adviser or third-party money manager against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

LWM does not directly or indirectly compensate any person for client referrals.

The only compensation received from advisory services is the fees charged for providing investment advisory services as described in *Item 5* of this Disclosure Brochure. LWM receives no other forms of compensation in connection with providing investment advice.
Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.

Potential Conflicts of Interest

LWM may receive an economic benefit from external sources in the form of their support products and services they make available to our firm and other independent investment advisors. As disclosed under Item 12, our firm participates in SSG/Pershing's institutional customer programs and we may recommend SSG and its arrangement with Pershing to our cli8ents for custody and brokerage services.

There is no direct link between our participation in the program and the investment advice we give our clients, although our firm receives economic benefits through its participation in the program that are typically not available to "retail investors". These benefits include the following products and services (provided either without cost or at a discount):

- Receipt of duplicate client statement and confirmations
- Research related products and tools
- Consulting services
- Access to a trading desk serving our clients
- Access to block trading (which provides our ability to aggregate securities transactions for execution and then allocate the appropriate shares to our client's accounts)
- Access to an electronic communications network for client order entry and account information
- Access to mutual funds with no "loads" or transaction fees, and to certain institutional money managers
- Discounts on research, technology, and practice management products or services provided to our firm by third party vendors.

SSG may also pay for business consulting and professional services received by our firm. Some of the products and services made available by SSG may benefit our firm by may not benefit client accounts. These products or services may assist us in managing and administering our client accounts, including accounts not maintained as SSG. These other services made available by SSG are intended to help our firm manage and further develop our business enterprise. The benefits received by our firm or its associates through participation in a program does not depend on the amount of brokerage transactions directed to SSG/Pershing.

As part of its fiduciary duty, LWM will endeavor at all time to put the interests of our clients first. Our Clients should be aware, however, that the receipt of any economic benefit by our firm or its associates in and of itself, creates a potential conflict of interest and may influence our choice of SSG/Pershing for custody and brokerage services.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

LWM is deemed to have custody of client funds and securities whenever LWM is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody LWM will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

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

Under government regulations, we are deemed to have custody of your assets if, for example, you authorize us to instruct Pershing to deduct our advisory fees directly from your account. Pershing maintains actual custody of your assets.

For Pershing, your statements will be available for you to review on the activity section of your Pershing NetXInvestor account portal. You will also receive account statements directly from www.netxinvestor.com. You should carefully review those statements promptly.

When fees are deducted from an account, qualified custodian (on behalf of LWM) is responsible for calculating the fee and delivering instructions to the custodian. At the same time the custodian is to deduct fees from your account; you will be sent an invoice itemizing the fee. Itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Item 16 – Investment Discretion

When providing asset management services, LWM maintains trading authorization over your Account and can provide management services on a **discretionary** basis. When discretionary authority is granted, we will have the authority to determine the type of securities, the amount of securities that can be bought or sold and the broker or dealer to be used for your portfolio without obtaining your consent for each transaction.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to LWM so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Item 17 – Voting Client Securities

LWM does not vote proxies on behalf of Clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in Account.

You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact us. However, you will have the ultimate responsibility for making all proxy-voting decisions.

With respect to assets managed by a third-party money manager, we will not vote the proxies associated with these assets. You will need to refer to each third-party money manager's disclosure brochure to determine whether the third-party money manager will vote proxies on your behalf. You may request a complete copy of third-party money manager's proxy voting policies and procedures as well as information on how your proxies were voted by contacting the third-party money manager or by contacting LWM at the address or phone number indicated on Page 1 of this disclosure document.

Item 18 – Financial Information

This *Item 18* is not applicable to this brochure. LWM does not require or solicit prepayment of more than $500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, LWM has not been the subject of a bankruptcy petition at any time.

Item 19 – Requirements for State-Registered Advisers

Executive Officer and Management Personnel

Darwin J. Lindsey

Educational Background:

Vincennes University, Associate’s Degree - Business Administration: 1998
Indiana University, Bachelor’s Degree - Finance: 2000
The American College, Masters of Financial Services: 2011

Business Experience:

Lindsey Wealth Management, President & CEO, 12/2014 to Present
Dillon Wealth Management, Strategic Planning Coordinator, 07/2012 to 12/2014
LPL Financial, LLC, Registered Representative, 01/2010 to 12/2014
LPL Financial, LLC, Investment Advisor Representative 07/2012 to 11/2013
German American Bancorp, Financial Advisor, 12/2009 to 07/2012
Old National Bank, Customer Service Representative, 01/2009 to 12/2009
Vincennes Staffing, Maintenance, 12/2008 to 01/2009
Edward Jones, Financial Advisor, 04/2003 to 01/2008

<u>Other Business Activities</u>

Darwin J. Lindsey has an outside business activity that is not part of LWM. Darwin J. Lindsey is independently licensed to sell insurance and annuity products through various insurance companies. When acting in this capacity, Darwin J. Lindsey will receive commissions for selling insurance and annuity products.

Darwin J. Lindsey may also receive other incentive awards for the recommendation/sale of annuities and other insurance products. The receipt of compensation and other incentive benefits may affect the judgment of Darwin J. Lindsey when recommending products to its clients. While Darwin J. Lindsey endeavors at all times to put the interest of his clients first as a part of LWM’s overall fiduciary duty to clients, clients should be aware that the receipt of commissions and additional compensation itself creates a conflict of interest, and may affect Darwin J. Lindsey’s decision making process when making recommendations.

Clients are never obligated or required to purchase insurance products from or through Darwin J. Lindsey and may choose any independent insurance agent and insurance company to purchase insurance products. Regardless of the insurance agent selected, the insurance agent or agency will receive normal commissions from the sale.

See Item 10 – Other Financial Industry Activities and Affiliations.

<u>No Performance Based Fees</u>

As previously disclosed in *Item 6*, LWM does not charge or accept performance-based fees.

<u>No Arbitrations</u>

LWM or any of its associated persons have not been the subject of any client arbitrations or similar legal disputes.

FACTS	WHAT DOES LINDSEY WEALTH MANAGEMENT, LLC DO WITH YOUR PERSONAL INFORMATION

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and income ▪ Assets and investment experience ▪ Account transactions and risk tolerance, and ▪ Employment information When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Lindsey Wealth Management, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lindsey Wealth Management LLC, share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Who we are	
Who is providing this notice?	Lindsey Wealth Management, LLC and affiliates set forth below.

What we do	
How does Lindsey Wealth Management, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Lindsey Wealth Management, LLC collect my personal information?	We collect your personal information, for example, when you ■ open an account or seek advice about your investments ■ direct us to buy securities or direct us to sell your securities ■ enter into an investment advisory contract or tell us about your investment or ■ retirement portfolio or earnings
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ The only affiliation is Darwin J. Lindsey as an independent insurance agent.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ Lindsey Wealth Management, LLC does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Lindsey Wealth Management, LLC doesn't jointly market.

Business Continuity Plan

Lindsey Wealth Management has a business continuity and contingency plan in place designed to respond to significant business disruptions. These disruptions can be both internal and external. Internal disruptions will impact our ability to communicate and do business, such as a fire in the office building. External disruptions will prevent the operation of the securities markets or the operations of a number of firms, such as earthquakes, wildfires, hurricanes, terrorist attack or other wide-scale, regional disruptions.

Our continuity and contingency plan has been developed to safeguard employees' lives and firm property, to allow a method of making financial and operational assessments, to quickly recover and resume business operations, to protect books and records, and to allow clients to continue transacting business.

The plan includes the following:

- Alternate locations to conduct business;
- Hard and electronic back-ups of records;
- Alternative means of communications with employees, clients, critical business constituents and regulators; and
- Details on the firms' employee succession plan

Our business continuity and contingency plan is reviewed and updated on a regular basis to ensure that the policies in place are sufficient and operational.

LINDSEY
WEALTH MANAGEMENT

Item 1 – Cover Page

FORM ADV PART 2B BROCHURE SUPPLEMENT

Lindsey Wealth Management, LLC
2801 N. 6th St., Suite D
Vincennes, IN 47591
www.lindseywealth.com | 812-316-2079

March 31st, 2017

Darwin J. Lindsey

CFP®, MSFS, ChFC®, CASL®, AWMA®, AAMS®, AEP®, RICP®

This brochure supplement provides information about Darwin J. Lindsey that supplements the Lindsey Wealth Management, LLC ("Lindsey Wealth Management") disclosure brochure. You should have received a copy of that brochure. Lindsey Wealth Management is a registered investment adviser. Registration of an investment adviser does not imply a certain level of skill or training. Please contact Darwin J. Lindsey at 812-316-2079 or at darwin@lindseywealth.com if you did not receive Lindsey Wealth Management's brochure or if you have any questions about the contents of this supplement.

Additional information about Darwin J. Lindsey is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Darwin J. Lindsey
Born 1978, CRD # 4469687

***Post-Secondary Educational Background*:**

Vincennes University, Associate's Degree - Business Administration: 1998
Indiana University, Bachelor's Degree – Business Finance: 2000
The American College, Master's of Science - Financial Services: 2011

***Business Background*:**

Lindsey Wealth Management, President & CEO, 12/2014 to Present
Dillon Wealth Management, Client Research and Strategic Planning Coordinator, 07/2012 to 12/2014;
LPL Financial, LLC, Registered Representative, 01/2010 to 12/2014
LPL Financial, LLC, Investment Advisor Representative 01/2010 to 12/2014
German American Bancorp, Financial Advisor, 12/2009 to 07/2012
Old National Bank, Customer Service Representative, 01/2009 to 12/2009
Vincennes Staffing, Maintenance, 12/2008 to 01/2009
Edward Jones, Financial Advisor, 04/2003 to 01/2008

Professional Designations

Accredited Asset Management Specialist (AAMS®)

The College for Financial Planning® awards the Accredited Asset Management Specialist^{SM} and AAMS® designation to individuals who have completed a course of study encompassing investments, insurance, tax, retirement, and estate planning issues. The program is designed for approximately 120-150 hours of self-study. The AAMS® designation is awarded upon passing the final examination. Designees are required to comply with the Code of Ethics, which includes agreeing to abide by the Standards of Professional Conduct and Terms and Conditions. Continued use of the AAMS® designation is subject to a) completion of 16 hours of continuing education every two years; b) reaffirmation to abide by the Standards of Professional Conduct, Terms and Conditions and to self-disclose any criminal, civil, self-regulatory organization, or governmental agency inquiry, investigation or proceeding relating to the individual's professional or business conduct; and c) payment of a biennial renewal fee.

Accredited Wealth Management Advisor (AWMA®)

The College for Financial Planning® awards the Accredited Wealth Management Advisor and AWMA® designation to individuals who successfully obtain advanced, yet practical knowledge about these critical aspects of the financial services industry: asset management, allocation, and selection; investment performance and strategies; and taxation of investment products. The coursework also includes training in investment for retirement, strategies for small business owners, and the management of deferred compensation plans. In addition, instruction will cover insurance, estate planning, asset protection, and tax reduction issues. Additionally, designees must comply with the Code of Ethics, which includes agreeing to abide by the Standards of Professional Conduct and Terms and Conditions.

Continued use of the AWMA® designation is subject to ongoing renewal requirements. Every two years individuals must renew their right to continue using the AWMA® designation by: completing 16 hours of continuing education; reaffirming to abide by the Standards of Professional Conduct, Terms and Conditions, and self-disclose any criminal, civil, self-regulatory organization, or governmental agency inquiry, investigation, or proceeding relating to their professional or business conduct.

Accredited Estate Planner (AEP®)

The AEP designation is granted by the National Association of Estate Planners & Councils (NAEPC). The AEP designation is a graduate level specialization in estate planning, which is obtained in addition to already recognized professional credentials within the various disciplines of estate planning, and is awarded to estate planning professionals (including attorneys, Chartered Life Underwriters, Certified Public Accountants, Certified Trust and Financial Advisors, Chartered Financial Consultants, and Certified Financial Planners) who meet stringent requirements of experience, knowledge, education, professional reputation, and character. As part of NAEPC's advocacy program, designation holders will be given priority in requests for referrals within each professional discipline that result from NAEPC promotion and advertising campaigns. In addition, NAEPC promotion and advertising will prominently feature the AEP® designation and the advantages of working with a professional who holds this special accreditation.

An AEP applicant must meet all requirements as established by NAEPC, including:

1. **Credential requirements:** To be eligible to be considered for the AEP® designation, the applicant must provide documentation of being licensed to practice law as an Attorney (JD) or to practice as a Certified Public Accountant (CPA), or of being currently designated as a Chartered Life Underwriter® (CLU®), Chartered Financial Consultant® (ChFC®), Certified Financial Planner (CFP®), or Certified Trust & Financial Advisor (CTFA), in any jurisdiction of the United States of America.
2. **Professional discipline engaged in estate planning requirements:** The applicant must be presently and significantly engaged in "estate planning activities" as an attorney, an accountant, an insurance professional and financial planner, or a trust officer.
3. **Experience requirement.** A minimum of five (5) years of experience engaged in estate planning and estate planning activities is required in one or more of the professional disciplines described above. To be exempt from the education requirements described below, an applicant must have a minimum of fifteen (15) years of experience engaged in estate planning and estate planning activities in one or more of the professional disciplines described above.
4. **Education requirement.** The National Association of Estate Planners & Councils (NAEPC) has designated The American College, Bryn Mawr, Pennsylvania, as the primary provider of the education courses required to earn the AEP® designation. Applicants for the AEP® designation must successfully complete two graduate courses through the Richard D. Irwin Graduate School of The American College.
5. **Membership requirement.** AEP® applicants are required to be members of, and continuously maintain membership in, an affiliated local or regional estate planning council where such membership is available. Where no affiliated local council membership is available, the applicant is required to continuously maintain an At-Large individual membership in the National Association of Estate Planners & Councils.
6. **Professional reputation and character requirement.** First, an applicant must continuously be in good standing with the applicant's respective professional organization and/or license authority (e.g., State Bar Association for attorneys, etc.). Second, an applicant must provide the names

and addresses of three professional individuals as references. Finally, in addition to the three (3) professional references, the applicant must secure a completed Affiliated Local Estate Planning Council Membership Verification Form signed by the president of the council and one other council officer who will be asked to provide information on the applicant's professional capabilities, reputation and experience.

7. **Commitment to NAEPC Code of Ethics requirement.** The applicant must sign a declaration statement to continuously abide by the NAEPC Code of Ethics.
8. **Dedicated to team concept requirement.** The applicant must acknowledge a commitment to the team concept of estate planning by signing a declaration statement.
9. **Continuing education requirement.** The applicant must satisfy a minimum of thirty (30) hours of continuing education during the previous two calendar years, of which at least fifteen (15) hours MUST have been in estate planning.
10. **Annual dues and re-certification requirement.** Designation holders are required to continuously maintain annual membership in order to use the AEP® designation. (Annual AEP® membership dues are currently $125.00.)
11. **Annual audit of certification requirements.** The AEP® Committee audits a percentage of active AEP® designation holders each year to verify compliance with the designation's certification requirements.

CERTIFIED FINANCIAL PLANNER™ or **CFP®**

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, LLC ("CFP Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 62,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and

- Ethics – Agree to be bound by CFP Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

CFP Acknowledgment: (ADVISOR) acknowledges his responsibility as a CFP® Certificant to adhere to the standards that have been established in the CFP Board's Standards of Professional Conduct. If you become aware that (ADVISOR)'s conduct may violate the Standards of Professional Conduct, you may file a complaint with the CFP Board at www.CFP.net/complaint.

Code of Ethics for CFP

The following disclosure has been included in the COE section of the 2A.

> In addition to abiding by our Code of Ethics, some of our representatives are Certified Financial Planners™ (CFP®) and also abide by the Code of Ethics and Responsibility Code of the Certified Financial Planner™ Board of Standards, LLC. The Code of Ethics and Responsibility Code requires CFP® designees to not only comply with all applicable laws and regulations but to also act in an ethical and professional responsible manner in all professional services and activities. The principles guiding CFP® designees are:
>
> - Integrity
> - Objectivity
> - Competence (in providing services and maintaining knowledge and skills to do so)
> - Fairness (to clients, principals, partners and employers and disclosing any conflicts of interest in providing services)
> - Confidentiality (keeping all client information confidential without the specific client consent unless in response to legal process or in defense of charges of wrongdoing or civil dispute)
> - Professionalism
> - Diligence

You can obtain a copy of the Code of Ethics and Responsibility Code by requesting a copy from one of our representatives.

Chartered Advisor for Senior Living® (CASL®)

The CASL® credential provides advisors with in-depth training on issues impacting seniors and those planning for retirement. The designation incorporates five required, college-level courses that represent an average total study time of more than 250 hours. Topics include investments, estate planning, health and long-term care financing, and financial decisions for retirement. CASL® designees must meet experience, continuing education and ethics requirements. The credential is awarded by The American College, a non-profit educator with an 86-year heritage and the top level of academic accreditation.

Chartered Financial Consultant® (ChFC®)

The Chartered Financial Consultant (ChFC) designation is issued by The American College. The ChFC® designation has been a mark of excellence for almost thirty years and currently requires nine college-level courses, the most of any financial planning credential. Average study time to earn the ChFC® exceeds 450 hours. Required courses cover extensive education and application training in financial planning, income taxation, investments, and estate and retirement planning. Additional electives are chosen from such topics as macroeconomics, financial decisions for retirement, and executive compensation. A candidate for designation must have 3 years of full-time business experience within the 5 years before the designation is awarded. Designates must complete 30 hours of continuing education every 2 years.

Retirement Income Certified Professional™ (RICP®)

The RICP® designation teaches advisers techniques and best practices used to create sustainable streams of retirement income. The education covers retirement income planning, maximizing Social Security and other income sources, minimizing risks to the plan, and managing portfolios during the asset distribution phase. The designation includes three required, college-level courses that represent a total average study time of more than 150 hours. RICP® designees must meet experience, continuing education and ethics requirements.

Item 3 – Disciplinary Information

Darwin J. Lindsey has no legal or disciplinary events to report.

Item 4 – Other Business Activities

Insurance Agent

Darwin J. Lindsey has an outside business activity that is not part of LWM. Darwin J. Lindsey is independently licensed to sell insurance and annuity products through various insurance companies. When acting in this capacity, Darwin J. Lindsey will receive commissions for selling insurance and annuity products.

Darwin J. Lindsey may also receive other incentive awards for the recommendation/sale of annuities and other insurance products. The receipt of compensation and other incentive benefits may affect the judgment of Darwin J. Lindsey when recommending products to its clients. While Darwin J. Lindsey endeavors at all times to put the interest of his clients first as a part of LWM's overall fiduciary duty to clients, clients should be aware that the receipt of commissions and additional compensation itself creates a conflict of interest, and may affect Darwin J. Lindsey's decision making process when making recommendations.

Clients are never obligated or required to purchase insurance products from or through Darwin J. Lindsey and may choose any independent insurance agent and insurance company to purchase insurance products. Regardless of the insurance agent selected, the insurance agent or agency will receive normal commissions from the sale.

Item 5 – Additional Compensation

In addition to the description of additional compensation provided in Item 4, Darwin J. Lindsey can receive additional benefits.

Certain product sponsors may provide Darwin J. Lindsey with other economic benefits as a result of his recommendation or sale of the product sponsors' investments. The economic benefits received by Darwin J. Lindsey from product sponsors can include but are not limited to, financial assistance or the sponsorship of conferences and educational sessions, marketing support, incentive awards, payment of travel expenses, software, and tools to assist Darwin J. Lindsey in providing various services to clients.

Although LWM and Darwin J. Lindsey endeavor at all times to put the interest of its clients ahead of its own or those of its officers, directors, or representatives ("affiliated persons"), these arrangements could affect the judgment of Darwin J. Lindsey when recommending investment products. These situations present a conflict of interest that may affect the judgment of affiliated persons including Darwin J. Lindsey.

Item 6 – Supervision

Darwin J. Lindsey is the Chief Compliance Officer of LWM. He is responsible for overseeing and enforcing the firm's compliance programs that have been established to monitor and supervise the activities and services provided by the firm and its representatives, including Darwin J. Lindsey. Darwin J. Lindsey can be contacted at 812-316-2079.

Item 7 – Requirements for State-Registered Advisers

Darwin J. Lindsey has not been involved in an arbitration award and has not been found liable in an arbitration claim alleging damages in excess of $2,500. He has not been involved in any award or found liable in any civil, self-regulatory organization, or administrative proceeding. Additionally, he has not been the subject of a bankruptcy petition.