

Triad Wealth Partners – Institutional RIA

Part 2A of Form ADV: Firm Brochure

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This brochure provides information about the qualifications and business practices of Triad Wealth Partners, LLC (“Triad Wealth,” “Adviser,” or “the Firm”). If you have any questions about the contents of this brochure, please contact us at: (785) 830-0000, or by email to: dani.hampton@triadwealthpartners.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Triad Wealth Partners, LLC is a federally registered investment adviser. This designation does not imply a specific level of specialized skill or training.

Additional information about Triad Wealth is available on the SEC’s website at www.adviserinfo.sec.gov.

The Firm maintains separate brochures for the Firm’s Turnkey Asset Management Program (“TAMP program”) and the Firm’s Institutional Registered Investment Advisor (RIA) program. This brochure relates solely to the Institutional RIA program. For information relating to the TAMP program, please refer to the separate brochure relating to the TAMP program.

Item 2: Material Changes

This Item 2 discusses only specific material changes that were made to this brochure since the last filing. Since the last brochure, the following material updates were made:

- Updates to Item 12 to reflect the use of an additional independent custodian.
- Clarifications in Item 15 of the Firm's practices with respect to the custody of client funds.

Pursuant to SEC Rules, the Firm will ensure that you receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our business' fiscal year. The Firm may provide other ongoing disclosure information about material changes as necessary. The Firm will provide you with a new brochure if requested based on changes or new information, at any time, without charge. Currently, the brochure may be requested by contacting the Firm at (785) 830-0000 or by email to: dani.hampton@triadwealthpartners.com.

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Item 4: Advisory Business

Firm Description

Triad Wealth Partners, LLC (the “Firm”) was founded in 2023 by Shawn Sparks and Bradley Johnson. The Adviser is organized as a Delaware limited liability company. The Adviser’s principal owners are Triad Collective, LLC, and Nationwide Investment Advisory. The Adviser’s principal place of business is in Lawrence, Kansas.

The Firm provides advisory services through its Investment Adviser Representatives (“IARs”). IARs are independent contractors of the Firm. IARs of the Firm generally have their own business entities with trade names, logos, and websites that they use in marketing the services they provide through the Firm. Such business entities are generally owned by one or more IARs of the Firm, not the Firm itself. The names of these business entities are set out in the Firm’s Form ADV Part 1. Clients should understand that the businesses are generally legal entities of the IAR and not of the Firm or the custodian. Additionally, the business entities owned by the IAR may provide services other than investment advice. All IARs are under the supervision of the Firm and the advisory services of the IAR are provided through the Firm.

The Firm will maintain the direct contractual relationship with each client and obtain, through such agreements, the authority to engage independent third-party managers or other service providers, as applicable, for services rendered through the platform in service of such client.

In addition to the services described above, Triad Wealth also operates a Turnkey Asset Management Platform (“TAMP”) to independent registered investment advisers (“RIAs”). Also, the Firm provides investment management solutions to RIAs in a sub-advisory capacity. Additional information regarding these services is available in the separate brochure relating to the TAMP program.

Investment Advisory Services

Through the Firm, IARs provide ongoing investment advisory and personal financial planning and consulting services to individuals, trusts, estates, charitable organizations, corporations and business entities. IARs employ a variety of investment strategies when working with clients to construct a client’s portfolio. Investment advisory services are generally offered for a fee based on assets under management as further described in the agreement with the client. In certain cases, IARs provide financial planning and consulting services for an additional fee.

Typically, when providing investment advisory services, the Firm has full discretion to select securities to buy and sell for a client’s account. However, from time-to-time clients may impose reasonable restrictions, limitations or other requirements with respect to their individual accounts. IARs work with each client in order to tailor their accounts to address their specific goals, objectives and constraints. IARs consider a range of factors that can impact the investment management process, including risk tolerance, investment time horizon, current and future cash needs and such other circumstances deemed relevant.

For clients of IARs utilizing model portfolios provided by the Firm, the Firm constructs investment models using an appropriate mix of investments, with asset allocations determined

based on the risk level of each respective model. The IAR works with the client to understand the client's objectives, goals, risk tolerance, constraints and other relevant criteria, and will select the appropriate model(s) based upon this review. In addition to the model portfolios prepared by the Firm, IARs have access to models developed and managed by other third-party investment managers for use in client accounts.

Alternatively, certain IARs of the Firm who determine not to utilize the models developed by the Firm will instead create a customized portfolio management program geared toward the client's specific investment goals, in a discretionary fashion. In this scenario, the IAR acts as the client's portfolio manager and is responsible for investment oversight and due diligence, allocation decisions, rebalancing and risk management, without the structure provided by the Firm's investment models. Utilizing information obtained regarding the client's objectives, goals, risk tolerance, constraints and other relevant criteria, the IAR will determine the specific investments to utilize in a client's portfolio.

The Firm also provides clients with access to third-party managers (each a "third-party manager"). This service provides clients access to a wide range of unique investment opportunities and asset classes. By combining third-party managers with the Firm's in-house resources, the Firm seeks to optimize its customized portfolio management capabilities for clients. Unless otherwise set forth in the third-party manager's agreement, the third-party manager shall have discretionary authority for the day-to-day management of the assets that are allocated to it by the Firm or the client. The third-party manager shall continue in such capacity until such arrangement is terminated or modified by the Firm. For certain accounts, the Firm utilizes private funds, separately managed accounts and model programs to access third-party money managers.

Financial Planning and Consulting

Triad Wealth also offers stand-alone financial planning and consulting services to clients which can address, without limitation, some, or all of the following topics:

- Financial, budgeting and cash management
- Risk management, insurance planning, and analysis
- Estate planning
- Taxation issues and tax planning
- Retirement Planning
- Investment planning/asset allocation/portfolio design
- Educational funding
- Investment goal setting

Clients who engage the Firm for these services receive a consultation (or consultations, as necessary) to discuss their unique financial circumstances, investment objectives and needs, tolerance for risk, time horizon for investments, and any particular issues of financial concern related to the selected financial planning and consulting topics. The Firm then reviews pertinent financial documents and information you provide and provides you with a written financial plan or report at the conclusion of the services, as appropriate for the scope of the engagement. The financial plan or report will include a summary of your relevant financial circumstances and a course of action and/or investment recommendations designed to assist you in achieving your

stated financial goals. The Firm will not review or update the written financial plan or report following its initial delivery, unless specifically agreed. Additional fees will apply for reviews and updates to the written financial plan or report, if requested.

Financial planning and consulting services are non-discretionary in nature. The client retains the sole discretion to accept or reject any of our recommendations, in whole or in part, and to determine the service providers to be utilized for their implementation. Upon request, the Firm can assist the client with the implementation of the Firm's financial recommendations - additional fees will apply. Clients are never obligated to use the Firm to implement any recommendations. Clients are never charged more than \$1,200 six (6) or more months in advance for these services.

Conflicts of Interest

Regardless of the investments and services you select, the Firm will make more money if you roll over assets from a retirement plan or individual retirement account ("IRA") for which the Firm does not currently provide services to a retirement plan or IRA for which the Firm do provide services, whether the rollover is from (1) a plan to an IRA, (2), an IRA to an IRA, (3) a plan to another plan, or (4) an IRA to a plan. As noted above, IARs are compensated based on the total client fees they generate for the Firm. Therefore, both the Firm and its IARs have financial incentives to recommend clients rollover to plans and accounts serviced by us. You are under no obligation, contractually or otherwise, to complete the rollover. Furthermore, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by the Firm.

Other Businesses and Programs

The Firm and our affiliates also offer to our clients a variety of services, including insurance services. The Firm earns fees for the services provided by it, and its affiliates will likewise earn fees directly for services they provide. Please see Item 10 for more information on the services provided by our affiliates.

Client Agreement

Prior to engaging an IAR of the Firm, the client will be required to enter into one or more written agreements setting forth the terms, conditions, and objectives under which the Firm shall render its services (the "Agreement"). Additionally, the Firm will only implement investment recommendations after a client has arranged for and furnished all information and authorization regarding accounts with appropriate financial institutions. Clients are advised to promptly notify their IAR if there are ever any changes in their financial situation or investment objectives.

As of December 31, 2024, Triad Wealth manages a total of approximately \$424,994,398 in Regulatory Assets Under Management (RAUM), inclusive of both the TAMP Program and the Institutional RIA Program. The Firm manages approximately \$353,537,080 in discretionary RAUM and approximately \$71,457,318 in non-discretionary RAUM.

Item 5: Fees and Compensation

General

The specific manner in which our fees are charged is established in the Agreement. The Firm generally bills its fees in advance on a quarterly basis based upon the value of assets under management on the last day of the previous quarter, as valued by custodian, or as otherwise dictated by the client's Agreement. The Agreement and/or the separate agreement with any financial institution(s) authorizes the Firm, or a third-party service provider engaged by the Firm, to invoice the custodian for the advisory fee. The Agreement further authorizes the custodian to deduct the amount stated in the fee statement from one or more of the client's accounts in accordance with applicable custody rules. The custodian does not validate or check our fee or its calculation on the assets on which the fee is based. The custodian will deduct the fee from the account(s) or, if the client has more than one account, from the account designated to pay our fees. The financial institution(s) supported by the Firm have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of advisory fees paid directly to the Firm.

A client may make additions to and withdrawals from the account at any time, subject to our right to terminate an account. As provided for in the client's Agreement, if assets are deposited into an account after the inception of a quarter, there will be no adjustment to the amount of the advisory fee for such quarter. Similarly, if a client makes a withdrawal of assets from an account after the inception of a quarter, there will be no adjustment or refund to the amount of the advisory fee paid for such quarter. If the Agreement is executed at any time other than the first day of a calendar quarter, the advisory 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. The Agreement between the Firm and a client will continue in effect until terminated by either party pursuant to the terms of the Agreement. In the event the Agreement is terminated, the advisory fee for the final billing period will be prorated through the effective date of termination, and the outstanding or unearned portion of the advisory fee will be charged or refunded to you, as appropriate.

The advisory fee is negotiable, depending on individual client circumstances. A client may withdraw account assets, subject to the usual and customary securities settlement procedures. Clients should note that the Firm designs portfolios as long-term investments and asset withdrawals can impair the achievement of a client's investment objectives. The applicability of the proration as set forth herein is governed by the specific Agreement with each client. Clients should refer to their applicable Agreements to understand the specific billing practices applicable to their assets. As set forth in a client's Agreement, the Firm may charge a client fixed fees and/or apply an annual adjustment of an agreed-upon percentage.

Investment Advisory Fees

The structure and level of the advisory fee will vary by client based upon the services provided and other considerations deemed relevant by the Firm and its IARs, but typically takes the form of a percentage of assets under management, ranging up to 2.00% per annum. Unless otherwise agreed with a client, advisory fees are applied to all assets under management. Clients that receive financial planning and consulting services from the Firm in addition to investment advisory services may be subject to an additional fee in connection with such services. Fees relating to financial planning and consulting services are discussed further below. At the Firm's discretion, the Firm may agree to 'household' certain client accounts for purposes of fee calculation depending

on the client relationship and overall services provided. All fee arrangements are subject to negotiation and fees for similarly situated clients may differ for a variety of reasons. Please see your Agreement for the fees applicable to your account.

Financial Planning and Consulting Services Fees

Triad Wealth typically charges a negotiable hourly or flat fee for its financial planning and consulting services. The specific rate applicable to your engagement will be determined prior to the commencement of services based on our expectation of the complexity, time, research, and resources required to provide services to you, and/or other factors the Firm deems relevant. The fee applicable to your account shall be set forth in a written advisory agreement. Unless otherwise agreed, fixed fees for financial planning and consulting services are typically invoiced to the client in arrears, in equal quarterly or monthly installments, and are payable by the client within thirty (30) days of invoicing. Any earned but unpaid fees are due upon delivery of the written financial plan or report to the client.

Financial planning and consulting services can be terminated at any time by either party, within five (5) business days of entering an advisory agreement, without cost or penalty. Thereafter, our financial planning and consulting services can be terminated by either party on ten (10) days' written notice to the nonterminating party. In the event of termination, the client shall pay Triad Wealth a pro-rated portion of the agreed upon fixed fee, determined based upon Triad Wealth's good faith estimate of the total percentage of work completed at the time of termination, which determination shall be final and binding on the client. Any earned but unpaid fees shall be immediately due to Triad Wealth. Clients are advised that the Firm considers substantially all of our financial planning and consulting services to be completed upon our delivery of the written financial plan or report to the client.

Financial planning and consulting services fees can be paid directly from an advisory account, via check made payable to Triad Wealth Partners, LLC or via credit card.

Third-Party Manager Fees

The Firm may employ a third-party manager to manage a portion of your account. The fees payable to a third-party manager will be set forth in a written agreement and shall be in addition to the advisory fee payable under your Agreement. If the Firm retains the third-party manager as a "subadvisor" to your account, depending on the agreement between the Firm and the subadvisor the Firm will either pay the sub-advisory fee from your advisory fee payable to the Firm or the subadvisor will deduct its fee from your account directly. For certain sub-advisers there may be a separate written agreement between you and the sub-adviser to pay an additional amount directly to the sub-adviser.

Additional Fees and Expenses

The Firm's fees are exclusive of administration expenses, brokerage commissions, transaction fees, fund expenses and other related costs and expenses which shall be incurred by a client. Custody fees will vary depending on the custodian. Clients utilizing the same custodian may be subject to differing levels of custody fees, based on the billing practices of the applicable custodian. All brokerage charges and related transaction costs are charged to the account(s) as they occur. Clients incur certain charges imposed by custodians, brokers, third party managers and other third

parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

When beneficial to the client, certain transactions may be effected through brokers other than the account custodian, in which event, except in situations in which the custodian has waived the additional fee, the client generally will incur both the fee (commission, mark-up/mark-down) charged by the executing broker and a separate “tradeaway,” “step-out” and/or prime broker fee charged by the custodian.

Mutual funds, closed-end funds, exchange traded funds (“ETFs”), structured products and other pooled investment vehicles are subject to commissions, fees and expenses which are disclosed in the fund’s prospectus or offering documents. Such charges, fees and commissions are exclusive of and in addition to our advisory fee. Clients may be charged a sales load for any mutual funds where applicable.

Many funds offer multiple share classes available for investment based upon certain eligibility and/or purchase requirements. For instance, in addition to more commonly offered retail mutual fund share classes, some funds offer institutional share classes or other share classes specifically designed for purchase by an account for a fee-based investment advisory program. However, these share classes may also have higher transaction costs and may have minimum purchase criteria that limit availability to larger transactions. Clients should not assume that their assets will be invested in the share class (regardless of the type of fund structure – mutual fund, closed-end fund, hedge fund, private equity fund or other alternative vehicle) with the lowest possible expense ratio.

Triad Wealth often suggests the purchase of non-affiliated mutual funds and exchange-traded funds to its clients, to the extent such is an appropriate investment vehicle for client’s portfolio, but do not receive any commissions associated with same.

Compensation of IARs

IARs are entitled to receive and share in the advisory fees payable to the Firm by a client. As noted above, certain IARs of the Firm are licensed insurance agents and are compensated for the sale of insurance-related products. To the extent such insurance products have commissions payable to the IAR, this presents a conflict of interest for the IAR to recommend such products for additional compensation.

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

Performance-Based Fees

Triad Wealth does not currently charge performance-based fees.

Side-by-Side Management

In some cases, IARs of the Firm manage clients in the same or similar strategies. This may give rise to potential conflicts of interest if the clients have, among other things, different objectives or fees. For example, potential conflicts may arise in the following areas: client orders do not get fully executed, trades may get executed for an account that may adversely impact the value of

securities held by a client, there will be cases where certain clients receive an allocation of an investment opportunity when other accounts may not, and/or trading and securities selected for a particular client may cause differences in the performance of different accounts or funds that have similar strategies.

From time to time, IARs may recommend that certain of the Firm clients invest in limited investment opportunities. The allocation of these investments across client portfolios is generally not executed on a pro rata basis as a number of factors will determine whether the limited offering is appropriate or suitable for a client. Accordingly, such opportunities may be allocated based on another approach, including random selection, selection based on account size or another methodology. Factors which may impact the allocation include but are not limited to: account size, liquidity, investor qualification and risk tolerance. The Firm notes that limited investment opportunities may not be appropriate for smaller accounts, depending on factors such as minimum investment size, account size, risk, and diversification requirements, and accordingly may not be allocated such investments.

Item 7: Types of Clients

IARs of the Firm generally provide investment advice to the following types of clients:

- Individuals (including high net worth individuals)
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

As discussed elsewhere in this brochure, the Firm may impose minimum account size requirements with respect to certain of our advisory services. In addition, certain third-party managers may impose more restrictive account requirements and varying billing practices than us. In such instances, the Firm may alter our corresponding account requirements and/or billing practices to accommodate those of the manager(s).

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

Methods of Analysis and Investment Strategies

Security analysis methods can include fundamental analysis, financial analysis, technical analysis, charting, cyclical and macro-economic analysis.

Triad Wealth will generally invest client portfolios utilizing a diversified mix of mutual funds, ETFs, individual stocks and bonds, cash, and cash equivalents. selected by its investment committee after thorough evaluation and due diligence which considers among other things, the fund strategies, potential risks and returns (net of fees), as well as considerations regarding the associated fund company. The Firm updates its analysis regarding the investments it uses on a regular basis, no less than annually, and also periodically considers alternative investment funds. Investments can be replaced from a client's portfolio if Triad Wealth's risk and return objectives are not being satisfied, if another alternative appears more appropriate, or based on a strategic shift in asset allocation. Triad Wealth does not receive any compensation from any investment product.

The primary investment strategy used on client accounts is strategic asset allocation to match the goals and objectives of the client while considering current macro conditions and the client's risk tolerance. The Firm's investment committee develops and maintains models that can be assigned for a given client's risk tolerance. These models can then be tailored when necessary for the needs of the client. A combination of mutual funds, ETFs, individual stocks and bonds, cash and cash equivalents can be utilized in attempting to carry out the client's objectives.

Client portfolios are rebalanced as needed to maintain fund allocations within a pre-set target range. In determining whether to rebalance a portfolio, Triad Wealth also considers the tax impact, market status, and investment model changes, as appropriate.

Key Personnel

Triad Wealth's Chief Investment Officer, Brent Coggins has management oversight responsibility of the Adviser's investment strategy. The Firm's Portfolio Management team manages the day- to-day aspect of the Firm's proprietary and managed strategies.

Risk of Loss

No investment is free of risks. Current and prospective clients of Triad Wealth are cautioned that an investment in securities involve risk of loss, including the possibility of a complete loss of the amount invested. All investors should be prepared to bear these risks. Our investment approach constantly keeps the risk of loss in mind. Investments in securities involve risk which can include the following:

- *Market Risk:* The price of a security, bond, or mutual fund can drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic, and social conditions can trigger market events.
- *Interest-Rate Risk:* Fluctuations in interest rates can cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk:* When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then

refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Financial Risk:* Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations can result in bankruptcy and/or a declining market value.

Allocations to third-party managers are subject to the following additional risks:

- *Third-Party Aggressive Investment Technique Risk:* The manager may use investment techniques and financial instruments that may be considered aggressive, including but not limited to investments in derivatives, such as futures contracts, options on futures contracts, securities and indices, forward contracts, swap agreements and similar instruments. Such techniques may also include taking short positions or using other techniques that are intended to provide inverse exposure to a particular market or other asset class, as well as leverage, which can expose a client's account to potentially dramatic changes (losses or gains). These techniques may expose a client to potentially dramatic changes (losses) in the value of its allocation to the manager.
- *Use of Leverage:* Certain investment strategies keep a client's existing assets in place and utilize the account's assets as collateral to build a long/short extension. Use of leverage exposes clients to additional levels of risk, including (i) greater losses from investments than would otherwise have been the case had the clients not borrowed to make the investments, (ii) margin calls or interim margin requirements which may force premature liquidations of investment positions, (iii) losses on investments where the investment fails to earn a return that equals or exceeds the clients' cost of borrowing such funds and (iv) fluctuations in interest rates on the clients' borrowings, which may have a negative effect on the clients' profitability. In the event of a sudden, precipitous drop in value of a clients' assets, the client might not be able to liquidate assets quickly enough to repay its borrowings, further magnifying its losses.
- *Counterparty Risk:* The institutions (such as banks) and prime brokers with which a manager does business, or to which securities have been entrusted for custodial purposes, could encounter financial difficulties. This could impair the operational capabilities or the capital position of a manager or create unanticipated trading risks.

In addition to the risk factors discussed above, there is a risk that investments may have high fees, be tax inefficient, experience poor performance, and/or have poor quality of management. For mutual funds, the Firm seeks to obtain access to the most cost-effective share class available given individual client circumstances and may recommend more tax efficient mutual funds (passively

managed or indexed). Clients should read any prospectus, offering memorandum, or disclosure document provided by the mutual fund or investment manager for details on the risks associated with the specific investment. All investments have a risk of loss.

Risks of Investments in Mutual Funds, ETFs, and other Investment Pools

Investments in pooled investment funds are generally considered less risky than investing in individual securities because of their diversification aspects. However, these investments are still subject to risks associated with the markets in which they invest. One risk that investors should note is that a pooled investment fund's success will be related to the skills of their particular managers and their performance in managing their funds. Additionally, such investment vehicles incur management and other fees and expenses related to their investment programs, as further described in the offering documents of such vehicles. These fees and expenses will reduce the returns achieved by the portfolios.

Cybersecurity

The computer systems, networks and devices used by Triad Wealth and our service providers to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks, or devices potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach. Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality.

Cybersecurity breaches at times, can cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information.

Similar adverse consequences could result from cybersecurity breaches affecting issuers of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, and other financial institutions; and other parties. In addition, substantial costs can be incurred by these entities in order to prevent any cybersecurity breaches in the future.

Item 9: Disciplinary Information

The section is not applicable to the Firm as it has no reportable material legal or disciplinary events.

Item 10: Other Financial Industry Activities and Affiliations

Financial Industry Activities

Triad Wealth is not registered as a securities broker- dealer or a futures merchant commodity pool operator or commodity trading advisor and does not intend to seek any such registration and does not participate in any other financial industry activities.

Insurance Marketing Organization

The Firm is required to disclose commonly owned entities that would provide different services to you and generate additional compensation to the Firm and/or its affiliates. Triad Wealth has an affiliated insurance agency (IMO) called Triad Partners, LLC (“Triad Partners”). Triad Partners is an insurance agency that markets/wholesales life insurance and fixed annuities to third-party insurance agents in exchange for a marketing and/or override fee from the issuer of such insurance/annuity products. Many of IARs of the Triad Wealth are also insurance agents and utilize the marketing and wholesaling services of Triad Partners. When an IAR sells a client a life insurance/annuity product through Triad Partners, the principal owners of Triad Wealth benefit financially. In addition, the IAR typically receives a commission for selling the life insurance/annuity product. These commissions are in addition to the advisory fee charged by Triad Wealth, which creates a conflict of interest for clients. Clients should be aware that these insurance services are widely available from parties not affiliated with Triad Wealth, Triad Partners or any IAR. Clients are under no obligation to obtain insurance products and services from Triad Partners, LLC or an IAR.

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

The Firm has adopted a code of ethics to comply with Rule 204A-1 under the Investment Advisers Act of 1940 (the “Code of Ethics”). The Code of Ethics contains provisions related to:

- Compliance with the Firm’s fiduciary obligations to investment advisory clients
- Compliance with applicable securities laws
- Reporting violations of the Code of Ethics to the Chief Compliance Officer
- Periodic submission of personal securities holdings and transactions reports
- Initial and annual certification of review and receipt of the Code of Ethics

In compliance with Rule 206(4)-7 under the Investment Advisers Act of 1940, the Firm has adopted written policies and procedures, including those set forth in its Code of Ethics, designed to detect and prevent the misuse of material, non-public information and to protect against any advantage to firm personnel from any recommendations made to clients.

A conflict of interest exists to the extent the Firm and/or its related persons invest in the same securities that are recommended to clients. In order to address this conflict of interest, the Firm has implemented certain policies and procedures in its Code of Ethics.

A copy of the Code of Ethics will be provided upon request. Clients and prospective clients may request a copy by contacting us at (785) 830-0000, or by email to: dani.hampton@triadwealthpartners.com.

Item 12: Brokerage Practices

Custodians and Brokers Used by the Firm

The Firm does not maintain physical custody of client assets, although the Firm may be deemed to have custody of a client's assets in certain situations, including if given authority to withdraw assets from a client's account (please see Item 15 – Custody). Client assets must be maintained in an account at a “qualified custodian,” generally a broker/dealer or bank. The Firm generally recommends that clients use Charles Schwab & Co., Inc. (“Schwab”) or National Financial Services LLC (“Fidelity”). Each custodian is a registered broker-dealer and member of the Securities Investor Protection Corporation (SIPC). If clients do not wish to place assets at Schwab or Fidelity, the Firm may not be able to manage the account. The Firm is not affiliated with any custodian, including Schwab or Fidelity. The custodian holds client assets in a brokerage account and buys and sells securities based on instruction from the Firm or the client. While the Firm generally recommends that clients use Schwab or Fidelity as custodian/broker, clients will decide whether to do so and will open client accounts with the custodian by entering into an account agreement directly with the custodian. The Firm generally does not open accounts for clients, although an IAR may assist clients in doing so. Even though a client's account is maintained at the custodian, other brokers may be used to execute trades for a client account as described below (see “Client Brokerage and Custody Costs”).

Selection of Custodians and Brokers

The Firm generally recommends custodians to clients based on a number of factors including, but not limited to: (1) breadth of investment products made available to clients, (2) custodial platform provided to clients for which separate fees are not charged by the custodian, (3) reputation, financial strength and stability, (4) prior service to clients, and (5) other products and services that benefit the Firm, as discussed below. The Firm may not obtain execution as favorable as the execution obtained by using broker-dealers other than Schwab or Fidelity. The Firm periodically compares the prices obtained through Schwab and Fidelity with prices available through other brokers or execution venues for reasonableness, taking into account any applicable trade away fee. The Firm does not consider client referrals in selecting or recommending broker-dealers.

Client Brokerage and Custody Costs

For client accounts custodied at Schwab and Fidelity, the custodian generally does not charge clients separately for custody services but is compensated by charging clients commissions or other fees on trades that it executes or that settle into a client account. In addition to commissions, the custodian charges clients a flat dollar amount as a “prime broker” or “trade away” fee for each trade executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into a client's account. These fees are in addition to the commissions or other compensation clients pay the executing broker-dealer. Because of this, in order to minimize client trading costs, it is anticipated that the applicable custodian will execute most trades for client accounts. As a general matter, clients are not permitted to direct brokerage away from their chosen custodian. Third-party managers are authorized to use other brokers to execute trades for client accounts. The commission and/or transaction fees charged by Schwab and Fidelity may differ from each other and be higher or lower than those charged by other brokers. Standard fee schedules for custodians are available on their websites. The Firm has negotiated fee schedules with Schwab and Fidelity, which are available upon request.

Products and Services Available to the Firm from Custodians

Both Schwab and Fidelity provide the Firm access to its institutional trading and custody services, which are typically not available to retail customers. The custodians each also make available various support services. Some of those services help the Firm manage or administer clients' accounts, while others help the Firm manage and grow our business. These support services generally are available on an unsolicited basis (the Firm does not request them) and at no charge, or little charge, to the Firm. Following is a more detailed description of the custodians' support services:

Services That Benefit Clients

The custodians' services include access to a broad range of investment products, execution of securities transactions, custody of client assets, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. The custodians' services described in this paragraph generally benefit clients and clients' accounts.

Services That May Not Directly Benefit Clients

The custodians also make available to the Firm other products and services that benefit the Firm but may not directly benefit clients. These products and services assist the Firm in managing and administering client accounts and include investment research from the custodians and from other third parties.

In addition to investment research, the custodians also make available software and other technology that:

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

The Firm does not generally rely upon unsolicited research provided to the Firm by custodians in servicing our clients' accounts, but it remains available to the Firm. On occasion, if a report would be responsive to a client's request, the Firm may provide copies of research reports to clients. The Firm do not consider the investment research and other products and services received from Schwab or Fidelity to be "soft dollars" (research and/or other products and services paid for with client commissions) since these are not directly tied to commissions. These products and services are provided by the custodian on an unsolicited basis for using their institutional platform.

Services That Generally Benefit Only the Firm

Schwab and Fidelity also offer other services intended to help the Firm manage and further develop the business enterprise. These services include:

- Educational conferences and events
- Marketing consulting and support
- Consulting on technology, compliance, legal, and business needs

- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers

Schwab and Fidelity may provide some of these services directly to the Firm. In other cases, the custodians will arrange for third-party vendors to provide the services to the Firm. The custodians may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. The custodians may also provide the Firm and/or IARs with other benefits, such as occasional business entertainment.

Our Interest in our Custodians' Services

The availability of these services from Schwab and Fidelity benefits the Firm because it does not have to separately produce or purchase these services. The Firm does not have to pay for the custodians' services so long as the Firm's clients collectively keep a specified amount of their assets in accounts with each custodian. This is a conflict of interest. The Firm believes, however, that the general recommendation of Schwab and/or Fidelity as custodian and broker is in the best interests of clients. This general recommendation is primarily supported by the scope, quality, and price of the custodians' services and not the custodians' services that benefit only the Firm.

Aggregation of Client Orders

The Firm either implements client transactions separately for each client account or aggregates orders for multiple clients into block trades. If client transactions are entered separately, certain client trades may be executed before others, at different prices and/or commission rates. Additionally, clients will not receive volume discounts available to advisors who block client trades. If the Firm or a service provider block trade multiple client accounts at the same time and the order is partially filled, securities would be allocated pro rata across client accounts participating in the block trade.

Trade Errors

In the event of a trade error caused by the Firm or its personnel, the Firm works with custodians to restore the client's account to the position it was in prior to any error. Client accounts will not be negatively impacted by a trade error. Corrective action taken by the custodians include, but are not limited to, cancelling the trade, making restorative payments and/or reimbursing the affected account. Depending on the custodian used by the client, the client's account retains the profit, or the profit/loss is placed into an error account at the custodian. If the profit/loss is in an error account at the custodian, the Firm will cover any negative balance and a positive balance is given to a charity of our choosing at the end of each month.

Triad Wealth does not engage in principal trading or agency cross transactions. The Firm also does not have any soft dollar arrangements.

Item 13: Review of Accounts

IARs provide advisory clients with periodic reviews of relevant activity in their accounts. IARs of the Firm may provide portfolio performance reports of the client's account which will include a review and evaluation of the client's portfolio because of the client's investment goals and objectives. Some of the data provided in the performance reports include, but is not limited to,

account activity, asset allocation and portfolio holdings and review of account performance versus relevant benchmarks.

IARs of the Firm will periodically deliver to each client a request for current information about the client to determine whether there have been any changes in the client's financial situation, investment objectives, or instructions. Each client agrees to inform the Firm and/or its IARs in writing of any material change in the client's financial circumstances which might affect the manner in which the client's assets should be invested.

Item 14: Client Referrals and other Compensation

The Firm may enter into referral agreements pursuant to which the Firm pays a referral fee to parties refer prospective advisory clients to the Firm, in accordance with the requirements of Rule 206(4)-1 of the Advisers Act and any corresponding state securities law requirements. All such referral fees shall be paid solely from our advisory fee. For clients who are introduced to the Firm by an unaffiliated party, the client is given a disclosure statement containing the terms and conditions of the solicitation arrangement including compensation.

From time to time, the Firm and its personnel may receive indirect compensation from service providers or third-party vendors in the form of gifts, entertainment and/or gratis attendance at industry conferences, meetings and other educational events. When received, these occasions are evaluated to ensure they are reasonable in value and customary in nature to ensure their occurrence does not present any conflicts of interest. In addition, service providers and/or third-party vendors provide the Firm economic benefits in the form of serving as sponsors for certain of our events and/or conferences.

The Firm receives an economic benefit from Schwab and Fidelity in the form of certain support products and services the custodians make available to the Firm and other independent investment advisors whose clients maintain their accounts at the custodians. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12-Brokerage Practices).

Item 15: Custody

The Firm does not have actual or constructive custody of client assets.

The Firm has the authority to debit our clients' custodial accounts for advisory fees. The Firm is deemed to have custody of those assets if, for example, it is authorized to instruct a client's custodian to deduct our advisory fees directly from the account or if the Firm is granted authority to move money from a client's account to another person's account. At all times, the custodial bank maintains actual custody of those assets.

In accordance with applicable law and regulatory guidance, certain clients have provided the Firm authorization to instruct the custodian to make transfers or distributions from a client account to certain pre-approved "first-party" accounts. All third-party distributions from a client account must be signed by the client. The Firm does not have authority to instruct the custodian to distribute assets from your account at the custodian to any third-party.

Clients should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets, presenting all transactions occurring on behalf of the client during the quarter, and the funds, securities and other property of the client held in the client's account at the end of the quarter. The Firm urges clients to carefully review such statements and compare such official custodial records to the reports that the Firm provides to clients and to promptly report any material discrepancies to us. Our statements can vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

Discretionary Authority

We typically receive discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. Generally, there are no limitations on the securities the Firm will purchase or sell, the amount of the securities the Firm will purchase or sell, the broker or dealer the Firm will use to execute a transaction and commission rates paid.

Clients may impose reasonable restrictions, limitations or other requirements with respect to their individual accounts. Any limitations on our discretionary authority to manage securities accounts on behalf of clients would be initiated and imposed by the client. Examples of common guideline restrictions include limitations prohibiting the purchase or sale of a particular security or type of security. Specific client investment restrictions may limit our ability to manage those assets like other similarly managed portfolios. This may impact the performance of the account relative to other accounts and the benchmark index.

Non-Discretionary Authority

To the extent the Firm manages a client's account on a non-discretionary basis, the Firm will make investment recommendations to the client as to which securities are to be purchased or sold, and the amounts to be purchased or sold. Upon approving the recommended transactions, the client may request that the Firm direct the execution of purchase or sale orders to implement the recommended transactions for the client's account. The Firm then may be given authority to determine the brokers or dealers through which the transactions will be executed, and the commission rates, if any, paid to effect the transactions. As described above with respect to discretionary accounts, the client may direct that transactions be effected with specific brokers or dealers.

Item 17: Voting Client Securities

Proxy Voting

Triad Wealth does not accept the responsibility for voting proxies on behalf of its clients. Clients are expected to vote their own proxies. The Firm does not offer any consulting assistance regarding proxy issues clients.

Class Actions, Bankruptcies & Other Legal Proceedings

Clients should note that Triad Wealth will not advise or act your behalf in legal proceedings, such as class action lawsuits or bankruptcies, involving companies whose securities are held or previously were held in your account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements.

Item 18: Financial Information

Triad Wealth has no financial circumstances to report. The Firm has not been the subject of a bankruptcy petition at any time since its inception. A balance sheet is not required to be provided because Triad Wealth does not serve as a custodian for client funds or securities and does not require prepayment of fees of more than \$600 per client, and six months or more in advance.