

Cover Page - Item 1



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March 28, 2024

FORM ADV PART 2A

BROCHURE

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

Additional information about Lineweaver Wealth Advisors, LLC is available on the SEC's website at www.adviserinfo.sec.gov by searching **CRD# 173310**.

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

Material Changes - Item 2

Since our last annual updating amendment filing dated March 14, 2023, we have the following material changes:

This Brochure was updated to remove disclosures that represented that our firm sponsored and managed a wrap-fee program. Our management services are offered only on a non-wrap fee basis. Please refer to Item 5 (the *Fees and Compensation* section) of this Brochure for more information on the fees you might pay.

If you have any questions about this change, please contact our firm and ask to speak with the Chief Compliance Officer.

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Advisory Business - Item 4

Description of Firm

Lineweaver Wealth Advisers, LLC, doing business as Lineweaver Financial Group, is an Ohio Limited Liability Company, and an SEC registered advisor (CRD No. 173310). The Company was formed on September 17, 2014, and registered as an investment advisor with the Securities and Exchange Commission on November 18, 2014. James S. Lineweaver is the principal owner, President and CEO of the Company. He is also the Manager and Chief Compliance Officer. The Company does not have a parent company or intermediate subsidiaries. Our principal business is to provide investment advisory and financial planning and consulting services to our clients who are typically individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

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

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this Brochure, the words "we", "our" and "us" refer to Lineweaver Wealth Advisers, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

Portfolio Management Services

We offer discretionary portfolio management services to clients that consist of giving continuous advice to the client about the investment of funds on the basis of the client's individual needs and objectives. The asset allocation of the client's assets will be structured to follow the recommended asset allocation model within their financial plan. In the case where a financial plan has not been constructed, the recommended asset allocation will be determined from an in-depth profile and interview with the client regarding their goals, current financial condition, timeline, risk tolerance, along with other financial suitability information. Once we construct an investment portfolio for you we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you engage our firm for discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the number of securities, to be purchased or sold for your account without your approval prior to each transaction. This discretionary authority will also provide our firm with authorization to delegate discretionary investment management services to other unaffiliated Sub-Advisors selected by our firm based on your investment objectives and portfolio strategy. Discretionary authority is granted by the advisory agreement you sign with our firm and the appropriate trading authorization forms. In our sole discretion, we may accept instructions from you that limit our discretionary authority (for example, limiting the types of securities that can be

purchased or sold for your account). Such requests must be presented to our firm in writing. To the extent we engage a Sub-Advisor to assist us with managing your account on a discretionary basis, we will regularly monitor the performance of your accounts.

Financial Planning and Wealth Management Services

We provide financial planning and wealth management services that are tailored to each client's individual needs. These services may consist of project-based planning, broad-based planning, financial consulting, or ongoing planning based on an annual engagement. Investment Advisor Representatives may provide advice on general issues relating to such topics as financial management, risk management, asset allocation, estate planning, retirement planning, educational funding, portfolio consulting, alternative investment due diligence and consulting, and/or other specific needs identified by the client.

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

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

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

The investment advice we provide to you will be based on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change. You are under no obligation to act on our recommendations. Should you choose to act on any of our recommendations you are not obligated to implement our recommendations through any of our

other investment advisory services, and you may place securities transactions with any brokerage firm.

Retirement Plan Advisory Services

We offer various levels of advisory and consulting services to employee benefit plans and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors ("Plan Sponsors") in meeting their management and fiduciary obligations to the Participants under the Employee Retirement Income Securities Act ("ERISA"). In all cases, Plan Sponsors must make the ultimate decision to retain our firm for Retirement Plan Advisory Services.

When working with Plan level engagements where we act as the Investment Manager to the Plan, we will typically have discretionary investment authority to direct the core investments to be offered to plan participants in a manner that is consistent with the criteria set forth in the Plan's investment policy statement ("IPS") that has been approved by the Plan Sponsor, or other plan fiduciary. Such discretionary authority will generally include the investing, rebalancing of assets, changing of asset allocations, and/or changing the underlying model portfolios. In some instances, the Plan may engage our firm to create and maintain investment portfolios in coordination with the Plan's record keeper or third-party administrator with regard to the removal, or replacement, of investments.

We may also provide additional types of non-discretionary services to Plans on an individually negotiated basis, including Plan Committee or Participant education, establishing and/or reviewing the Plan's Investment Policy Statement, and reviewing investment options and/or investment managers.

All services, whether discussed above or customized for the Plan based upon requirements from the Plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Selection of Other Advisers

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

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

Seminars

From time to time, Investment Advisor Representatives may hold seminars. These seminars may include, but are not limited to, presentations on general investments, insurance or financial planning strategies.

Types of Investments

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

Since our investment strategies and advice are based on each client's specific financial situation, the investment advice we provide to you may be different or conflicting with the advice we give to other clients regarding the same security or investment.

We do not participate in a wrap fee program.

Assets Under Management

As of December 31, 2023, we provide continuous management services for approximately \$751,169,155 in client assets on a discretionary basis.

Fees and Compensation - Item 5

Portfolio Management Services

Our fee for portfolio management services is based on a percentage of the assets in your account and is set forth in the following annual fee schedule:

| Assets Under Management | Annual Maximum Fee |
|--------------------------------|---------------------------|
| Up to \$500,000 | 1.65% |
| \$500,001 - \$1,000,000 | 1.40% |
| \$1,000,000 and over | 1.20% |

Our fee is typically billed monthly in arrears based on the average daily balance of your account during the past month. In certain circumstances, and in our sole discretion, we may negotiate other fee-paying arrangements, such as monthly in advance payments.

In instances where we have selected a Sub-Advisor to assist us with managing the portfolio strategy determined by your investment objectives, such Sub-Advisors charge a fee separate and in addition to our management fee. In all circumstances where an additional fee is imposed directly by a Sub-Advisor, the Sub-Advisor's fee and fee-paying arrangements will be disclosed in the Sub-Advisor's Form ADV Part 2 and clearly stated in the advisory agreement that you sign with our firm.

If the portfolio management agreement is executed at any time other than the first day of a calendar month, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the month for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

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

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

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

Financial Planning and Wealth Management Services

We offer financial planning and wealth management services on an hourly, flat or ongoing fee basis. Our hourly fee for consulting and project-based work ranges up to \$350, and we also charge an hourly fee for work performed by our staff (administrative/Para planner) that may range from \$50 to \$150 an hour. Our flat fees for consulting and project-based work typically range from \$500 to \$2,500, while fees for broad-based planning typically range from \$2,500 to \$15,000. These fees are generally due upon completion of the services rendered, but we may negotiate other fee-paying arrangements where we receive advance payments.

For portfolio consulting services we charge an annualized fixed fee that may range up to \$2,500, which is based on the value of your portfolio at the time you retain our services. The annual fee is billed in quarterly installments, and we will send you an invoice for the payment of our fee each quarter after we review your investments. Payment is due on a quarterly basis within 15 days from each quarter's invoice date.

Our annual fee for ongoing wealth management services is based on a negotiated fixed fee that typically ranges from \$12,000 to \$35,000. In instances where the client's financial situation is more complex in nature and requires additional services, we reserve the right to negotiate fees that may exceed our typical fee range. The annual fee is typically payable in monthly installments at the beginning of each month.

In certain circumstances, we may agree to debit the portfolio consulting or wealth management fees from an existing custodial account for which you have engaged us to provide portfolio management services.

Generally, services may be terminated by either party by providing written notice to the other party. In the event the engagement is for portfolio consulting, no further payments (quarterly installments) are due so long as the client has paid all invoices in full to the extent advisory services have been rendered. For wealth management services, we require 30-days' written notice to our firm. You will incur a pro rata charge for services rendered prior to termination. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees. All terms of the engagement, including fees and fee-paying arrangements, will be memorialized in an agreement between you and our firm.

Retirement Plan Advisory Services

Our annual fee for Retirement Plan Advisory Services is calculated as a fixed dollar amount, an asset-based fee based on a percentage of the Plan's assets, or a combination of these pricing methods. The fee arrangement will be negotiated with the Plan Sponsor or named fiduciary (Client or Plan) on a case-by-case basis, which may consist of monthly or quarterly installments payable in advance or in arrears. Clients may elect to be billed directly, or may authorize the Plan's record keeper or the acting Custodian of the Plan's assets to direct the fee payment directly to our Firm. All terms of our engagement, including the fee and fee payment arrangements, will be evidenced in the Retirement Plan Advisory Agreement.

Either party may terminate the engagement upon 30 day written notice to the other party. Fees will be prorated for the billing period in which termination notice is given, and to the extent applicable, any unearned fees will be refunded to the Client while any earned fees that have not been paid will become due and payable as per the terms of the executed agreement.

Selection of Other Advisers

If the client chooses to utilize the services of a TPIA based on our firm's recommendation, we will share in the fee charged by the TPIA. Advisory fees that the client pays to the TPIA are outlined in the TPIA's disclosure brochure. These fees may or may not be negotiable. Should the client decide to utilize a TPIA, the client will be required to sign an agreement directly with the recommended TPIA(s). The client may terminate their advisory relationship with the TPIA according to the terms of their agreement with the TPIA. The client should review each TPIA's disclosure brochure for specific information regarding the termination of their advisory relationship and its agreement with the TPIA, and how to receive a refund (if applicable). The client should contact the TPIA directly for any questions regarding the advisory agreement with the TPIA.

In most cases, the TPIAs are responsible for the specialized portfolio management, portfolio reporting services, best execution review, quarterly reporting, trade error resolution, custodial reconciliations, and implementations of trades within their respective programs. We recommend that clients review the recommended TPIA's disclosure brochure when determining the total amount of fees when using a TPIA and the services to be performed.

Seminars

We may charge a fee to those in attendance, not to exceed one hundred dollars (\$100) per attendee. In such cases, our refund or cancellation policy will be clearly outlined in the invitation or announcement. Attendees are welcome, but are never under any obligation, to utilize the Company's other services.

Additional Fees and Expenses

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

Compensation for the Sale of Securities or Other Investment Products

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

Compensation earned by these persons in their separate capacities as registered representatives and/or licensed insurance agents is separate and in addition to our advisory fees. The sale of insurance instruments and other commissionable products offered by Associated Persons are intended to complement our advisory services. However, this practice presents a conflict of interest because IARs of our firm who are registered representatives and/or licensed insurance agents do have a financial incentive to effect securities transactions on your behalf and/or sell insurance products to you. We address this conflict of interest by recommending insurance products only where we, in good faith, believe that it is appropriate for the client's particular needs and circumstances and only after a full presentation of the recommended insurance product to our client. In addition, we explain the insurance underwriting process to our clients to illustrate how the insurer also reviews the client's application and disclosures prior to the issuance of a resulting insuring agreement. Clients to whom the firm offers advisory services are informed that they are under no obligation to purchase insurance services. Clients who do choose to purchase insurance services are under no obligation to use our licensed Associated Persons and may use the insurance brokerage firm and agent of their choice.

Where fixed annuities are sold, clients should also note that the annuity sales result in up-front commissions and ongoing trails based on the annuity's total value. In addition, many annuities contain surrender charges and/or restrictions on access to your funds. Payments and withdrawals can have tax consequences. Optional lifetime income benefit riders are used to calculate lifetime payments only and are not available for cash surrender or in a death benefit unless specified in the annuity contract. In some annuity products, fees can apply when using an income rider. Annuity guarantees are based on the financial strength and claims-paying ability of the issuing insurance company. We urge our clients to read all insurance contract disclosures carefully before making a purchase decision. Rates and returns mentioned on any program presented are subject to change without notice. Insurance products are subject to fees and additional expenses.

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

Performance-based fees are based on a share of capital gains on or capital appreciation of the client's assets. Side by-side management refers to managing accounts that pay performance-based fees alongside those that do not pay performance-based fees. Our firm and Associated Persons do not accept performance-based fees.

Types of Clients - Item 7

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

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

If you are referred to a third-party investment adviser or if we have selected a Sub-Adviser to assist us with managing your account, you should review that Adviser's Form ADV Disclosure Brochure, which we will deliver to you, for any account requirements imposed by that Adviser.

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

Our Methods of Analysis and Investment Strategies

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

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

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

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

Risk: The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all

information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

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

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

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

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

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

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

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

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

Margin Transactions - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

Risk: In a margin account, risk includes the amount of money invested plus the amount that has been loaned. As market conditions fluctuate, the value of marginable securities will also fluctuate, causing a change in the overall account balance and debt ratio. As a result, if the value of the securities held in a

margin account depreciates, the client will be required to deposit additional cash or make full payment of the margin loan to bring account back up to maintenance levels.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. *It is important that you notify us immediately with respect to any material changes to your financial circumstances, including for example, a change in your current or expected income level, tax circumstances, or employment status.*

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Other Risk Considerations

When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective client before retaining our services.

Liquidity Risk: The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price or it may not be possible to sell the investment at all.

Credit Risk: Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Inflation and Interest Rate Risk: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

Horizon and Longevity Risk: The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for people who are retired, or are nearing retirement.

Recommendation of Particular Types of Securities

We recommend various types of securities and we do not primarily recommend one particular type of security over another since each client has different needs and different tolerance for risk. Each type

of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment. A description of the types of securities we may recommend to you and some of their inherent risks are provided below.

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

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

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

ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of its Underlying Index or other benchmark, which may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their Underlying Indices or benchmarks on a daily basis, mathematical compounding may prevent the ETF from correlating with performance of its benchmark. In addition, an ETF may not have investment exposure to all of the securities included in its Underlying Index, or its weighting of investment exposure to such securities may vary from that of the Underlying Index. Some ETFs may invest in securities or financial instruments that are not included in the Underlying Index, but which are expected to yield similar performance.

Alternative Investments and Private Placements

As part of our firm's investment philosophy, we may also recommend to certain qualified clients to invest in private investments, including, but not limited to, private placements, limited partnerships, limited liability companies, alternative investments or private funds. Private investments should be considered to contain an above average amount of risk and the loss of principal is high. These types of investments are generally recommended only as long-term investments as they may be considered illiquid in nature, and clients should be prepared for any investment in these funds to be inaccessible for a prolonged period. To the extent applicable, clients will be provided the required legal investment documentation and must sign documents outside the scope of our firm's investment advisory agreement. These documents may include, but are not limited to: Private Placement Memorandum; Subscription Agreement; Operating Agreement; and/or, Limited Partnership Agreement.

Limited Partnerships: A limited partnership is a financial affiliation that includes at least one general partner and a number of limited partners. The partnership invests in a venture, such as real estate development or oil exploration, for financial gain. The general partner has management authority and unlimited liability. The general partner runs the business and, in the event of bankruptcy, is responsible for all debts not paid or discharged. The limited partners have no management authority and their liability is limited to the amount of their capital commitment. Profits are divided between general and limited partners according to an arrangement formed at the creation of the partnership. The range of risks are dependent on the nature of the partnership and disclosed in the offering documents if privately placed. Publicly traded limited partnership have similar risk attributes to equities. However, like privately placed limited partnerships their tax treatment is under a different tax regime from equities. You should speak to your tax adviser in regard to their tax treatment.

Private Placements: A private placement (non-public offering) is an illiquid security sold to qualified investors and are not publicly traded nor registered with the Securities and Exchange Commission.

Risk: Private placements generally carry a higher degree of risk due to illiquidity. Most securities that are acquired in a private placement will be restricted securities and must be held for an extended amount of time and therefore cannot be sold easily. The range of risks are dependent on the nature of the partnership and are disclosed in the offering documents.

Disciplinary Information - Item 9

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. There is no history of reportable material legal or disciplinary events by our firm or our management persons.

Other Financial Industry Activities or Affiliations - Item 10

Investment adviser representatives (IARs) of our firm are also registered representatives with Triad Advisors, LLC, an unaffiliated securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their separate capacity as registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Additionally, IARs of our firm are also licensed as independent insurance agents, and will earn commission-based compensation for selling insurance products to you. These services are separate and apart from the services offered by our firm. Our firm is affiliated with Lineweaver Financial Group, Inc., an insurance corporate agent, and insurance commissions may be directed to our affiliate.

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

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

Recommendation of Other Advisers

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

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

Description of Our Code of Ethics

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

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this Brochure.

Participation or Interest in Client Transactions

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

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we may have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. In efforts to mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities. As a fiduciary, it is our firm's obligation to act in our client's best interest.

Brokerage Practices - Item 12**Brokerage Recommendations**

For clients engaging our firm for portfolio management services, we typically require clients to open one or more custodial accounts in their own name at a qualified custodian that we have a relationship, such as Fidelity Brokerage Services, LLC ("Fidelity"), Charles Schwab & Co., Inc. (Schwab), among others. If you do not direct our firm to execute transactions through a qualified custodian to whom we have an existing relationship with, we reserve the right to not accept your account.

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

Research and Other Soft Dollar Benefits

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

Brokerage for Client Referrals

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

Block Trades

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

Trade Errors

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

Review of Accounts - Item 13**Portfolio Management**

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

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

Financial Planning and Wealth Management Services

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

Client Referrals and Other Compensation - Item 14

We directly compensate outside consultants, individuals, and/or entities (*Promoters* – formerly referred to as Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Promoters must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Promoter, you should have received a copy of this brochure along with the

Promoter's disclosure statement at the time of the referral. If you become a client, the Promoter that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Promoter expires. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Promoter are contingent upon your entering into an advisory agreement with our firm. Therefore, a Promoter has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

Custody - Item 15

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

With respect to third party standing letters of authorization ("SLOA") where a client grants us authority to direct custodians to disburse funds to one or more third party accounts, we are deemed to have custody pursuant to Rule 206(4)-2 (the "Custody Rule"). We have taken steps to have controls and oversight in place to comply with the no-action letter issued by the SEC on February 21, 2017 (the "SEC no-action letter"). We are not required to comply with the surprise examination requirements of the Custody Rule if we comply with the representations noted in the SEC no-action letter. Where our firm acts pursuant to a SLOA, we believe we are making a good faith effort to comply with the representations noted in the SEC no-action letter. Additionally, since many of the representations noted in the SEC no-action letter involve the qualified custodian's operations, we will collaborate closely with our custodian(s) to ensure that the representations are met.

Investment Discretion - Item 16

If you engage our firm for discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the number of securities, to be purchased or sold for your account without your approval prior to each transaction. This discretionary authority will also provide our firm with authorization to delegate discretionary portfolio management services to other unaffiliated third-party money managers selected by our firm based on your investment objectives and portfolio strategy. Discretionary authority is granted by the advisory agreement you sign with our

firm and the appropriate trading authorization forms. In our sole discretion, we may accept instructions from you that limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account). Such requests must be presented to our firm in writing.

Voting Client Securities - Item 17

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

Financial Information - Item 18

We are required in this Item to provide you with certain financial information or disclosures about our firm's financial condition. We do not require the prepayment of over \$1,200, six or more months in advance. Additionally, we have no financial commitment that impairs our firm's ability to meet contractual and fiduciary commitments to clients, and our firm has not been the subject of a bankruptcy proceeding.

Requirements of State-Registered Advisers - Item 19

This Section is not applicable because our firm is SEC registered.

IRA Rollover Services Disclosure

In conjunction with the advisory services offered, we may provide recommendations related to the rollover of funds from an employer sponsored retirement plan. A plan participant leaving employment has several options with respect to their employer sponsored retirement plans. Each choice offers advantages and disadvantages, depending on desired investment options and services, fees and expenses, withdrawal options, required minimum distributions, tax treatment, and the investor's unique financial needs and different retirement plans. The complexity of these choices may lead an investor to seek assistance from us.

When our firm or our Associated Person(s) recommends an investor roll over plan assets into an Individual Retirement Account ("IRA"), we and our Associated Person(s) may earn an asset-based fee

as a result. In most cases, we do not receive an asset-based fee if assets are retained in the plan. Often, account fees and expenses will increase because fees will apply to assets rolled over to an IRA and ongoing services will be extended to these assets. Thus, while there is arguably an economic incentive to encourage an investor to roll over plan assets into an IRA, we cannot and do not place our interests ahead of yours.

A rollover may also result in the assessment of other levels of fees and expenses, including, but not limited to, investment-related expenses imposed by other service providers and mutual fund managers not affiliated with us, as well as other fees and expenses charged by the custodian, third-party administrator, and/or record-keeper. We make no representations or warranties relating to any costs or expenses associated with the services provided by any third parties, and you understand that these fees are in addition to the fee paid to us for the rollover advice.

In cases where we provide you with rollover advice as defined by the Department of Labor, which may also include setting up and/or completing the rollover transaction, we do not serve as a custodian, and we do not provide legal or tax advice to you. In addition, we do not have any responsibilities or potential liabilities in connection with assets not related to the rollover and investments that are not managed by us.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests. In accordance with various rules and regulations, we must act in your best interest and we must not put our interests ahead of your interests. Additionally, we must: meet a professional standard of care when making investment recommendations (give prudent advice); never put our financial interests ahead of yours when making recommendations (give loyal advice); avoid misleading statements about conflicts of interest, fees, and investments; follow policies, and procedures designed to ensure that we give advice that is in your best interest; charge no more than is reasonable for our services; and give you basic information about any conflicts of interest.

We rely on all information you provide to us, whether financial or otherwise, without independent verification. We request that you promptly notify us in writing of any material change in the financial and other information provided to us, and to promptly provide any such additional information as may be reasonably requested by us.

Due to the volatile and unpredictable nature of financial markets, we do not guarantee any future performance, any specific level of performance, or the success of any recommendations or strategies that we may take or recommend for you, or the success of our overall recommendations. Investment recommendations are subject to various market, currency, economic, political, and business risks, and that investment decisions will not always be profitable.

Privacy Policy Notice

Lineweaver Wealth Advisers, LLC has adopted this privacy policy with recognition that protecting the privacy and security of the personal information we obtain about our customers is an important responsibility. We also know that you expect us to service you in an accurate and efficient manner. To do so, we must collect and maintain certain personal information about you. We want you to know what information we collect and how we use and safeguard that information.

Information We Collect: We collect certain nonpublic information about you ("Customer Information"). The essential purpose for collecting Customer Information is to allow us to provide advisory services to you. Customer Information we collect may include:

- Information that you provide on applications or other forms. This Customer Information may include personal and household information such as income, spending habits, investment objectives, financial goals, statements of account, and other records concerning your financial condition and assets, together with information concerning employee benefits and retirement plan interests, wills, trusts, mortgages and tax returns.
- Identifying information such as your name, age, address, social security number, etc.
- Information about your transactions with us, or others (e.g., broker-dealers, clearing firms, or other chosen investment sponsors).
- Information we receive from consumer reporting agencies (e.g., credit bureaus), as well as other various materials we may use to provide an appropriate recommendation or to fill a service request.

Security of Your Information: We restrict access to your nonpublic personal information to those employees who need to know that information to service your account. We maintain physical, electronic and procedural safeguards that comply with applicable federal or state standards to protect your nonpublic personal information.

Information We Disclose: We do not disclose the nonpublic personal information we collect about our customers to anyone except: (i) in furtherance of our business relationship with them and then only to those persons necessary to effect the transactions and provide the authorized services (such as broker-dealers, custodians, independent managers etc.); (ii) to persons assessing our compliance with industry standards (e.g., professional licensing authorities, consultants, etc.); (iii) our attorneys, accountants, and auditors; or (iv) as otherwise provided by law.

We are permitted by law to disclose the nonpublic personal information about you to governmental agencies and other third parties in certain circumstances (such as third parties that perform administrative or marketing services on our behalf or for joint marketing programs). These third parties are prohibited to use or share the information for any other purpose.

Former Clients: If you decide to close your account(s) or become an inactive customer, we will adhere to our privacy policies, which may be amended from time to time.

Changes to Our Privacy Policy: In the event there were to be a material change to our privacy policy regarding how we use your confidential information, we will provide written notice to you. Where applicable, you would be given an opportunity to limit or opt-out of such disclosure arrangements.

Questions: If you have questions about this privacy notice or about the privacy of your customer information, please call our main number **(216) 520-1171** and ask to speak to the Chief Compliance Officer.