



Item 1. Cover Page

Brochure of

ManifestHQ Advisors LLC

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dba Manifest Ledger**

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This brochure provides information about the qualifications and business practices of ManifestHQ Advisors LLC, dba Manifest, dba Manifest Ledger ("Manifest"). If you have any questions about the contents of this brochure, please contact us at the email address listed above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Manifest also is available on the SEC's website at www.adviserinfo.sec.gov.

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Item 2 Material Changes

None.

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Item 4. Advisory Business

Description of the Firm

ManifestHQ Advisors LLC ("Manifest"), a wholly owned subsidiary of ManifestHQ, Inc., is a limited liability company incorporated in the state of Illinois in 2018. Our principal owner is Anuraag Tripathi. Manifest is registering as an investment advisor with the United States Securities and Exchange Commission ("SEC"), operating under the name "Manifest Ledger" or "Manifest". Our product is branded as "Manifest".

Additional information about Manifest's services, structure and officers is provided in Part 1 of Manifest's Form ADV, which is available online at <http://www.advisorsinfo.sec.gov>. Please also visit <http://www.manifestledger.com> for additional information.

Summary of Manifest's Product and Services

Manifest offers a web-based platform (the "Manifest Platform") that provides participants ("Participants") with help to transfer their retirement accounts by suggesting transfer options and organizing transfer paperwork for Participants who access the Manifest Platform through a weblink given by their employers or plan sponsors (collectively "Clients"). The Manifest Platform will most often be accessed by Participants when they first join their employers and when they leave employers.

The Manifest Platform establishes a relationship with Participants and offers customer support for Participants' platform use. Participants have a choice to use the Manifest Platform or manually transfer their accounts or find their own personal financial advisor to assist them. Participants are not required to use Manifest's suggestions. Within the Manifest Platform, Participants are given the opportunity of choice while accessing the Manifest Platform.

The Manifest Platform's suggestions for Participants' retirement accounts transfer are dependent upon Participants' preferences and financial situation derived through a questionnaire within the Manifest Platform. Based on the Participant's preferences, suggestions, including, but not limited to, transferring to other types of retirement accounts such as defined contribution plans or IRA accounts, or continuing to maintain



Participants' retirement accounts with the existing account service provider, are provided to Participants.

Manifest does not charge Participants a per-transaction fee nor does it receive a fee from Participants when they open any new retirement account with any account service provider; rather, Manifest charges Clients for its services. See Item 5 for details on Manifest's service fees.

Manifest is a powerful retirement transfer interface for the following reasons:

1. Manifest makes retirement accounts transfers seamless as Participants switch jobs;
2. Participants can utilize the Manifest Platform to conveniently consolidate Participants' retirement accounts; and
3. Manifest helps Participants choose types of retirement accounts and organize transfer paperwork to significantly decrease the tedious nature of account transfers. Consolidation has the potential to decrease the risk of cash outs or abandon accounts

Manifest offers these abovementioned services on a non-discretionary basis.

For more information on Manifest's clients, see Item 7. Types of Clients.

Tailoring advisory services

Manifest tailors its services to the individual needs of Participants or Clients by taking into account their preferences and financial situation.

Wrap fee programs

Manifest does not participate in wrap fee programs.

Assets Under Management

Manifest does not currently manage any assets on a discretionary nor on a non-discretionary basis. The current service offered by Manifest helps Participants to transfer accounts, not to buy, sell, or allocate Participants' securities.



Item 5. Fees and Compensation

Feature Fees

Manifest charges a lump-sum and transactional fee ("Fee") for each Client on a monthly, quarterly, bi-annually, or annual basis as negotiated by parties. Manifest does not have a pre-defined fee schedule. Manifest bills each Client for Fee incurred but does not request any Client to pay Fee in advance. The Fee is negotiable and may vary from Client to Client, depending on the size of the Client and the complexity of the service arrangements.

Manifest does not charge Participants a per-transaction fee, brokerage fee, custodian fee, fund expenses, or asset based fee nor does it charge Participants if they open any new retirement account with any account service provider.

Manifest reserves the right to, in its sole discretion to negotiate, reduce or waive any fees for certain accounts for any period of time determined by Manifest. In addition, Manifest may reduce or waive any fees for the accounts of some Clients without notice to, or fee adjustment for, others.

Fees Relating to Terminations and Withdrawals

A Client can terminate the relationship with Manifest by emailing anuraag@manifest-ledger.com. Services will be terminated as of the close of the calendar quarter in which the email is sent, providing no less than sixty (60) calendar day notice is given. Any full or partial refund of the Fee paid by Client will be negotiated at the time of any Client's termination or withdrawal, or based on the terms previously negotiated and signed by parties.

Expenses

Manifest strives to offer the simplest pricing possible; we will not charge Clients any unnecessary fees. Even though Manifest will not charge unnecessary fees, the third-party brokers and/or custodians may have their own fees.



Other Account Fees

Other than its Fee described, neither Manifest nor its employees or officers receive or accept any direct or indirect compensation related to investments that are purchased or sold for Clients' or Participants' accounts before, after, or during the transfer.

Clients and their Participants have the options to purchase any investment products that Manifest recommend through other brokers or agents that are not affiliated with Manifest. Client and their Participants may pay other fees or expenses to third-parties. The issuers of some of the securities or products purchased in Clients or Clients' Participants' accounts, such as ETFs, or other similar packaged financial products, may charge product fees that affect Clients and their Participants. Manifest does not charge these fees, nor does it benefit directly or indirectly from any such fees. Manifest does not buy, sell, or allocate securities for Participants.

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

Manifest does not charge performance-based fees, and does not manage any additional types of accounts on a side-by-side basis. Manifest is a transfer tool, not an investment allocation tool.

Item 7. Types of Clients

Manifest is open to all corporation and business entities, trusts, and other legal entities. Manifest does not directly or indirectly manage any Clients' or Participants' account balances.

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

Method of Analysis

As described in Item 4, the Manifest Platform provides retirement accounts transfer, suggests transfer options, and organizes transfer paperwork for Participants.

Risk Factors

While the Manifest Platform does not provide any buy, sell, or allocation advice for Clients' or Participants' assets, they should note that investing in securities in-



volves risk of loss that they as investors should be prepared to bear. Manifest cannot guarantee any level of performance or that any Client or Participant will avoid a loss of assets. Any investment in securities involves the possibility of financial loss that Clients or Participants should be prepared to bear.

Below are brief summaries of some of the additional risks that Clients, Participants, and investors should consider. Any or all of these risks could materially and adversely affect the performance or the value of any account. This could cause Clients, Participants, and investors to lose substantial amounts of money, as well as delay in access or in transfer of their accounts to the intended destinations. A potential Client, Participant, or investor should discuss with Manifest representatives any questions that such person may have before utilizing the Manifest Platform.

General Risk

- Manifest's services in accounts transfer, recommendations of types of retirement accounts, and organization of transfer paperwork for Participants may inadvertently impose fiduciary liabilities on the Clients, and as a result, the Clients could be burdened with the liabilities if Participants suffer any loss of assets or delay of transfer of accounts.
- Manifest relies on third parties to provide relevant information. While these data vendors are well reputed and reliable, there may be inaccuracies and discrepancies beyond Manifest's control, which may result in detriment to Participants' interests such as Participants' account transfer process may be delayed, or their asset performance may be diminished or even incur losses.
- Although Manifest does not manage Clients' or Participants' assets, Manifest does manage the account transfer process and documents and offer advice and suggestions to Participants on what type of accounts and which service providers should Participants transfer their accounts to. If the transfer process is delayed or incomplete, or the transfer documents are missing or incomplete, Participants' asset performance may be diminished or even incur losses. In addition, the advice and suggestions offered to Participants may be inaccurate or incorrect, which may incur additional fees and expenses as well as diminish or even incur losses to Participant's assets.

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- Misclassification and mis-categorization of types of retirement accounts may occur during the transfer process, which may result in the incorrect transfer of Participants' assets and ultimately delay the completion of Participants' retirement account transfer timeline and incur additional fees and expenses, as well as diminish and even incur losses to Participant's assets.
- Manifest Platform makes suggestions on types of retirement accounts and service providers for Participants' retirement account transfers, and such suggestions are based on Manifest' proprietary methodologies, which may from time to time make inaccurate or incorrect suggestions, which may result in the incorrect transfer of Participants' assets or delay the completion of Participants' retirement account transfer timeline and/or incur additional fees and expenses, as well as diminish and even incur losses to Participant's assets.
- Manifest Platform may not achieve its objectives. If the Manifest Platform suffers outage, loss of data, interruptions, or delays, Clients and/or Participants may lose some or all of their investments.
- Conflict of Interests may arise in which some or all of Manifest's Clients may also be account providers, which Manifest makes recommendations via the Manifest Platform, and such conflict of interests may give rise to an appearance of impropriety on Manifest's suggestions for Participants. This may result in detriment to Participants' interests such as Participants' account transfer process may be delayed, or their asset performance may be diminished or even incur losses.
- Manifest has no operating history to permit prospective Clients or Participants to attempt to evaluate its likely performance.
- Manifest may not obtain complete or accurate information about a Client or a Participant's account(s) and may misinterpret the information that it does receive.
- Counterparties such as plan sponsors, employers, brokers, dealers, custodians, and administrators with which Manifest does business may default on their obligations.

Management Risks

Manifest provides the Manifest Platform to Clients and their Participants. There is no guarantee that it will produce the desired results. In addition, there is no guarantee that



the Manifest Platform will be more convenient or increase the performance or efficiency of Clients or Participants' investment performance or accounts, or produce any desired results in the future, and if the Manifest Platform suffers outage, loss of data, interruptions, or delays, the effectiveness of the Manifest Platform be limited.

Investment Risks

Although Manifest provides the Manifest Platform for Clients and Participants to access their accounts, Manifest hereby notes that Clients and Participants' investments in securities, including derivatives and the securities that they in turn invest in, involve various risks, including those summarized below. In addition, each security has its own investment style, which may involve risks different from those described below. Clients and their Participants should be aware that investing in securities involves risk of loss that Clients and their Participants should be prepared to bear.

Market/Systematic Risks

Equity and fixed income markets rise and fall daily. The performance of Clients' and Participants' accounts is tied to these markets. When markets fall, the value of a Client's or Participant's account will fluctuate, which means a client could lose money.

Securities Risks

Although Manifest provides the Manifest Platform for Clients and Participants to access their accounts, Manifest hereby notes that the prices of equity securities in Clients and Participants' accounts will rise and fall. These price movements may result from factors affecting individual companies, industries, or the securities market as a whole. Individual companies may report poor results or be negatively affected by industry and/or economic trends and developments. The prices of securities issued by such companies may suffer a decline in response. In addition, the equity market tends to move in cycles, which may cause stock prices to fall over short or extended periods of time.

Item 9. Disciplinary Information

Manifest has no legal or disciplinary events to disclose that are material to a Client's or a Participant's evaluation of its advisory business or the integrity of its management.



Item 10. Other Financial Industry Activities and Affiliations

Neither Manifest nor its management persons have the types of registrations, relationships or arrangements with others in the securities or investments industries for which this item requires disclosure, and none of them have any applications pending for registrations for which this item requires disclosure.

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

Manifest is adopting a Code of Ethics in compliance with Rule 204A-1(a) under the Investment Advisers Act of 1940 that establishes standards of conduct for Manifest's supervised persons. The Code of Ethics includes general requirements that Manifest's supervised persons must comply with fiduciary obligations to clients and with applicable securities laws, and specific requirements relating to personal trading, insider trading, conflicts of interest and confidentiality of client information. It requires supervised persons to report any violations of the Code of Ethics promptly to the Compliance Officer. Each supervised person of Manifest receives a copy of the Code of Ethics and any amendments to it and must acknowledge in writing having received those materials. Annually, each supervised person must certify that he or she complied with the Code of Ethics during the preceding year. Clients and prospective clients may obtain a copy of Manifest's Code of Ethics via email: anuraag@manifestledger.com

Item 12. Brokerage Practices

Manifest will not enter into any relationship with any broker-dealers and custodians on behalf of its Clients and their Participants. In the extreme case that Manifest has to enter into any such relationship, Manifest will only seek to establish brokerage and custodial relationships with broker-dealers who are "qualified custodians" as defined by the SEC. When determining which broker-dealer to choose, we look at the following factors:

- The financial stability and reputation of the broker-dealer; and
- Institutional transaction costs available with low account minimums; and



- The availability and manageability of an API (Application Programmer Interface) to allow Manifest's platform to integrate with theirs; and
- The speed of customer service we believe the broker-dealer will offer for execution of Client accounts and correction of errors should they occur.

Manifest does not generate soft dollar credits or receive client referrals from a particular broker-dealer. Manifest does not have any formal or informal soft-dollar arrangement and does not receive any soft-dollar benefits. Brokers and/or custodians may charge fees in addition to Manifest's fees. Manifest does not select or recommend broker-dealers for Clients' and their Participants' transactions.

Item 13. Review of Accounts

Clients and Participants will have access to secure user-profiles on the Manifest Platform, which they can use to transfer their accounts and organize transfer related paperwork.

The Manifest Platform is intended for Clients and Participants to utilize to review, organize, and transfer their accounts. Manifest personnel do not conduct any individual reviews on Clients' or Participants' accounts.

Participants who have experienced material changes to their personal circumstances or account information, or which to impose or modify restrictions on the management of their accounts should promptly update their information through their employers' benefit and retirement portals.

Manifest does not conduct any account reviews. Rather, Clients or a third-party designated by Clients would conduct account reviews on an ongoing basis. Client and its Participants receive notices, account statements and other investment information directly from the broker-dealer, custodian, recordkeeper or other service providers to the Plan but not from Manifest.

Item 14. Client Referrals and Other Compensation

Manifest may engage solicitors to whom it pays cash or a portion of the advisory fees paid by clients referred to it by those solicitors. In such cases, this practice is disclosed in writing to the client, and Manifest complies with the other requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940, if applicable.



Item 15. Custody

The custodian of each individually managed account sends account statements at least quarterly to the Participant. Manifest does not provide any such account statements directly to any Participants.

Item 16. Investment Discretion

Manifest does not have discretionary authority in regard to any Participant assets.

Item 17. Voting Client Securities

Manifest does not have authority to vote on client securities for Participants.

Item 18. Financial Information

Manifest does not require or solicit pre-payment of any advisory fees and is therefore not required to include a balance sheet or its most recent fiscal year. Manifest does not have any adverse financial condition that is reasonably likely to impair its ability to continuously meet contractual commitments to our clients. Manifest is not the subject of any bankruptcy petition, nor has it been the subject of any bankruptcy petition at any time.



PRIVACY POLICY

ManifestHQ Advisors LLC ("Manifest") may collect nonpublic information to process and administer clients' business and to ensure that Manifest is satisfying their financial needs. This includes:

- Information provided to Manifest, such as on applications, questionnaires, contracts, or other forms.
- Transactions, account balances, account history, and transactions with Manifest, affiliates or third parties.
- Information provided by clients and their representatives.

Security Measures:

It is the policy of Manifest to restrict access to nonpublic information to those employees, agents, representatives or third parties that need to know the information to provide products and services to its clients. This includes:

- Physical safeguards including restricted elevator access to its offices and full-time staffed security desk to check people who arrive at the office.
- Electronic safeguards including firewalls for server database protection, passwords for computer login for on-site computers, and limited access to the off-site computer room.
- Restricting access to client information to those required to have access in order to service client needs.

Sharing of nonpublic information:

Manifest does not share nonpublic information about its clients with anyone except:

- As permitted or required by law.
- Affiliated Manifest companies, brokers, banks, agents, employees, and third parties who need to know this information in order to perform services on the client's behalf.
- Other financial institutions with whom Manifest has a relationship, which may include banks, attorneys, trustees, third-party administrators, registered broker/dealers, auditors, regulators, and transfer agents, in order to service client accounts.