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**FORM ADV PART 2A
BROCHURE**

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

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

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

Item 2 Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our firm's last annual updating amendment dated March 22, 2022 we have no material changes to this Disclosure Brochure to report.

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Item 4 Advisory Business

Description of the Advisory Firm

Lineweaver Wealth Advisors, 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 Advisors, 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 amount 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.

In rendering investment management services or any other Discretionary Fiduciary Service, we will act as an ERISA fiduciary and will serve as an investment manager as defined in Section 3(38) of ERISA, and as a fiduciary under the Investment Advisers Act. We shall retain final decision-making authority with regard to all ERISA Discretionary Fiduciary Services, and the Plan fiduciaries remain responsible for demonstrating that our firm was prudently selected and monitored.

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.

Wrap Fee Programs

We are a portfolio manager and a sponsor of a Wrap Fee Program, which is a type of investment program where clients pay a single fee that includes management fees and certain other brokerage costs. If you participate in our Wrap Fee Program, you will pay our firm a single fee, which includes our money management fees and certain transaction costs. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our Wrap Fee Program may be higher or lower than you might incur by separately purchasing the types of securities available in the program. For more information concerning the Wrap Fee Program, please see our firm's Wrap Fee Disclosure Brochure (Form ADV Part 2A Appendix 1).

IRA Rollover Recommendations

For purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you.

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, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, 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 conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

Amount of Assets Under Management

As of December 31, 2022, we provide continuous management services for approximately \$643,567,909 in client assets on a discretionary basis.

Item 5 Fees and Compensation

Portfolio Management Services

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

<i>Assets Under Management</i>	<i>Maximum Annual Fee</i>
\$0 - \$500,000	1.65%
\$500,001 - \$1,000,000	1.40%
Over \$1,000,000	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 (2A or 2A Appendix 1) 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. These practices present 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. Clients are under no obligation, contractually or otherwise, to purchase securities and/or insurance products through any person affiliated with our firm.

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

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

Item 7 Types of Clients

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

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

If you are referred to a third party investment adviser 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.

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

Our Methods of Analysis and Investment Strategies

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

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

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

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

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

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

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

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

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

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

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

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

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

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 horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Tax Considerations

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

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

Risk of Loss

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

Recommendation of Particular Types of Securities

We primarily offer advice on equity securities, corporate debt securities, mutual fund shares, and exchange traded funds. We may also recommend other types of securities since each client may have different needs and/or risk tolerances. Each type of security has its own unique set of risks

associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

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

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

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

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.

Item 9 Disciplinary Information

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

Item 10 Other Financial Industry Activities and Affiliations

Investment adviser representatives (IARs) of our firm 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.

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

Code of Ethics

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

Participation or Interest in Client Transactions

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

Personal Trading Practices

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

Item 12 Brokerage Practices

Brokerage Recommendations

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

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

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

As disclosed above, we participate in TD Ameritrade's institutional customer program and we may recommend TD Ameritrade to clients for custodial and brokerage services. There is no direct link between our participation in the program and the investment advice we give to its clients. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our Associated Persons. Some of the products and services made available by TD Ameritrade through the program may benefit our firm but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by our firm or our Associated Persons personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our clients first. You should be aware, however, that the

receipt of economic benefits by our firm or our Associated Persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

Research and Other Soft Dollar Benefits

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

Brokerage for Client Referrals

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

Block Trades

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

Trade Errors

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

Item 13 Review of Accounts

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.

Item 14 Client Referrals and Other Compensation

We directly compensate outside consultants, individuals, and/or entities (Promoters) 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 and comply with SEC rule .Rule 206(4)-1. 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.

Item 15 Custody

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

Disbursement Authorization

Pursuant to Rule 206(4)-2 (the "Custody Rule"), investment advisers are deemed to have custody over client funds or securities where the investment adviser has authority to transfer or disburse client funds. As a convenience and service for our clients, some clients may authorize our firm, through the client's acting custodian(s), to assist with such transfers and/or disbursements. In these instances, we are deemed to have custody over client accounts since we will have disbursement or money-movement authority.

Consequently, we have taken steps to implement controls in efforts to comply with the SEC's Custody Guidance (SEC No-Action Letter dated February 21, 2017; SEC Custody Rule FAQ II.4; and IM Guidance Update No. 2017-01), including, but not limited to: (1) adhering to the seven conditions specific to Standing Letters of Authorization delineated in the SEC No-Action Letter; (2) amending our Form ADV; and (3) amending our internal policies procedures. Since many of the seven conditions involve the qualified custodian's operations, we will collaborate closely with our clients' acting custodian(s) in efforts to ensure that the representations are being satisfied.

Item 16 Investment Discretion

If you engage our firm for discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. 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.

Item 17 Voting Client Securities

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

Item 18 Financial Information

Balance Sheet

No disclosure of financial information (a balance sheet) is required because Lineweaver Wealth Advisors, LLC does not have physical custody of client funds and does not require prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, no balance sheet is included with this brochure.

Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients.

Neither Lineweaver Wealth Advisors, LLC nor its management have any financial conditions that is likely to reasonably impair the ability to meet contractual commitments to clients.

Bankruptcy Petitions in Previous Ten Years

Neither Lineweaver Wealth Advisors, LLC, its management, nor its personnel have been the subject of a bankruptcy petition at any time during the past ten (10) years.

Item 19 Requirements for State-Registered Advisers

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

Item 20 Additional Information

Your Privacy

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

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

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

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

General - Advisory Services to Retirement Plans and Plan Participants

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

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

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

IRA Rollover Considerations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
 1. Employer retirement plans generally have a more limited investment menu than IRAs.
 2. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
 1. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
 2. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 70.5.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
 1. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this Disclosure Brochure.