

Item 1: Cover Page

Rx Wealth Advisors, LLC

5020 Carnoustie Drive

Presto, PA 15142

Form ADV Part 2A – Firm Brochure

Dated March 26, 2021

Contact: Chris J. Roe, Chief Compliance Officer

412-227-9007

This Brochure provides information about the qualifications and business practices of Rx Wealth Advisors, LLC, “RWA”. If you have any questions about the contents of this Brochure, please contact us at (412) 227-9007. 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.

Rx Wealth Advisors, LLC is registered as an Investment Adviser with the State of Pennsylvania and New Mexico. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about RWA is available on the SEC’s website at www.adviserinfo.sec.gov which can be found using the firm’s identification number 297743.

Item 2: Material Changes

The following is a summary of materials changes since our last annual update and brochure revision dated September 3, 2020.

We updated the brochure to reflect the following:

- Rx Wealth has discontinued offering Wrap Fee accounts. No clients were affected by this change (Item 4).
- Rx Wealth has discontinued offering employee benefit plan services to Plan Sponsors (Item 4). No clients were affected by this change.
- Rx Wealth added a Section on Fees for Outside Managers (Item 5).
- Rx Wealth eliminated the use of MTG, LLC doing business as Betterment Securities as a Custodian (Item 12). No clients were affected by this change.
- Rx Wealth received an SBA Paycheck Protection Program Loan and EIDL Loan (Item 18).

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations, and routine annual updates as required by the securities regulators. Either this complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Rx Wealth Advisors, LLC.

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Item 4: Advisory Business

Description of Advisory Firm

Rx Wealth Advisors, LLC, herein referred to as “RWA”, is registered as an Investment Adviser with the State of Pennsylvania and New Mexico. We were founded in April 2018. Chris J. Roe, as Trustee and Beneficiary of the Roe 2012 Family Trust, is the principal owner of RWA and its Chief Compliance Officer, herein referred to as “CCO”. As of December 31, 2020, RWA reports \$39,640,911 in discretionary and \$4,263,444 in non-discretionary Assets Under Management.

Types of Advisory Services

Investment Advisory Services (RWA manages accounts)

RWA is in the business of managing individually tailored investment portfolios. RWA provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy or an investment plan with an asset allocation target and create and manage a portfolio based on that policy and allocation targets. We may also review and discuss a client's prior investment history, as well as family composition and background.

Account supervision is guided by the client's stated objectives (e.g., maximum capital appreciation, growth, income, or growth, and income), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Fees pertaining to this service are outlined in Item 5 of this brochure. **See Fee Difference Below.**

Investment Consulting/Monitoring

RWA may be engaged to provide non-discretionary investment consulting /monitoring services on a stand-alone basis relative to those client assets (assets under advisement “AUA”) that are not part of the investment assets subject to RWA's investment advisory services discussed above. The terms and conditions of such an engagement may be set forth in our Agreement. These additional client investment assets are generally investment assets that are managed directly by the client or by other investment professionals engaged by the client. RWA's investment consulting/monitoring service is limited to periodic review of information pertaining to these assets as may be provided to RWA by the client, the other investment professional(s), and/or the account custodian. The service does not include discretionary investment advisory services. **Please Note: Regardless of whether RWA provides the investment consulting/monitoring services, as part of its Agreement or on a stand-alone basis, the client (and/or the investment professionals engaged by the client with respect to such assets), and not RWA, shall be exclusively responsible for the investment performance of these assets, regardless of whether RWA includes these assets on any account reports that it may provide to the client.** Fees pertaining to this service are outlined in Item 5 of this brochure. **See Fee Difference Below.**

Use of Third-Party Managers or Sub-Advisors (TAMPs)

As part of our Investment Advisory Services, RWA may allocate a portion of the client's assets by and/or among certain independent Third-Party Managers or Sub-Advisors ("Outside Manager"), consistent with the stated objectives of the client. The Outside Manager will provide individual management on a discretionary basis. When deciding to hire an Outside Manager, RWA considers the following: a.) the client's stated investment objective(s), b.) management style and reputation; c.) performance, d.) manager's financial strength, e.) manager reporting, pricing, and research capabilities.

As part of our Investment Advisory and Comprehensive Advisory Services, we assist a client in selecting an appropriate allocation model, completing the Outside Manager's investor profile questionnaire and related paperwork, interacting with the Outside Manager, and on-going review of the Outside Manager. We provide on-going advice and monitoring of the Outside Manager service and act as a point of contact between the client and the manager. Based on our Investment Advisory relationship with the client, we may retain either discretion or non-discretion to hire and fire the Manager. Additionally, we meet with the client on a periodic basis to discuss changes in their personal or financial situation, suitability, and any new or revised restrictions to be applied to the account.

RWA will continue to render investment advisory services to the client relative to the ongoing monitoring and review of the Outside Manager and their respective account performance. For our services, RWA will receive an advisory fee based on a percentage of the market value of assets managed by an Outside Manager as outlined in Item 5 below under Investment Advisory or Comprehensive Advisory Services. Additionally, our review process and analysis of the Managers is further discussed in Item 8 of this Form ADV Part 2A.

In order to hire an Outside Manager, a client is required to enter into an agreement for their services and we may be a party to the agreement, also. Prior to introducing Pennsylvania clients to an Outside Manager for investment management services, RWA will ensure that the other Outside Manager is properly licensed, notice filed, or exempt from registration with the PA Department of Banking and Securities.

We encourage clients to review the third-party manager's Form ADV Part 2 for additional information.

Fees pertaining to this service are outlined in Item 5 of this brochure. The investment management fees charged by the Outside Manager, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, are exclusive of, and in addition to, RWA investment advisory or comprehensive advisory fee.

Financial Planning

RWA provides financial planning services on topics, such as, business planning, tax consulting, retirement planning, risk management, college savings, cash flow, debt management, work benefits, and estate and incapacity planning.

Financial planning may include a comprehensive evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans or may include addressing specific areas of need identified by the Client. The key defining aspect of financial planning versus our Comprehensive Financial Planning (defined below) is that financial planning process, may not address all questions, information, and analysis as they affect and are affected by the entire financial and life situation of the client. Our financial planning may just focus on key areas as outlined in our Engagement and not consider other areas of one's financial life. Clients purchasing this service may receive a written or an electronic report, providing the client with a detailed financial plan designed to achieve his, her or its stated financial goals and objectives for the given areas engaged. **Please note:**

Engaging RWA to provide specific advice on specific areas without considering all areas of the client's financial or life situation has inherent limitations that may have an adverse effect on other areas of the client's financial life.

In general, the financial plan may address some or all the following areas of concern. The client and RWA will work together to select the specific areas to cover depending on the type of planning needed. These areas may include, but are not limited to, the following:

- **Business Planning:** We provide consulting services for clients who currently operate their own business, are considering starting a business, or are planning for an exit from their current business. Under this type of engagement, we work with you to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals. Additionally, we consult with the business to develop business, tax, and operational strategies to help grow. We may also work on ongoing succession planning, management roles and shareholder roles. We also may help in the development of reporting structures and outside advisory boards.
- **Cash Flow and Debt Management:** We will conduct a review of your income and expenses to determine your current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed your income. Advice may also be provided on which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts (such as money market funds) for such reserves, plus strategies to save desired amounts. We may also consult with Client's business on cash flow and debt management issues.
- **College Savings:** Includes projecting the amount that will be needed to achieve college or other post-secondary education funding goals, along with advice on ways for you to save the desired amount. Recommendations as to savings strategies are included, and, if needed, we will review your financial picture as it relates to eligibility for financial aid or the best way to contribute to grandchildren (if appropriate).
- **Employee Benefits Optimization:** We will provide review and analysis as to whether you, as an employee, are taking the maximum advantage possible of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.
- **Estate Planning:** This usually includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts, and other related documents. Our advice also typically includes ways for you to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts. We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.
- **Financial Goals:** We will help clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.

- **Insurance:** Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home, and automobile. May also assist with a review of insurances for a client's business.
- **Investment Analysis:** This may involve developing an asset allocation strategy to meet clients' financial goals and risk tolerance, providing information on investment vehicles and strategies, reviewing employee stock options, as well as assisting you in establishing your own investment account at a selected broker/dealer or custodian. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.
- **Retirement Planning:** Our retirement planning services typically include projections of your likelihood of achieving your financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (e.g., working longer, saving more, spending less, taking more risk with investments). If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.
- **Risk Management:** A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance ("self-insuring"). Risk management services may also be provided to a Client's business.
- **Tax Planning Strategies:** Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we may make recommendations on which type of account(s) or specific investments should be owned based in part on their "tax efficiency," with consideration that there is always a possibility of future changes to federal, state, or local tax laws and rates that may impact your situation. We recommend that you consult with a qualified tax professional before initiating any tax planning strategy.

Please Note: It remains the client's responsibility to promptly notify RWA if there is ever any change in their financial situation or investment objectives for reviewing, evaluating or revising RWA's previous recommendations and/or services. See Fee Difference Below.

Other Professionals

RWA is not in the business of providing legal advice or accounting services and no portion of our services should be construed as legal advice or accounting services. With a client's consent, we may work with or recommend other professional advisors, such as an estate planning attorney and/or qualified tax professionals, to assist with the coordination and implementation of a client's financial plan. We may participate in meetings and/or phone calls between the client and professional advisor, per the client's request. In all cases, the client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendations from RWA and/or its representatives. **Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional and to hold RWA harmless.**

Comprehensive Financial Planning

This service, included as part of our Comprehensive Advisory Services, involves working one-on-one with a planner over an extended period. By paying our Comprehensive Advisory Fee, outlined in Section 5 below, clients get to work with a planner who will work with them to develop and implement their plan. The planner will monitor the plan, recommend any changes, and ensure the plan is up to date.

Upon desiring a comprehensive plan, a client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefit, retirement planning, insurance, investments, college planning and estate planning. Once the client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis and potential changes to their current situation will be reviewed with the client. Clients subscribing to this service may receive a written or an electronic report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. If a follow-up meeting is required, we will meet at the client's convenience. The plan and the client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the client to confirm that any agreed upon action steps have been carried out. On an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any needed updates will be implemented at that time. **Please Note: It remains the client's responsibility to promptly notify RWA if there is ever any change in their financial situation or investment objectives for reviewing, evaluating, or revising RWA's previous recommendations and/or services. See Fee Difference Below.**

Retirement Plan Rollovers - No Obligation/ Conflict of Interest

As part of our investment advisory services, we may recommend that a client withdraw assets from your employer's retirement plan (i.e., 401(k), 403(b)) and roll over the assets to an individual retirement account ("IRA") that we will manage on your behalf. If the rollover is completed, such a recommendation creates a conflict of interest if RWA earns a new (or increases its existing) advisory fee because of the rollover. Typically, a client or prospective client leaving an employer has four options regarding an existing retirement plan (and may engage in a combination of these options): (1.) leave the money in the former employer's plan, if permitted; (2.) roll over the assets to a new employer's plan, if one is available and rollovers are permitted; (3.) roll over to an Individual Retirement Account ("IRA"); or (4.) cash out the account value (which can, depending upon the client's age, result in adverse tax consequences). To the extent that RWA recommends that a client rollover asset from their retirement plan to an IRA managed by RWA; then, RWA represents that it and its investment adviser representatives are fiduciaries under the Employee Retirement Income Security Act of 1974 ("ERISA"), or the Internal Revenue Code, or both. **Please Note: No client is under any obligation to roll over retirement plan assets to an account managed by RWA.**

ERISA/IRC Fiduciary Acknowledgment

Should a client be: (1.) a retirement plan ("Plan") organized under ERISA; (2.) a participant or beneficiary of a Plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code, with authority to direct the investment of assets in his or her Plan account or to take a distribution; (3.) the beneficial owner of an IRA acting on behalf of the IRA; or (4.) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code; then, RWA represents that it and its representatives are fiduciaries under ERISA or the Internal Revenue Code, or both, with respect to any investment advice provided by the RWA or its representatives or with respect to any investment recommendations regarding an ERISA Plan or participant or beneficiary account.

Account Data Aggregation/Reporting Services

RWA may provide periodic comprehensive reporting services which may incorporate all of the client's investment assets, including those investment assets RWA does not manage (the "Excluded Assets"). The client and client's other advisors that maintain trading authority, and not RWA, shall be exclusively responsible for the management and investment performance of the Excluded Assets. Unless otherwise specifically agreed to, in writing, RWA's service relative to the Excluded Assets is limited to reporting only. The sole exception is if RWA is specifically engaged to monitor and/or allocate the assets within the client's 401(k) account maintained away at a custodian directed by the client's employer. As such, except with respect to the client's 401(k) account (if applicable), RWA does not maintain any trading authority for the Excluded Assets. Rather, the client and/or the client's designated other investment professional(s) maintain supervision, monitoring, and trading authority for the Excluded Assets. If RWA is asked to make recommendations on any Excluded Assets, the client is under absolutely no obligation to accept the recommendation, and RWA shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. In the event the client desires RWA to provide investment advisory services for Excluded Assets, the client may engage RWA to do so pursuant to the terms and conditions as outlined in the Advisory Agreement between RWA and the client.

Client Tailored Services and Client Imposed Restrictions

We offer comprehensive advisory services, consisting of investment advisory services, investment consulting and monitoring services, and comprehensive financial planning to all our clients, should they choose to engage us for all these services. However, specific client situations, financial plans and their implementation are dependent upon the client's specific needs, Investment Policy Statement and their financial plan which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio and other services that matches the client's restrictions, needs, and targets. In some instances, the client may choose not to engage use for comprehensive advisory services but may choose to engage us for investment advisory services only and for our fixed fee or hourly financial planning, based on their needs.

Wrap Fee Programs

RWA does not sponsor a wrap fee program.

Fee Difference

As indicated above, RWA prices its services to all clients based upon various objective and subjective factors. As a consequence, RWA's clients can pay different fees based on factors, such as, client type, number and type of accounts, investment asset values RWA manages and/or consults on, the engagement complexity, their net worth, and the level and scope of the overall investment advisory, financial planning and/or consulting services RWA provides. As a byproduct of these factors, similarly, situated clients can pay different fees, and the services to be provided by RWA to any client can be available from other advisers at lower fees. All prospects and clients should consider, accordingly, when deciding on engaging RWA.

Item 5: Fees and Compensation

Please note, unless a client has received the firm's disclosure brochure at least 48 hours prior to signing the advisory contract, the advisory contract may be terminated by the client within five (5) business days of signing the contract without incurring any advisory fees. How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below.

Investment Advisory Services (RWA Manages)

RWA may provide discretionary and/or non-discretionary investment advisory only services to clients on a fee basis. RWA's annual investment advisory fee may vary (up to 1.50% of the total assets placed under the RWA's management "AUM") and shall be based upon various objective and subjective factors. This fee does not include any Outside Manager's, which many vary based on the specific Outside Manager used. The combination of fees for RWA and the third-party managers will not exceed an industry standard of excessive fees, which is 3%.

RWA's annual investment advisory fee is collected quarterly in advance based on the market value of the assets under our management on the last business day of the quarter. However, the initial quarter's investment advisory fee is collected in arrears the following quarter and is prorated for the number of days from the effective date of the Advisory Agreement to the end of the quarter. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current Advisory Agreement. The annual investment advisory fee is directly debited from client accounts, but the client may choose to pay by check or electronic funds transfer. In some instances, the Outside Manager will debit the client's account for both the Outside Manager's fee, and RWA's investment advisory fee, and will remit RWA's fee to RWA. **See Fee Difference Above.**

Investment Consulting/Monitoring

RWA may determine to provide non-discretionary investment consulting/monitoring services on a stand-alone basis relative to those client assets (assets under advisement "AUA") that are not part of the investment assets subject to the RWA's investment advisory services. The terms and conditions of such an engagement may be set forth in our Agreement. **See Fee Difference Above.**

Comprehensive Advisory Services - Investment Advisory Services (RWA Manages), Investment Consulting and Monitoring, and Comprehensive Financial Planning

Our standard comprehensive advisory fee is an annual fixed fee that ranges from a minimum of \$5,000 to \$50,000. The fixed fee includes annual investment advisory services and investment consulting/monitoring on up to \$1 million in client AUM and AUA. RWA's annual comprehensive advisory fee on client assets in excess \$1 million that RWA manages, consults or monitors may vary (up to 1.50% of the total assets placed under the RWA's management/advisement/consulting/or monitoring) and shall be based upon various objective and subjective factors. This fee does not include the Outside Manager's fee. The comprehensive advisory fee is negotiable based on several factors including, but not limited to, client type, number of family members serviced, number and types of accounts, amount of discretionary assets RWA manages, amount of assets RWA consults on and monitors, net worth, life stage, business interests, real estate ownership, trust arrangements and amount of time spent working with the client and their other outside professionals and the complexity of a client's comprehensive financial planning.

We reserve the right to decline engagements or to negotiate lower fees for non-complex engagements we deem does not warrant our minimum fee.

Given the type of work we do for clients, our comprehensive advisory fee depends on the scope and complexity of the investment advisory services, comprehensive financial planning and investment consulting and monitoring needed by the client. As such, our fees may differ for similarly situated clients and be lower or higher than those charged by other advisors for similar types of services. We may provide services for members of current client households or their families. When we expect to provide limited time, one-off engagements, we may not charge an additional fee. However, in engagements where we expect to be long-term and ongoing, we reserve the right to take this into account in setting the client's fee.

RWA's comprehensive advisory fee is collected quarterly in advance. For client assets that exceed \$1 million for which RWA manages, consults, or monitors, the additional comprehensive advisory fee is collected quarterly in advance and is based on the value of AUM and/or AUA on the last business day of the quarter. However, the initial quarter's comprehensive advisory fee is collected in arrears the following quarter and is prorated for the number of days from the date of the Advisory Agreement to the end of the quarter. The initial quarter's comprehensive advisory fee is based on the value of AUM and/or AUA on the last business day of the quarter. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current advisory agreement. The annual comprehensive advisory fee is directly debited from client accounts, or the client may choose to pay by check or electronic funds transfer. The Outside Manager will debit the client's account for both the Outside Manager's fee, and RWA's comprehensive advisory fee, and will remit RWA's fee to RWA.

After the five-day (5) period, either party, upon 30 days written notice to the other, may terminate the agreement. The advisory fee will be prorated for the month in which the cancellation notice is given, and any unearned fees will be refunded to client. **See Fee Difference Above.**

Fees for Third-Party Managers or Sub-Advisors (TAMPs)

As part of our Investment Advisory Services, RWA may use or recommend Outside Managers for portfolio management services. The Manager will provide individual management on a discretionary basis.

When using an Outside Manager, RWA will continue to render investment advisory services to the client relative to the ongoing monitoring and review of the Outside Manager and their respective account performance. For our services, RWA will receive our advisory fee, as outlined above under Investment Advisory Fee or Comprehensive Advisory Fee, based on a percentage of the market value of assets managed by an Outside Manager.

As part of the arrangement, the fees charged by the Outside Manager, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, are exclusive of, and in addition to, RWA's advisory fee set forth above. An Outside Manager sets their fee.

We encourage clients to review the Outside Manager's Form ADV Part 2 for additional information and to understand their fees.

Please note: The hiring of Third-Party Managers, Outside Managers or Sub-Advisors (TAPP) may result in a high overall investment advisory fee for the client and the client should take this into consideration when engaging RWA or the third-party manager. However, the combination of fees for RWA and the third-party managers will not exceed an industry standard of excessive fees, which is 3%.

Comprehensive Financial Plan

RWA reserves the right to charge a one-time, up-front charge of a minimum of \$3,500 for initial comprehensive financial plan. RWA reserves the right to negotiate the fees in certain client situations. Fees for this service may be paid by electronic funds transfer or check.

The upfront portion of the Comprehensive Financial Plan fee is for client onboarding, data gathering, and data analysis and RWA's recommendations. This work will commence immediately after the fee is paid and will be completed within the first 60 days of the date the fee is paid. Therefore, the upfront portion of the fee will not be paid more than six (6) months in advance. In the event of an early termination, prior to the initial financial plan being completed, the unearned portion of the upfront fee will be prorated based on the amount of work completed and refunded to the client. **See Fee Difference Above.**

Financial Planning (Fixed Fee)

Financial Planning will also be offered on a fixed fee basis for clients who do not require ongoing comprehensive financial planning, investment advisory and/or investment consulting/monitoring services. The fixed fee will be agreed upon before the start of any work. The fixed fee can range between \$2,000 and \$50,000, depending on complexity and the needs of the client. The fee is negotiable. If a fixed fee program is chosen, client will be billed based on the terms agreed to between RWA and client as outlined in the Advisory Agreement. However, RWA will not bill an amount above \$500.00 more than six (6) months in advance. Fees for this service may be paid by electronic funds transfer or check. Upon termination, the client will be billed for any work incurred, but not yet billed, and no further fees will be charged thereafter. **See Fee Difference Above.**

Financial Planning (Hourly Fee)

Financial Planning is also available at an hourly rate between \$100 and \$500 per hour, depending on complexity. The fee may be negotiable in certain cases and may be due at the completion of the engagement or upon progress billing for work already performed. In the event of early termination by the client, any fees for the hours already worked, but unbilled will be due. Fees for this service may be paid by electronic funds transfer or check.

Other Types of Fees and Expenses

Unless otherwise stated in our Advisory Agreement, our fees are exclusive of Outside Manager, brokerage commissions, transaction fees, and other related costs and expenses which may be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual fund and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees, and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, and costs.

Item 12 further describes the factors that we consider in selecting or recommending broker-dealers for a client's transactions and determining the reasonableness of their compensation (e.g., commissions). We do not accept compensation for the sale of securities or other investment products including asset-based sales charges or service fees from the sale of mutual funds.

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

We do not offer performance-based fees and do not engage in side-by-side management.

Item 7: Types of Clients

We may provide, based on the specific needs of the client, investment advisory services, investment consulting/monitoring services and/or financial planning to individuals or families, high net-worth individuals, pension and profit sharing plans, charitable organizations, and corporations or other businesses. We do not have a minimum account size requirement. Exceptions may be made upon approval of Chief Compliance Officer of RWA.

Please Note: Similar advisory services may be available from other investment advisers for similar or lower fees. See Fee Difference Above.

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

When clients have us complete an Investment Analysis (described in Item 4 of this brochure) as part of their financial plan, or when we perform Investment Advisory services for clients, our primary method of investment analysis is fundamental analysis. RWA may utilize the following investment strategies when implementing investment advice given to clients: (1.) Long Term Purchases (securities held at least one year); and (2.) Short Term Purchases (securities sold within one year).

Fundamental analysis

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's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. 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.

Use of Outside Managers

We may refer clients to third-party investment advisers ("outside managers"). Our analysis of outside managers involves the examination of the experience, expertise, investment philosophies, and past performance of the outside managers in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the manager's underlying holdings, strategies, concentrations, and leverage as part of our overall periodic risk assessment.

Additionally, as part of our due-diligence process, we survey the manager's compliance and business enterprise risks. A risk of investing with an outside manager who has been successful in the past is that He may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in an outside manager's portfolio. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Passive Investment Management

We primarily, but not exclusively, practice passive investment management. Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner to achieve the desired relationship between correlation, risk, and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. The funds that are used to build passive portfolios are typically index mutual funds or exchange traded funds.

Passive investment management is characterized by low portfolio expenses (i.e., the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal).

In contrast, active management involves a single manager or managers who employ some method, strategy, or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark. Academic research indicates most active managers underperform the market.

Material Risks Involved

All investing strategies we offer involve risk and may result in a loss of your original investment which you should be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities and any other investment or security. Material risks associated with our investment strategies are listed below.

Market Risk: Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.

Strategy Risk: The Adviser's investment strategies and/or investment techniques may not work as intended.

Small and Medium Cap Company Risk: Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the client's portfolio.

Turnover Risk: At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.

Limited markets: Certain securities may be less liquid (harder to sell or buy) and their prices may at times be more volatile than at other times. Under certain market conditions we may be unable to sell or liquidate investments at prices we consider reasonable or favorable or find buyers at any price.

Concentration Risk: Certain investment strategies focus on particular asset-classes, industries, sectors, or types of investment. From time to time these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.

Interest Rate Risk: Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Legal or Legislative Risk: Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Inflation: Inflation may erode the buying power of your investment portfolio, even if the dollar value of your investments remains the same.

Risks Associated with Securities

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

Exchange Traded Funds: Prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds may not track underlying benchmarks as expected. ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are delisted from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. The Adviser has no control over the risks taken by the underlying funds in which clients invest.

Investment Companies Risk: When a client invests in open-end mutual funds or ETFs, the client indirectly bears its proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, many of which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives).

Margin Accounts: RWA does not recommend the use of margin for purchasing securities. However, should a client determine to use margin, RWA will include the entire market value of the margined assets in determining its fee. **Accordingly, RWA's fee shall be based upon a higher margined account value, resulting in RWA earning a correspondingly higher advisory fee. As a result, there is a conflict of interest since RWA has an economic disincentive to recommend that the client terminate the use of margin.**

Client Asset Allocation

Currently, RWA primarily allocates client investment assets among various mutual funds, exchange traded funds and occasionally, may use Outside Managers on a discretionary basis according to the client's stated investment objective.

Item 9: Disciplinary Information

Criminal or Civil Actions

RWA and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

RWA and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

RWA and its management have not been involved in legal or disciplinary events that are material to a client's or prospective client's evaluation of RWA or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

No RWA employee is registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

No RWA employee is registered, or have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

RWA does not have any related parties. As a result, we do not have a relationship with any related parties.

RWA only receives compensation directly from clients. We do not receive compensation from any outside source.

We do not have any conflicts of interest with any outside party.

Chris J. Roe is currently registered as an Investment Advisor Representative with Waldron Private Wealth, LLC. an SEC Registered Investment Advisor. He is a Managing Director with Waldon Private Wealth, LLC and this activity accounts for approximately 30% of his time. This activity is separate from any advisory activities conducted under RWA and will not impact the services rendered to RWA clients.

Chris J. Roe is licensed to sell life, health, long-term care, and disability insurance and may engage in product sales with our clients, for which he will receive additional compensation directly. This may create

a conflict of interest. Any compensation received through life, health, long-term care, and disability insurance sales do not offset advisory fees the client may pay for advisory services under RWA. RWA does not share in or receive part of any fees received directly by Chris J. Roe.

Chris J. Roe is currently employed as a Sole Proprietor of Chris J. Roe, CPA in which he operates as a Certified Public Accountant. Chris J. Roe will only refer client to his tax and accounting related services practice when he determines that it is in the client's best interest. He does not require a client of RWA to engage with his tax and accounting services.

Recommendations or Selections of Outside Managers

As referenced in Item 4 of this brochure, RWA may recommend clients to Outside Managers to manage their accounts. If RWA recommends an Outside Manager, please note that we do not share in their advisory fee. Our fee is separate and in addition to their compensation (as noted in Item 5) and will be described to you prior to engagement. You are not obligated, contractually or otherwise, to use the services of any Outside Manager we recommend. Additionally, RWA will only recommend an Outside Manager who is properly licensed or registered as an investment adviser.

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

As a fiduciary, RWA and its associates have a duty of utmost good faith to act solely in the best interests of each client. Our clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. RWA also accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations, but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

Code of Ethics Description

This code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory clients. A summary of the Code of Ethics' Principles is outlined below:

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to clients.
- Competence - Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- Confidentiality - Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process, or as required by law.

- Professionalism - Associated persons' conduct in all matters shall reflect the credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide of a copy of its Code of Ethics to any client or prospective client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither RWA, its associates or any related person is authorized to recommend to a client or effect a transaction for a client, involving any security in which RWA or a related person has a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

RWA and its “related persons” may buy or sell securities similar to, or different from, those we recommend to clients for their accounts. In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, RWA has a personal securities transaction policy in place which may require us to restrict or prohibit associates’ transactions in specific reportable securities transactions. Any exceptions or trading pre-clearance must be approved by the firm principal in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

Trading Securities At/Around the Same Time as Client’s Securities

From time to time, our firm or its “related persons” may buy or sell securities for themselves at or around the same time as clients. In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, employees are not allowed to trade ahead of clients. In addition, RWA employees provide quarterly investment statements for accounts not held through the firm for compliance review.

Employees assume personal responsibility for their personal investment actions and choices. RWA has a personal securities policy in place to monitor.

Item 12: Brokerage Practices

Factors Used to Select Custodians and/or Broker-Dealers.

Rx Wealth Advisors, LLC does not have any affiliation with Broker-Dealers. Specific custodian recommendations are made to the client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm. However, clients are free to use any custodian they chose.

1. Research and Other Soft-Dollar Benefits

RWA currently receives soft dollar benefits by nature of our relationship with National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity").

2. Brokerage for Client Referrals

RWA receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

In the event a client asked RWA to recommend a custodian, RWA generally recommends Fidelity. However, the client clients may custody their assets at a custodian of their choice. Clients may also direct us to use a specific broker-dealer to execute transactions. By allowing clients to choose a specific custodian, we may be unable to achieve most favorable execution of client transaction, and this may cost clients money over using a lower-cost custodian.

The Custodian and Brokers We Use

The Custodian and Brokers We Use (Fidelity)

RWA does not maintain custody of your assets. RWA has an arrangement with National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity") through which Fidelity provides RWA with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like RWA in conducting business and in serving the best interests of their clients, but that may benefit RWA. RWA and Fidelity are not affiliating, and no broker-dealer affiliated with RWA is involved in the relationship between RWA and Fidelity.

Your Brokerage and Custody Costs

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity enables RWA to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

Services Available to Us via Fidelity

RWA receives some benefits from Fidelity through its participation in the program. (Please see the disclosure under Item 14 below.) Following is a more detailed description of platform services and benefits received through Fidelity:

1. **SERVICES THAT BENEFIT YOU.** Fidelity provides access to a range of investment products, execution of securities transactions, and custody of client assets through National Financial Services, LLC and Fidelity Brokerage, LLC. Also, Fidelity provides discount brokerage rates that are generally lower than retail investor rates. Fidelity services described in this paragraph generally benefit you and your account.
2. **SERVICES THAT MAY NOT DIRECTLY BENEFIT YOU.** Fidelity also makes available to us other products and services that benefit us but may not directly benefit you or your account. These

products and services assist us in managing and administering our clients' accounts, such as software and technology that may:

- a. Assist with back-office functions, recordkeeping, and client reporting of our clients' accounts.
 - b. Provide access to client account data (such as duplicate trade confirmations and account statements).
 - c. Provide pricing and other market data.
 - d. Assist with back-office functions, recordkeeping, and client reporting.
 - e. Investment research.
 - f. Access to Fidelity's trading desk for Advisors.
 - g. Access to block trading.
3. **SERVICES THAT GENERALLY BENEFIT ONLY US.** By using Fidelity, we will be offered other services intended to help us manage and further develop our business enterprise. These services include:
- a. Educational conferences and events.
 - b. Consulting on technology, compliance, legal, and business needs.
 - c. Publications and conferences on practice management and business succession.
 - d. Vendor discounts to purchase business services, such as consulting, marketing, and branding, technology support and other similar business services.

As part of its fiduciary duties to clients, RWA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by RWA or its related persons in and of itself creates a potential conflict of interest and may indirectly influence RWA's choice of Fidelity for custody and brokerage services.

Aggregating (Block) Trading for Multiple Client Accounts

Investment Advisors elect to purchase or sell the same securities for several clients at approximately the same time when they believe such action may prove advantageous to clients. This process is referred to as aggregating orders, batch trading or block trading. We do not engage in block trading. It should be noted that implementing trades on a block or aggregate basis may be less expensive for client accounts; however, it is our trading policy is to implement all client orders on an individual basis. Therefore, we do not aggregate or "block" client transactions. Considering the types of investments, we hold in advisory client accounts, we do not believe clients are hindered in any way because we trade accounts individually. This is because we develop individualized investment strategies for clients and holdings will vary. Our strategies are primarily developed for the long-term and minor differences in price execution are not material to our overall investment strategy.

Outside Managers used by RWA may block client trades at their discretion. Their specific practices are further discussed in their ADV Part 2A, Item 12.

Item 13: Review of Accounts

Chris J. Roe, Manager and CCO of RWA, will work with clients to obtain current information regarding their assets and investment holdings and will review this information as part of our financial planning services. RWA does not provide specific reports to clients, other than financial plans.

Client accounts with the Investment Management Service will be reviewed regularly on a quarterly basis by Chris J. Roe, Manager and CCO. The account is reviewed with regards to the client's investment policies and risk tolerance levels. Events that may trigger a special review would be unusual performance, addition, or deletions of client-imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per client's needs.

Clients will receive trade confirmations from the broker(s) for each transaction in their accounts, as well as monthly or quarterly statements and annual tax reporting statements from their custodian showing all activity in the accounts, such as receipt of dividends and interest.

RWA may provide written reports summarizing account activity and performance. We urge clients to compare these reports against the account statements they receive from their custodian.

Item 14: Client Referrals and Other Compensation

RWA does not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our clients. Nor do we, directly or indirectly, compensate any person who is not advisory personnel for client referrals.

As disclosed under Item 12, we receive a non-economic benefit from Betterment Institutional and Betterment Securities in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Betterment Securities. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices). The availability to us of Betterment Institutional and Betterment Securities' products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

As disclosed under Item 12, RWA receives non-economic benefits through our arrangement with National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity") through which Fidelity provides RWA with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like RWA in conducting business and in serving the best interests of their clients, but that may benefit RWA. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices).

There is no direct link between RWA's arrangement with Fidelity and the investment advice it gives to its Clients, although RWA receives economic benefits through its relationship with Fidelity that are typically not available to Fidelity retail investors. 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; consulting services; access to a trading desk serving Advisor 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 Advisor by third party vendors.

Fidelity may also have paid for business consulting and professional services received by RWA's related persons. Some of the products and services made available by Fidelity may benefit RWA but may not benefit its Client accounts. These products or services may assist RWA in managing and administering Client accounts, including accounts not maintained at Fidelity. Other services made available by Fidelity are intended to help RWA manage and further develop its business enterprise. The benefits received by RWA or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to Fidelity. As part of its fiduciary duties to clients, RWA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by RWA or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the RWA's choice of Fidelity for custody and brokerage services.

Item 15: Custody

RWA does not accept custody of client funds, except in the instance of withdrawing client fees. For client accounts in which RWA directly debits their advisory fee:

- i. RWA will send a copy of its invoice to the custodian at the same time that it sends the client a copy.
- ii. The custodian will send at least quarterly statements to the client showing all disbursements for the account, including the amount of the advisory fee.
- iii. The client will provide written authorization to RWA, permitting them to be paid directly for their accounts held by the custodian.

Clients should receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the account statements or reports that we may provide to you. Our statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

Clients where we provide Investment Advisory Services or Comprehensive Advisory Services, may engage us on a discretionary basis with respect to securities to be bought and sold and the amount of securities to be bought and sold. Investment discretion is explained to clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the client will execute and Investment Advisory Agreement which will include a Limited Power of Attorney, which will grant our firm discretion over a client's account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the client.

Additionally, any accounts for which RWA manages on a non-discretionary basis will also be outlined in the Advisory Agreement.

Clients who engage RWA on a discretionary basis may, at any time, impose restrictions, in writing, on RWA's discretionary authority. (i.e., limit the types/amounts of particular securities purchased for their

account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe RWA to use of margin, etc.)”.

Item 17: Voting Client Securities

We do not vote client proxies. Therefore, clients maintain exclusive responsibility for: (1.) voting proxies, and (2.) acting on corporate actions pertaining to the Client’s investment assets. The Client shall instruct the Client’s qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client’s investment assets. If the client would like our opinion on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

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 you any electronic solicitation to vote proxies.

Item 18: Financial Information

Registered Investment Advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. As such, (1.) we are unaware of have any financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients; (2.) we have not been the subject of a bankruptcy proceeding; and (3.) we do not have custody of client funds or securities or require or solicit prepayment of more than \$500 in fees per client six (6) months in advance.

RWA elected to apply for and receive a U.S. Small Business Administration Paycheck Protection Program and EIDL Loan authorized under the CARES Act. We sought economic relief due to the uncertainty presented by the COVID-10 global pandemic and to support our ongoing operations. The loans were taken to lessen the economic impact to RWA so that we can continue to offer high quality support and services to our clients. The proceeds of the loans were used to fund qualifying expenses and for qualifying uses as outlined in the loan agreements. To the extent any portion of the PP loan is not forgiven, RWA intends to repay the loan. With respect to the EIDL loan, RWA makes monthly payments to repay the loan in accordance with the terms and conditions of the EIDL loan document.

Item 19: Requirements for State-Registered Advisers

Chris J. Roe, CPA/PFS

Born: 1971

Educational Background

- 2000 – MS Taxation, Duquesne University
- 1994 – BA Accounting, Washington & Jefferson College

Business Experience

- 04/2018 – Present, Rx Wealth Advisors, LLC, Manager and CCO
- 03/2004 – Present, Waldron Private Wealth, LLC, Partner and Managing Director

Professional Designations, Licensing & Exams

Personal Financial Specialist (PFS): This designation is issued by the American Institute of Certified Public Accountants (AICPA) and is granted to individuals who must meet all of the following prerequisites: a member of the AICPA; hold an unrevoked CPA certificate issued by a state authority; earn at least 100 points under the PFS point system; and have substantial business experience in personal financial planning related services. The candidate is required to obtain personal financial planning specific education in addition to holding a valid CPA. The candidate must take a final certification examination (proctored by the AICPA) and once issued the individual must undergo Continuing Education in the form of 60 PFS points in personal financial planning experience as well as qualified ‘life-long learning’ activities every three years.

The Certified Public Accountant (CPA): This designation is the statutory title of qualified accountants in the United States who have passed the Uniform Certified Public Accountant Examination and have met additional state education and experience requirements for certification as a CPA. Eligibility to sit for the Uniform CPA Exam requires a U.S. bachelor’s degree which includes a minimum number of qualifying credit hours in accounting and business administration with an additional one year of study. CPAs are required to complete 40 hours of continuing education annually to renew their license, and most states also require their CPAs to take an ethics course during every renewal period.

Other Business Activities

Chris J. Roe is currently employed as a Managing Director with Waldon Private Wealth, LLC. This activity accounts for approximately 30% of his time.

Chris J. Roe is currently employed as a Managing General Partner with WWM Partners I. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently employed as the Owner and Manager of Metropol Investments, LLC. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently employed as the Manager of Metropol Realty Group, LLC. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently employed as an Owner and President of 1776 Capital Management, Ltd. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently employed as the Sole Proprietor of Chris J Roe, CPA. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently an independent trustee for non-clients' irrevocable trusts. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently an independent trustee for a non-clients' insurance trusts. This activity accounts for approximately 1% of his time.

Chris J. Roe serves on a non-profit board of directors of The Bradley Center located in Pittsburgh, Pennsylvania. This activity accounts for approximately 1% of his time.

Chris J. Roe serves on a non-profit board of directors for Washington County Habitat for Humanity, an affiliate of Habitat for Humanity International. This activity accounts for approximately 1% of his time.

Performance-Based Fees

RWA is not compensated by performance-based fees.

Material Disciplinary Disclosures

No management person at Rx Wealth Advisors, LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Material Relationships That Management Persons Have with Issuers of Securities

Rx Wealth Advisors, LLC, nor Chris J. Roe have any relationship or arrangement with issuers of securities, in addition to what is described in Item 10.

Additional Compensation

Chris J. Roe does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through RWA.

Supervision

Chris J. Roe, as Manager and CCO of RWA, is responsible for supervision. He may be contacted at the phone number on this brochure supplement.

Requirements for State Registered Advisers

Chris J. Roe has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.

Rx Wealth Advisors, LLC

5020 Carnoustie Drive
Presto, PA 15142
(412) 227-9007

March 22, 2021

Form ADV Part 2B – Brochure Supplement

For

Chris J. Roe Individual CRD# 2865667

Manager, and Chief Compliance Officer

This brochure supplement provides information about Chris J. Roe that supplements the Rx Wealth Advisors, LLC (“RWA”) brochure. A copy of that brochure precedes this supplement. Please contact Chris J. Roe if the RWA brochure is not included with this supplement or if you have any questions about the contents of this supplement.

Additional information about Chris J. Roe is available on the SEC’s website at www.adviserinfo.sec.gov which can be found using the identification number 2865667.

Item 2: Educational Background and Business Experience

Chris J. Roe

Born: 1971

Educational Background

- 2000 – MS Taxation, Duquesne University
- 1994 – BA Accounting, Washington & Jefferson College

Business Experience

- 04/2018 – Present, Rx Wealth Advisors, LLC, Manager and CCO
- 03/2004 – Present, Waldron Private Wealth, LLC, Partner and Managing Director

Professional Designations, Licensing & Exams

Personal Financial Specialist (PFS): This designation is issued by the American Institute of Certified Public Accountants (AICPA) and is granted to individuals who must meet all the following prerequisites: a member of the AICPA; hold an unrevoked CPA certificate issued by a state authority; earn at least 100 points under the PFS point system; and have substantial business experience in personal financial planning related services. The candidate is required to obtain personal financial planning specific education in addition to holding a valid CPA. The candidate must take a final certification examination (proctored by the AICPA) and once issued the individual must undergo Continuing Education in the form of 60 PFS points in personal financial planning experience as well as qualified 'life-long learning' activities every three years.

The Certified Public Accountant (CPA): This designation is the statutory title of qualified accountants in the United States who have passed the Uniform Certified Public Accountant Examination and have met additional state education and experience requirements for certification as a CPA. Eligibility to sit for the Uniform CPA Exam requires a U.S. bachelor's degree which includes a minimum number of qualifying credit hours in accounting and business administration with an additional one year of study. CPAs are required to complete 40 hours of continuing education annually in order to renew their license, and most states also require their CPAs to take an ethics course during every renewal period.

Item 3: Disciplinary Information

No management person at Rx Wealth Advisors, LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Item 4: Other Business Activities

Chris J. Roe is currently employed as Managing Director with Waldon Private Wealth, LLC. This activity accounts for approximately 30% of his time.

Chris J. Roe is currently employed as a Managing General Partner with WWM Partners I. This activity accounts for approximately 1% of his time.

Chris J. Roe is currently employed as the Owner and Manager of Metropol Investments, LLC. This activity accounts for approximately 1% of his time.

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Chris J. Roe serves on a non-profit board of directors for Washington County Habitat for Humanity, an affiliate of Habitat for Humanity International. This activity accounts for approximately 1% of his time.

Item 5: Additional Compensation

Chris J. Roe does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through RWA.

Item 6: Supervision

Chris J. Roe, as Manager and CCO of RWA, is responsible for supervision. He may be contacted at the phone number on this brochure supplement.

Item 7: Requirements for State Registered Advisers

Chris J. Roe has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.