



ADV PART 2A BROCHURE

NOBLEBRIDGE WEALTH MANAGEMENT, LLC
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MARCH 30, 2026

This brochure provides information about the qualifications and business practices of NobleBridge Wealth Management, LLC ("NBWM"). If you have any questions about this brochure's contents, please contact us at (866) 798-0354. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or any state securities authority. NBWM is a Registered Investment Adviser ("RIA"). Registration as an Investment Adviser with the SEC or any state securities authority does not imply a certain level of skill or training.

Additional information about NBWM is available on the SEC's website at <http://www.adviserinfo.sec.gov/>. You can search this site with a unique identifying number called an IARD number. The IARD number for NBWM is 146612.

ITEM 2 - MATERIAL CHANGES

SUMMARY OF MATERIAL CHANGES

Under federal and state law, fiduciaries must make full disclosure to Clients of all material facts relating to the advisory relationship. This brochure provides Clients or prospective Clients with information and conflicts of interest with NobleBridge Wealth Management, LLC that should be considered before or when obtaining our investment advisory services. We are required to update this item to describe the material changes made to this brochure on an annual basis and deliver to you, within 120 days of the end of the fiscal year, a free updated brochure that includes or is accompanied by a summary of material changes; or a summary of material changes and an offer to provide an updated brochure and how to obtain it. We will also provide interim disclosures regarding material changes, as necessary.

Since the last annual amendment filing on March 25, 2025, this brochure has been amended as follows:

- Item 4 and Item 5: The Firm revised its disclosure to further clarify the advisory services offered and the fees charged.
- Item 4 and Item 5: The Firm added disclosure regarding Sub-Advisory and Model Portfolio Services provided to non-affiliated investment advisers, as well as the removal of Pontera discretionary management services.
- Item 12: The Firm added disclosure regarding its participation in a promoter agreement.

This brochure may be updated periodically for non-material changes to clarify and provide additional information.

QUESTIONS & CONCERNS

We encourage you to read this document in its entirety. Our Chief Compliance Officer, Corey Franco, remains available to address any questions or concerns regarding this Part 2A Brochure, including any material change disclosure or information described below.

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ITEM 4 - ADVISORY BUSINESS

ABOUT OUR FIRM

NobleBridge Wealth Management, LLC is currently registered with the Securities and Exchange Commission ("SEC") as an investment adviser, with its principal place of business located in New Jersey. NobleBridge Wealth Management, LLC has been in business since 2007, and its principal owner is Corey Franco. Our Firm was registered with the SEC as an investment adviser in 2022. Registration as an Investment Adviser with the United States SEC or any state securities authority does not imply a certain level of skill or training.

This brochure is designed to provide detailed and precise information about each item noted in the table of contents. Certain disclosures are repeated in one or more items, and other disclosures are referred throughout to be as comprehensive as possible on the broad subject matters discussed.

Within this brochure, specific terms in either are used as follows:

- "NBWM" refers to NobleBridge Wealth Management, LLC.
- "Firm," "we," "us," and "our" refer to NobleBridge Wealth Management, LLC.
- "Advisor," "Investment Advisor Representative," and "IAR" refer to our professional representatives who provide investment recommendations or advice on behalf of NobleBridge Wealth Management, LLC.
- "You," "yours," and "Client" refer to Clients of NobleBridge Wealth Management, LLC and its advisors.
- "Code" refers to our Firm's Code of Ethics.
- "CCO" refers to our Chief Compliance Officer, Corey Franco

ADVISORY SERVICES WE OFFER

Our Firm offers a variety of advisory services, which include discretionary and non-discretionary investment management, financial planning, consulting services and assets under advisement, independent third-party money management, and retirement services. Before rendering any preceding advisory services, Clients must enter into one or more written Investment Advisory Agreements ("Agreements"), setting forth the relevant terms and conditions of the advisory relationship.

Our Firm manages portfolios for individuals, high-net-worth individuals and families, estates, trusts, retirement plans, and charitable foundations. We provide investment management and advisory services to multi-generational families using separately managed accounts under a custodial relationship with an independent brokerage Firm.

INVESTMENT ADVISORY SERVICES - MANAGED ACCOUNT SERVICES

With our discretionary relationship, we will reallocate and rebalance the portfolio appropriate to help meet your financial objectives. We trade Client portfolios based on our Firm's market views and the Client's financial goals.

With our non-discretionary relationship, we will provide recommendations to help meet your financial objectives, but we must obtain your approval before making any transactions in your account.

We primarily invest in equities, fixed income and debt securities, mutual funds, and exchange-traded funds (ETFs). We may also invest in digital assets and digital asset ETFs. A portion of the account may be held in cash, cash equivalents, certificates of deposit, or money market funds as part of the overall investment strategy. Cash balances may have a higher concentration and represent a sizable portion of your overall portfolio, depending on the current investment outlook or strategy.

Clients may impose reasonable restrictions on investing in certain securities by notifying Us through written notification.

Our Firm may advise a Client about legacy positions or other investments in Client portfolios. Clients can limit or restrict our trading and/or billing in these positions.

Our Firm typically requires a minimum account size of \$25,000 for advisory accounts. However, sometimes, at our sole discretion, we may accept smaller accounts based on various criteria, such as anticipated future assets, related accounts, and other individual Client circumstances.

AMERICAN FUNDS 529 COLLEGE SAVINGS PROGRAMS

Our Firm has entered into an agreement with American Funds Distributors, Inc. (also referred to herein as American Funds Service Company or "AFS"), a FINRA member Firm, to permit NBWM Clients to establish an account with AFS and hold Class F-2 mutual fund shares and Class 529 F-2 plan shares directly at AFS. The agreement permits NBWM to manage its Clients' investments in American Funds in held accounts at AFS, and AFS will charge fees to those accounts for the services provided by NBWM. The fees will be charged quarterly in arrears.

FIXED INCOME PORTFOLIOS

Our Firm may also work with approved third-party providers to help construct customized fixed income portfolios designed to align with a Client's objectives. In developing these portfolios, we consider factors such as the Client's risk tolerance, income needs, and tax considerations. Through these third-party relationships, Clients may have access to a broad range of fixed income securities, including U.S. government, municipal, corporate, and international bonds.

FINANCIAL PLANNING & CONSULTING SERVICES

Our Firm is a fee-based investment adviser that provides financial planning, non-discretionary asset advisement, tax planning guidance, and project-based advisory services to individuals and business Clients. We offer several service models designed to accommodate varying levels of planning needs and engagement preferences. All advisory services are tailored to the Client's individual financial circumstances, objectives, and risk tolerance. Unless otherwise agreed in writing, services are provided on a nondiscretionary basis, meaning Clients retain ultimate authority over all financial and investment decisions and implementation of recommendations.

NOBLEPLAN SERVICES

NoblePlan (Goal Planning) Services is a subscription-based financial planning engagement designed to assist Clients in identifying and pursuing short- and long-term financial goals. Under this engagement, Clients receive approximately one-half hour of consultation services per month during the term of the agreement. Services may include assistance in designing personal financial planning goals and objectives, consultation meetings to develop and implement financial strategies addressing up to two personal wealth management goals (such as retirement planning, education planning, asset allocation modeling, or budgeting), and the delivery of written or digital reports outlining financial goals, objectives, and recommendations. Clients are provided access to a secure digital portal that aggregates external financial accounts and provides analytics related to net worth, asset summaries, cash flow tracking, and progress reporting. All recommendations are consultative in nature, and Clients are responsible for implementing any advice provided.

ADVANCED PLANNING SERVICES

Advanced Planning Services is a more comprehensive financial planning engagement that provides approximately one hour of consultation per month. This engagement may include in-depth consulting related to financial management, wealth protection strategies, risk management coverage analysis and recommendations, tax planning strategies, retirement planning, estate planning analysis, preparation and monitoring of an Investment Policy Statement ("IPS"), and identification and evaluation of investment alternatives. Clients may also receive access to a secure digital portal for financial aggregation and reporting. Preparation of an IPS may include written documentation of goals, objectives, asset allocation of recommendations, and investment constraints. These services are generally provided on a nondiscretionary basis, and Clients maintain full authority over implementation of decisions unless a separate discretionary agreement is executed.

ASSETS UNDER ADVISEMENT SERVICES

Under the Assets Under Advisement Services engagement, our Firm provides ongoing nondiscretionary advisory services based on assets designated by the Client. Services may include preparation and monitoring of an Investment Policy Statement, quarterly review of investment managers or investments relative to the IPS, and performance comparisons against applicable benchmarks and other performance metrics. We may also identify investment funds or model portfolios for Client selection in accordance with proprietary selection criteria or the parameters established in the Client's IPS. Our Firm does not take custody of Client assets and does not exercise discretionary authority under this engagement. Clients retain decision-making authority regarding all investment selections and transactions. A minimum asset value of \$10,000 is required to qualify for this engagement.

PROJECT-BASED CONSULTING

Our Firm also offers On-Demand Project-Based Advice Services, which are consultative engagements structured around specific financial or business-related projects. These services may include personal financial budgeting, home purchase planning, education funding strategies, retirement planning, career coaching, business financial planning, start-up consulting, strategic planning, and business development coaching. These services are limited in scope to the defined project and do not include ongoing portfolio management unless separately contracted.

TAX PLANNING SERVICES

Our Firm provides Tax Planning Advisory Services designed to analyze a Client's current financial situation and develop personalized tax-efficient strategies. These services are consultative in nature and are intended to support broader financial planning and wealth management objectives. Tax planning advice may include analysis of income tax strategies, investment-related tax considerations, estate and gift tax planning concepts, retirement tax strategies, charitable giving strategies, education tax planning, and general tax efficiency recommendations. For business Clients, services may include income and expense management strategies, qualified retirement plan analysis, state and local tax planning, succession planning concepts, and strategic tax considerations related to business operations. Tax Planning Advisory Services are limited to providing planning guidance and recommendations. Our Firm does not prepare or file tax returns under this service unless separately contracted. Clients are responsible for implementing tax strategies and are encouraged to consult with their tax preparer or certified tax professional before acting on recommendations. These services are provided on a nondiscretionary basis.

INTEGRATED TAX SERVICES

Integrated Tax Services are designed to provide a more coordinated and comprehensive approach to tax strategy by incorporating tax planning into the Client's overall financial plan. Under this engagement, our Firm may collaborate with or recommend licensed tax professionals to assist in implementing certain tax-related strategies that require specialized credentials or regulatory licensing. Integrated Tax Services may include coordination related to bookkeeping, tax return preparation, comprehensive tax planning for business acquisitions or sales, ongoing proactive tax law advisory services, audit representation, or other regulated tax services. When such services require a licensed tax professional, the Client will enter into a separate agreement with that provider. Fees for those services are separate from our advisory fees unless otherwise disclosed in writing. Our Firm's role in Integrated Tax Services is advisory and coordinative in nature unless we are separately engaged and properly licensed to perform specific tax preparation or compliance functions. Clients retain full decision-making authority and are responsible for approving and implementing all tax-related strategies.

All services are customized to the Client's financial profile and objectives. Clients are not obligated to implement recommendations through our Firm or any recommended service provider.

RETIREMENT PLANNING & CONSULTING - INDIVIDUAL

When providing any non-discretionary investment advisory services, we will solely be making investment recommendations to the Sponsor, and the Sponsor retains full discretionary authority or control over assets of the retirement plan. We agree to perform any non-discretionary investment advisory services to the retirement plan as a fiduciary, as defined in ERISA Section 3(21)(A)(ii). The Sponsor may accept or reject any recommendations. We will act in good faith and with the degree of diligence, care, and skill that a prudent person rendering similar services would exercise under similar circumstances.

RETIREMENT PLAN CONSULTING SERVICES - PLAN SPONSOR

Under our Retirement Plan Consulting Services ("RPCS"), our Consultant provides fee-based consulting and/or advisory services to Clients who serve as trustees or other fiduciaries of retirement plans (each a "Plan," and collectively, "Plans"). The specific RPCS services provided are selected by the Client and set forth in the Client agreement.

As part of an engagement, our Firm may assist the Plan with vendor analysis and service provider support, including preparing, distributing, and evaluating requests for proposals ("RFPs"), coordinating finalist interviews, and supporting plan conversions. We may also serve as a liaison between the Plan and its service providers or other advisers. Our Firm may prepare or review an investment policy statement ("IPS") based on discussions with the Client regarding the Plan's objectives and constraints. Where selected by the Client, we may provide ongoing monitoring of investment managers and/or Plan investments against the criteria established in the IPS or other written guidelines provided by the Client. We may also provide ongoing recommendations - subject to the Client's review, consideration, and selection - regarding investments to be held by the Plan or, for participant-directed defined contribution plans, investment options to be made available under the Plan. In addition, we may prepare reports describing the performance of Plan managers and/or investments and compare that performance to applicable benchmarks.

RPCS may also include participant-facing support. Our Firm may assist with Plan enrollment efforts by conducting an agreed-upon number of enrollment meetings and providing general information about the Plan, including the benefits of participation and increasing contributions, the impact of pre-retirement withdrawals on retirement income, and the Plan's terms and operation. We may also provide investment education seminars and meetings on a group or individual basis. These education services may cover general investment concepts (such as diversification, asset classes, and risk and return), how participants may consider investment time horizons and

assess risk tolerance, and information about the Plan's investment options (including objectives, risk/return characteristics, and historical performance). These meetings are educational in nature and do not include individualized advice or recommendations regarding specific investment options for any particular participant.

To the extent a Plan offers individual brokerage accounts, a mutual fund window, or similar arrangements, or participants obtain participant loans, our Firm does not provide individualized advice or recommendations to participants regarding those decisions. RPCS also does not include individualized investment advice to Plan participants regarding their Plan account assets.

Our Firm provides RPCS as an investment adviser under the Investment Advisers Act of 1940. If the Client engages our Firm - pursuant to the Client agreement - to provide ongoing investment monitoring and ongoing investment recommendation services, those services constitute "investment advice" under ERISA Section 3(21)(A)(ii), and our Firm will be deemed an ERISA "fiduciary" with respect to those services. Clients should understand that, to the extent our Firm is engaged to provide services other than ongoing monitoring and ongoing investment recommendations, those other services generally do not constitute "investment advice" under ERISA, and our Firm will not be acting as an ERISA fiduciary with respect to those other services.

ROLLOVER RECOMMENDATION DISCLOSURE

Our Firm is considered a fiduciary under the Investment Advisers Act of 1940. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and the Internal Revenue Code, as applicable, which are laws governing retirement accounts. We must act in your best interest and not put our interests ahead of yours. At the same time, how we make money conflicts with Client interests.

A Client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options):

- leave the money in the former employer's plan, if permitted,
- roll over the assets to the new employer's plan, if one is available and rollovers are permitted,
- rollover to an Individual Retirement Account ("IRA"), or
- cash out the account value (which depending upon the Client's age, could result in adverse tax consequences).

Our Firm may recommend a Client rollover plan assets to an IRA for which our Firm provides investment advisory services. As a result, our Firm and its advisors may earn an asset-based fee on the rolled assets. In contrast, a recommendation that a Client leave their plan assets with their previous employer or rollover the assets to a plan sponsored by a new employer will result in no compensation to our Firm. Therefore, our Firm has an economic incentive to encourage a Client to roll plan assets into an IRA that our Firm will manage, which presents a conflict of interest. To mitigate the conflict of interest, there are numerous factors that our Firm will consider before recommending a rollover, including but not limited to:

- the investment options available in the plan versus the investment options available in an IRA,
- fees and expenses in the plan versus the fees and expenses in an IRA,
- the services and responsiveness of the plan's investment professionals versus those of our Firm,
- protection of assets from creditors and legal judgments,
- required minimum distributions and age considerations, and
- employer stock tax consequences, if any.

The Chief Compliance Officer remains available to address Client questions regarding the supervision and oversight of rollover and transfer of assets.

THIRD-PARTY SMA MANAGER PROGRAM - STRATEGIST CONSULTING

Our Firm offers investment management services through programs that use unaffiliated third-party separately managed account managers ("Third-Party SMA Managers"). In these arrangements, Our Firm helps Clients select one or more Third-Party SMA Managers and monitors those manager(s) on an ongoing basis. Third-Party SMA Managers generally provide discretionary portfolio management and execute transactions in the Client's account in accordance with the selected strategy.

In this role, Our Firm acts in a fiduciary capacity by evaluating each Client's objectives and determining whether a particular Third-Party SMA Manager and strategy are suitable for the Client's needs. Clients should understand that, when a Third-Party SMA Manager has discretionary authority, the Adviser typically does not control the day-to-day security selection or trading within that strategy.

In certain SMA arrangements, however, the Adviser may build a portfolio of specific holdings tailored to the Client's objectives and needs. Where applicable, this will be described in the advisory agreement.

INDEPENDENT THIRD-PARTY MONEY MANAGERS

When appropriate and in the Client's best interest, our Firm may recommend that the Client engage an independent third-party money manager ("TPMM" or "Manager") to provide discretionary portfolio management services. When a TPMM is selected, all investment recommendations, portfolio construction, and securities trading will be conducted by the TPMM.

Before referring a Client to a TPMM, our Firm conducts due diligence on the TPMM's investment process, regulatory status, and overall service offering. We also perform ongoing monitoring to assess whether the TPMM continues to provide services consistent with the Client's objectives and our Firm's standards.

To assist in determining the appropriate TPMM, our Firm gathers information about the Client's financial situation, investment objectives, and any reasonable restrictions the Client wishes to impose. Our Firm will periodically review TPMM reports, communicate with the Client regarding any material changes to their circumstances, and help the Client understand and evaluate the services provided. The Client is expected to notify our Firm promptly of any changes in their financial situation, investment objectives, or account restrictions.

By executing our Investment Advisory Agreement, the Client authorizes our Firm to recommend, hire, or terminate TPMMs when deemed in the Client's best interest. The TPMM's services generally include:

- Assessment of investment needs and objectives
- Implementation of an asset allocation strategy
- Selection of suitable investment styles (e.g., Income, Large Cap, Growth)
- Execution of portfolio transactions
- Ongoing monitoring of investment performance
- Periodic account reviews for adherence to guidelines
- Portfolio reporting

Each TPMM maintains its own minimum account size, services, and fee schedules. These will be fully described in the TPMM's disclosure brochure, which will be provided to the Client prior to or at the time the TPMM relationship is established.

SUB-ADVISORY & MODEL PORTFOLIO - MODEL PORTFOLIO CREATION SERVICES

Our Firm provides investment advisory services primarily by developing and delivering model portfolios to other registered investment advisers (each, a "Sponsor Adviser"). These services are provided pursuant to written agreements and are intended for use by Sponsor Advisers in managing their own Client accounts.

NBWM's model portfolios consist of recommended asset allocations and security selections based on the Firm's investment philosophy, research, and portfolio construction methodologies. The models are provided for implementation at the discretion of the Sponsor Adviser.

Our Firm does not exercise investment discretion over, or provide individualized investment advice to, the underlying Clients of Sponsor Advisers. Our Firm does not have a direct contractual relationship with such Clients. Each Sponsor Adviser retains full discretion and responsibility for determining whether and how to implement NBWM's model portfolios, including Client suitability determinations, portfolio customization, trading, and ongoing monitoring of Client accounts.

All services are provided in a fiduciary capacity to the Sponsor Adviser in accordance with the terms of the applicable advisory or sub-advisory agreement.

SEMINARS & WORKSHOPS

Our Firm occasionally provides financial, retirement, estate, and college planning seminars. Seminars are always offered on an impersonal basis and do not focus on the individual needs of participants.

CLIENT OBJECTIVES & RESTRICTIONS

Our Firm tailors our investment management and advisory services continuously to meet the needs of our Clients. We seek to ensure Client portfolios are managed consistently with those needs and objectives in mind. We meet with Clients on an initial and ongoing basis to assess their specific risk tolerance, time horizon, liquidity constraints, and other related factors relevant to managing their portfolios. Clients may impose reasonable restrictions on managing the accounts if the conditions do not impact the performance of a management strategy.

WRAP FEE PROGRAM

Our Firm does not sponsor a wrap fee program. However, we may provide investment management services to Clients through third-party wrap fee programs sponsored by others, such as Morningstar, in which case our compensation is typically paid as a portion of the overall wrap fee.

REGULATORY ASSETS UNDER MANAGEMENT

As of December 31, 2025, our Firm had \$214,537,941 in regulatory assets under management, approximately \$178,626,473 of which was managed on a discretionary basis and \$35,911,468 on a non-discretionary basis.

ITEM 5 - FEES AND COMPENSATION

In addition to the information provided in Item 4 – Advisory Business, this section details our Firm's services and each service's fees and compensation arrangement. Fee billing practices vary by program and custodian. The Client and NBWM's Services Agreement(s) will outline and agree upon the exact costs and other terms related to the Client's Accounts.

INVESTMENT ADVISORY FEE

INVESTMENT ADVISORY SERVICES - MANAGED ACCOUNT SERVICES

Our Firm provides investment management services for a fee based on a percentage of assets under management ("AUM"). The fee is assessed on the value of the assets we manage for the account and is negotiable in certain circumstances. Our maximum annual investment management fee is 2.00%.

Our annual AUM-based fee is prorated and billed quarterly, in advance, based on the value of the Client's assets under management as of the close of business on the last business day of the prior calendar quarter. Cash and cash equivalents, including money market funds, are included in assets under management and are subject to the agreed-upon advisory fee. Clients should understand that the advisory fee charged on cash and cash equivalents may exceed the returns earned on those balances, particularly in low-interest rate environments. Any "legacy" positions we agree to monitor and manage will be included within our standard investment management fee, as described in the Client's investment management agreement.

Our Firm generally requires a minimum account size of \$25,000 to open and maintain an investment advisory account. For accounts of greater than or equal to \$25,000 that we do not manage or have excluded at our sole discretion, we will charge an annual administrative fee of \$200 as part of the relationship. For accounts below our stated minimum, we may charge no more than \$75 or 1.5% of the account value, in lieu of an asset-based fee, as set forth in the Client's advisory agreement. These administrative fees are billed quarterly, in advance.

The Firm's minimum annual advisory fee of \$75 for accounts accepted below the \$25,000 minimum account size creates a potential conflict of interest. Specifically, the Firm may have a financial incentive to accept accounts below the minimum in order to collect the minimum fee, which may result in a higher effective fee rate than would apply to larger accounts. The Firm manages this conflict by disclosing the minimum fee structure.

Our Firm has discretion to negotiate fees and may waive minimums or apply different fees per Client. Unless a Client elects to be invoiced, advisory fees are deducted directly from the Client's account. The Client provides written authorization permitting the qualified custodian(s) to deduct advisory fees from the account and remit those fees to our Firm. Clients will receive account statements from the qualified custodian(s) showing all account holdings, transactions, and any advisory fees deducted. Clients should carefully review custodian statements and report any questions or concerns. The qualified custodian(s) does not verify the accuracy of advisory fees calculated by our Firm.

We may aggregate related Client accounts for billing purposes, as described in the Client's advisory agreement. The investment management agreement will describe the fee schedule applicable to the Client, including any breakpoints. Fees are subject to change upon prior written notice to the Client and in accordance with the advisory agreement. Our annual fee is reasonable in relation to (1) the services provided and (2) the fees charged by other investment advisers offering similar services/programs.

Our annual investment advisory fee may be higher than that of other investment advisers that offer similar services and programs. In addition to our compensation, you may incur charges imposed at the mutual fund or ETF level (e.g., advisory fees and other fund expenses).

This fee billing information for Investment Advisory Services applies to our managed account services held at our recommended custodian(s) unless otherwise agreed in writing or required by a third-party platform arrangement (e.g., certain held-away or platform-sponsored programs).

Accounts initiated or terminated during a calendar month will be charged a prorated fee based on the days the Client account was open during that quarter. Any prepaid, unearned fees will be refunded upon termination of any account.

FINANCIAL PLANNING AND CONSULTING SERVICES FEE

Our Firm is compensated solely through fees paid directly by Clients. All fees are disclosed in the Client agreement prior to engagement and are negotiable at our discretion unless otherwise stated.

NOBLEPLAN SERVICES

For NoblePlan Services, Clients pay an initial set-up and assessment fee of \$150 and a monthly subscription fee of \$75. The engagement term is one year from the effective date of the agreement and automatically renews annually unless either party provides written notice of non-renewal at least thirty days prior to the anniversary date. Fees are billed on a 30-day cycle. If a Client terminates the agreement, services will continue through the remainder of the billing period in which termination notice is provided. Monthly subscription fees are generally not prorated once the billing cycle has begun.

ADVANCED PLANNING SERVICES

For Advanced Planning Services, Clients pay a \$350 implementation fee and an ongoing monthly fee of \$200. In addition, when a comprehensive financial plan is reviewed and updated annually, a flat fee of \$500 may be charged followed by the monthly fee of \$200 starting the next month. The engagement term is one year and automatically renews annually unless terminated with at least thirty days' written notice prior to the anniversary date. Monthly fees are billed on a 30-day cycle. If termination occurs during a billing period, services will continue through the end of the paid monthly period.

ASSETS UNDER ADVISEMENT SERVICES

For Assets Under Advisement Services, Clients pay an annual asset-based advisory fee ranging from 0.05% to 0.25%, depending on the value of assets under advisement. Fees are billed quarterly in advance and are calculated based on the market value of assets as of the last business day of the preceding calendar quarter. The annual fee is divided by four to determine the quarterly fee. The initial fee is prorated for the portion of the quarter during which the agreement becomes effective. If updated account valuation data is not available at the time of billing, our Firm may rely on prior quarter-end values and make adjustments in the subsequent billing cycle once accurate data is received. Fees are due on the first business day of each calendar quarter.

PROJECT BASED CONSULTING

On Demand Project-Based Advice Services are billed at an hourly rate of \$250, charged in 15-minute increments, unless a flat fee is agreed upon in advance based on the defined scope of services. Payment terms are outlined in the engagement agreement and may require advance payment depending on the size and duration of the project.

TAX PLANNING & INTEGRATED TAX SERVICES

Tax Planning Advisory and Integrated Tax Services are billed at an hourly rate of \$350, charged in 15-minute increments, or for a flat fee, not to exceed \$7,500 annually, agreed upon in advance depending on the scope of services. If integrated tax services require engagement of a separately licensed tax professional, Clients will enter into a separate agreement with that provider and pay separate fees for those services. Our Firm does not share in such fees unless disclosed in writing.

For all Financial Planning and Consulting Services, fees may be paid by Client directly via electronic invoice using AdvicePay technology solutions; the Client may select banking ACH or credit/debit card done by secure electronic transmission. Payment is required when services have been completed or rendered.

In addition to advisory fees, Clients may incur other expenses related to implementation of recommendations, including brokerage commissions, custodial fees, transaction charges, mutual fund or exchange-traded fund expense ratios, and tax preparation fees. These costs are separate from and in addition to our advisory fees.

Clients may terminate advisory agreements in accordance with the terms outlined in their contracts. Unearned prepaid fees, if any, will be refunded on a prorated basis in accordance with applicable law.

RETIREMENT PLANNING & CONSULTING - INDIVIDUAL

For Clients who retain NBWM solely for retirement plan consulting services, we charge an hourly fee (the "RPCS Fee") of \$350 per hour or a minimum annual consulting fee of \$6,500, depending on the services selected. These minimum fees may limit our ability to provide services to smaller ERISA plan sponsors. Our stated fees are negotiable and are generally scaled based on plan size, the scope of services, and the duration and ongoing responsibilities of the engagement.

The Client may terminate the Agreement upon 30 days of written notice to the other party. Client is responsible for paying for the services rendered until the termination of the Agreement.

RETIREMENT PLAN CONSULTING SERVICES - PLAN SPONSOR

Consistent with Department of Labor regulations under ERISA Section 408(b)(2), we provide plan sponsors and other fiduciaries with required information regarding our services and compensation. This information is provided at the beginning of the engagement and is set forth in the applicable advisory agreement. We also provide updated disclosures at least annually, to the extent there are changes to investment-related disclosures associated with our services as a fiduciary under the plan and ERISA.

In certain engagements, Clients may pay a Consultant Fee based on plan assets, often in connection with a third-party plan provider. For these services, the fee is assessed as a percentage of plan assets, up to 0.85% annually, and is negotiated among the Plan Sponsor, and, where applicable, the third-party provider. Our Firm may receive a portion of the fee collected by the third-party program provider or may charge a separate fee for its consulting services. The fee is charged and paid as described in the applicable program brochure.

Our Firm or the Plan Sponsor may terminate the Agreement upon 30 days of written notice to the other party. The Plan Sponsor is responsible for paying for the services rendered until the termination of the Agreement.

INDEPENDENT THIRD-PARTY MANAGER SERVICE FEES

A complete description of the third-party money manager ("TPMM") services, fee schedules, and account minimums is provided in the manager's disclosure brochure, which you will receive before or at the time you enter into the advisory agreement and your account is opened. Each third-party investment adviser is required under federal securities laws to deliver a Form ADV Part 2A ("Adviser Brochure") to its Clients, which includes, among other disclosures, the fees the adviser charges.

The fee you pay will vary depending on the TPMM selected. Fees are calculated and collected by the manager, which is responsible for remitting our Firm's portion of the advisory fee. The total "all-in" advisory fee for investment advisory services - meaning the combined fee charged by our Firm and the TPMM - will not exceed 2.00% annually, including our Firm's investment advisory service fee. You may also incur other investment-related charges, such as mutual fund sales loads, 12b-1 fees, surrender charges, and fees charged by IRA custodians or qualified retirement plan providers.

Because our Firm may receive a portion of the advisory fee paid to an independent manager, there is a conflict of interest in recommending managers that compensate us. We address this conflict through our due diligence process and by seeking to act in the Client's best interest. Clients should understand that other managers, including those not affiliated with our Firm, may be available and may be more or less costly.

As with any investment advisory relationship, no guarantees can be made that a TPMM will achieve your financial goals or objectives, and no guarantee of performance can be offered. Clients should review the TPMM's Adviser Brochure in full, together with this Brochure and any applicable offering documents or prospectuses, to understand the services provided, the fees and layered costs, the governing agreements, and the risks associated with these arrangements.

THIRD-PARTY SMA MANAGER PROGRAM - STRATEGIST CONSULTING

If a third-party money manager, sub-adviser, or strategist is engaged to manage all or a portion of a Client's assets, the Client will pay that manager's fee in addition to our Firm's consulting fee. The total cost of the arrangement, including the manager's fee, custody fees, trading costs, platform fees, and our Firm's consulting fee, is negotiable and will vary depending on the manager or strategist selected, the platform used, the size of the account, and the scope of services provided. In some cases, certain fixed income transactions and mutual fund purchases may also result in separate brokerage charges.

The total annual "all-in" advisory fee for investment advisory services, meaning the combined fee charged by our Firm and the third-party manager, will not exceed 2.00% of assets under management. This maximum includes our Firm's advisory fee, which will not exceed 1.50% annually.

SUB-ADVISORY & MODEL PORTFOLIO SERVICES - MODEL PORTFOLIO CREATION SERVICES

Our Firm licenses and provides model portfolios and related investment guidance to other registered investment advisers ("Participating Advisers"). Under this arrangement, our Firm does not have a direct advisory relationship with the underlying Clients of the Participating Adviser. The Participating Adviser retains the Client relationship, discretion (if applicable), trading authority, and responsibility for suitability determinations and implementation.

For access to our model portfolios and related services, we charge the Participating Adviser a flat fee of \$50,000 annually. The fee is billed monthly in arrears and is payable pursuant to a written agreement between our Firm and the Participating Adviser.

Because fees are billed in arrears, the Participating Adviser is charged only for services already rendered during the billing period. Upon termination of the agreement, fees will be prorated through the effective date of termination, and no additional fees will be due beyond the date services are discontinued.

Our Firm's compensation under this arrangement is paid solely by the Participating Adviser. We do not receive compensation directly from the underlying Clients of the Participating Adviser unless separately disclosed and agreed upon in writing.

Participating Advisers are responsible for determining the advisory fees they charge their own Clients. Clients of the Participating Adviser may pay advisory fees to their adviser that are separate from and in addition to the fee paid to our Firm.

All fees are negotiable at our discretion and are set forth in the written agreement with the Participating Adviser.

SEMINARS & WORKSHOPS FEE

When Consultants from our Firm participate in corporate or higher education workshops, they may charge an hourly fee of \$250 to be determined based on the program, audience, amount of prework needed, and other pertinent research or overall time toward the engagement criteria. This hourly rate is not negotiable, and no

fixed rate is offered. The fee is paid by Client directly via electronic invoice using AdvicePay technology solutions; the Client may select banking ACH or credit/debit card done by secure electronic transmission. Payment is required when services have been completed or rendered. No payment is received in advance, and no pro-rata or adjustment is provided if an event is canceled or rescheduled.

ADMINISTRATIVE SERVICES PROVIDED BY ADVYZON TECHNOLOGIES

Our Firm has contracted with Advyzon Technologies to utilize its technology platforms to support data reconciliation, performance reporting, fee calculation, Client relationship maintenance, quarterly performance evaluations, and other functions related to managing Client accounts' administrative tasks. Due to this arrangement, Advyzon will have access to Client accounts, but Advyzon will not serve as an investment advisor to our Clients or bill the accounts. Advyzon charges our Firm an annual fee for each account administered by its software. Please note that our Firm's annual fee to Advyzon will not increase the Client's fee. Our Firm will pay the annual fee from the portion of the management fee retained by our Firm. Our Firm and Advyzon are non-affiliated companies.

ADDITIONAL FEES & EXPENSES

In addition to the advisory fees paid to our Firm, Clients also incur certain charges imposed by other third parties, such as broker-dealers, Custodians, trust companies, banks, and other financial institutions. These additional charges include securities, transaction fees, custodial fees, fees charged by the SMA, ITPM, and Manager charges imposed by a mutual fund or ETF (Exchange Traded Funds) in a Client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), 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. Our brokerage practices are described at length in Item 12 below. Neither our Firm nor its supervised persons accept commission compensation for selling securities or other investment products. Further, we do not share any additional fees and expenses outlined above.

Our Firm's investment strategies may include mutual and exchange-traded funds ("ETFs"). Our policy is to purchase institutional share classes of those mutual funds selected for the Client's portfolio. The institutional share class generally has the lowest expense ratio. The expense ratio is the annual fee that all mutual funds or ETFs charge their shareholders. It expresses the percentage of assets deducted each fiscal year for funds expenses, including 12b-1 fees, management fees, administrative fees, operating costs, and all other asset-based costs incurred by the fund. Some fund families offer different classes of the same fund, and one share class may have a lower expense ratio than another. Mutual fund expense ratios are in addition to our fees; we do not receive any portion of these charges. If an institutional share class is not available for the mutual fund selected, the adviser will purchase the least expensive share class available for the mutual fund. As share classes with lower expense ratios become available, we may use them in the Client's portfolio or convert the existing mutual fund position to the lower-cost share class. Clients who transfer mutual funds into their accounts with our Firm would bear the expense of any contingent or deferred sales loads incurred upon selling the product. If a mutual fund has a frequent trading policy, the policy can limit a Client's transactions in fund shares (e.g., for rebalancing, liquidations, deposits, or tax harvesting). All mutual fund expenses and fees are disclosed in the respective mutual fund prospectus.

When selecting investments for our Clients' portfolios, we might choose mutual funds on your account Custodian's Non-Transaction Fee (NTF) list. This means that your account Custodian will not charge a transaction fee or commission associated with the purchase or sale of the mutual fund.

The mutual fund companies that choose to participate in the Client's Custodial NTF fund program pay a fee to the Custodian to be included in the NTF program. The mutual fund owners bear the fee that a company pays to participate in the program, as captured in the fund's expense ratio. When choosing a fund from the Client's

Custodial NTF list, our Firm considers the expected holding period, position size, and expense ratio versus alternative funds. Depending on our Firm's analysis and future events, NTF funds might not always be in the Client's best interest.

ITEM 6 - PERFORMANCE-BASED FEES & SIDE-BY-SIDE MANAGEMENT

Performance-based fees are based on a share of capital gains on or appreciation of the assets in a Client's account.

Our Firm does not accept performance-based or other fees based on a share of capital gains or appreciation of a Client's assets.

ITEM 7 - TYPES OF CLIENTS & MINIMUMS

Our Firm provides advisory services to individuals, high net worth individuals, pension and profit-sharing plans, charitable organizations, corporations, and other business entities. The types of services available and the applicable minimum investment or account size requirements vary depending on the engagement selected.

DISCRETIONARY & NON-DISCRETIONARY INVESTMENT ADVISORY

Our Firm generally requires a minimum account size of \$25,000 to open and maintain an investment advisory account. For accounts of greater than or equal to \$25,000 that we do not manage or have excluded at our sole discretion, we will charge an annual administrative fee outlined in Item 4 of this brochure.

INDEPENDENT THIRD-PARTY MONEY MANAGERS

For Clients utilizing Third-Party Money Managers, minimum investment requirements are determined by the selected manager or investment model and typically range from \$50,000 to \$250,000 depending on the model that the Client is engaged in. These minimums are established by the third-party manager and may vary depending on the strategy selected. In certain cases, third-party managers may impose additional eligibility requirements. Our Firm does not control these minimums but may request exceptions where available.

FINANCIAL PLANNING AND CONSULTING SERVICES

For Consulting Services, including financial planning engagements that do not involve ongoing investment management, a minimum asset level of \$10,000 is generally required. This minimum may be waived at our discretion depending on the scope of services and the Client's circumstances.

AMERICAN FUNDS 529 COLLEGE SAVINGS PROGRAMS

For Clients investing in American Funds 529 College Savings Plans through our Firm, the minimum initial investment is typically \$1,000, as established by the plan sponsor.

All minimum investment requirements are subject to waiver at our discretion. Our Firm reserves the right to accept or decline any prospective Client for any reason permitted under applicable law.

Clients must execute a written agreement with our Firm specifying the advisory services to establish a Client arrangement with us.

ITEM 8 - METHODS OF ANALYSIS, STRATEGIES, & RISK OF LOSS

METHODS OF ANALYSIS

Our Investment Advisory Representatives will generally use the following analysis methods to formulate our investment advice and manage Client assets. However, each IAR can manage its Client's account as necessary, and their specific analysis method may vary from below. Clients should acknowledge that investing in securities involves the risk of loss, regardless of the strategies, that Clients should be prepared to bear.

CYCLICAL

In this type of technical analysis, we measure the movements of a particular stock against the overall market to predict the security price movement.

CHARTING

In this type of technical analysis, we review market and security activity charts to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk because a poorly managed or financially unsound company may underperform regardless of market movement.

FUNDAMENTAL

Fundamental analysis attempts to identify stocks offering sturdy growth potential at a competitive price by examining the underlying company's business and conditions within its industry or the broader economy. Investors have traditionally used fundamental analysis for longer-term trades, relying on metrics such as earnings per share, price-to-earnings ratio, price-to-earnings growth, and dividend yield.

MODEL MANAGER

Our Firm examines the Manager's experience, expertise, investment philosophies, and past performance to determine if that Manager has demonstrated an ability to invest over time and in different economic conditions. Our Firm monitors the Manager's underlying holdings, strategies, concentrations, and leverage as part of our Firm's periodic risk assessment. Additionally, as part of our due diligence process, our Firm surveys the Manager's compliance and business enterprise risks.

MUTUAL FUND OR ETF

Our Firm examines the experience and track record of the Manager of the mutual fund or ETF to determine if that Manager has demonstrated an ability to invest over a period of time and in different economic conditions.

Our Firm also looks at the underlying assets in a mutual fund or ETF to determine if there is a significant overlap in the underlying investments held in other funds in the Client's portfolio. Our Firm also monitors the funds or ETFs to determine if they continue to follow their stated investment strategy.

QUANTITATIVE

Our Firm uses a proprietary optimization model that takes historical price performance, quantitative risk metrics, and several other data points as inputs and attempts to recommend securities that will enhance the overall risk-reward characteristic of the whole portfolio.

TECHNICAL

Technical analysis is a form of security analysis that uses price and volume data, typically displayed graphically in charts. The charts are analyzed using various indicators to make investment recommendations. Technical analysis has three main principles and assumptions: (1) The market discounts everything, (2) prices move in trends and countertrends, and (3) price action is repetitive, with specific patterns recurring.

RISKS FOR ALL FORMS OF ANALYSIS

Our Firm's securities analysis method relies on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that the analysis may be compromised by inaccurate or misleading information.

INVESTMENT STRATEGIES

Our Firm may use any of the following investment strategies when managing Client assets and providing investment advice:

BIOTECH HEALTH SCIENCE

We have developed a dedicated portfolio that offers exposure to the biotech and health sciences sub-sector of the U.S. health care industry, providing access to a group of stocks that can thrive on medical and technological advances or disciplined ETF themes. Our approach is to invest in stocks of companies involved in the use of biological processes such as DNA technology, molecular biology and immunology, genetic engineering, genomics, RNA technology, stem cells, and other leading drug discoveries or innovations. Possible investment targets are identified based on congress reports and presentations, clinical trial outcomes and/or preliminary reports, favorability of FDA filings, overall pipeline in development, access to capital or strategic co-sponsorship from other industry leaders, target patient population demographics, third-party market dynamics, US, key global market, and emerging market reach for drug distribution, technical, qualitative, and quantitative analysis of stock performance. Some investments include small and mid-cap stocks.

Investing in securities of this nature involves significant and unusual risks of the loss of principle as decisions impacting drug development can be unforeseeable, including potential for adverse events in core trial patient population, post-marketing safety events, failure in early clinical development to meet FDA criteria for safety and efficacy, and competitive landscape shifts. Small and mid-cap stocks may have additional risks including greater price volatility.

Investments concentrated in the healthcare industry may be adversely impacted by sector specific market shocks, unforeseen rate controls or regulations, higher than expected costs, or inability to bring new products to market.

CORE EQUITY MODEL

This strategy invests in a diversified portfolio of approximately 50 individual U.S. equities. The model is constructed to maintain sector exposures that are generally neutral relative to the S&P 500, while allowing for security-level active management. The adviser uses a combination of fundamental research, valuation analysis, and portfolio construction techniques to identify companies believed to offer attractive long-term return potential. The objective is to provide broad U.S. equity exposure with controlled sector risk.

ETF ALLOCATION MODEL

This model uses low-cost index-based ETFs to build a diversified global equity allocation. Core holdings typically include U.S. large-cap, mid-cap, small-cap, and international equity ETFs. The adviser may also incorporate low-cost sector or country ETFs to adjust exposures or express tactical views. The strategy focuses on cost efficiency, diversification, and disciplined asset allocation, and is intended for Clients seeking broad market exposure through ETFs rather than individual securities.

GLOBAL ALLOCATION STRATEGY

We utilize the underpinnings of modern portfolio theory to develop strategic asset allocation models. Our objective is then to act as an Overlay Manager by providing dynamic asset allocation for enhanced long-term portfolio risk adjusted returns, by actively managing around risk relative to our investment policy statement or strategic allocation. We believe that added value is captured by independent research, selecting ETF's and fund managers carefully, utilizing fundamentally weighted exchange-traded funds (ETFs), and by performing equity and fixed income analysis for portfolio inclusion. Our Global Allocation Strategy is focused on risk management and can maintain consistent hedging or overweighting to cash equivalent(s). We will customize our investment methodology to your individual target allocation based upon risk profile and Client policy statement or specific portfolio requirements.

NBWM's asset allocation styles utilize a static core to ensure portfolios maintain a diverse framework, often encompassing more than five asset classes. NBWM then uses an active strategic and tactical allocation to rebalance accounts as our macro market outlook changes and to incorporate its best ideas to attempt to enhance return. In addition to modern portfolio theory as our core principle strategy, we may add a satellite investment strategy focused in the alternative investment asset class or specific sectors/segments. The investment strategies used to manage accounts may include: fixed income securities, US equities, international emerging equities, alternative investments, Real Estate Investment Trusts (REITs), commodity funds, market neutral investing, managed futures, long term purchases (securities held at least a year), short-term purchases (securities sold within a year), selling securities within 30 days, short sales, inverse funds, leveraged funds, margin transactions, and option strategies.

CASH & CASH EQUIVALENT ALLOCATION

Our Firm generally invests Client cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper and/or government backed debt instruments. Ultimately, our Firm tries to achieve the highest return on Client cash balances through relatively low-risk conservative investments. In most cases, at least a partial cash balance will be maintained in a money market account so that our Firm may debit advisory fees for our services related to our Asset Management and Comprehensive Portfolio Management services, as applicable.

ALTERNATIVE INVESTMENTS

If deemed appropriate for your portfolio, our Firm may recommend "alternative investments." Alternative investments may include a broad range of underlying assets including hedge funds, private equity, venture capital, registered, publicly traded securities, structured notes, and private real estate investment trusts. Alternative investments are speculative, not suitable for all Clients, and intended for only experienced and sophisticated investors who are willing to bear the high risk of the investment, which can include: loss of all or a substantial portion of the investment due to leveraging, short-selling, or other speculative investment practices; lack of liquidity in that there may be no secondary market for the fund and none expected to develop; volatility of returns; potential for restrictions on transferring an interest in the fund; potential lack of diversification and resulting higher risk due to concentration of trading authority with a single adviser; absence of information regarding valuations and pricing; potential for delays in tax reporting; less regulation and often higher fees than other investment options such as mutual funds. The SEC requires investors to be accredited to invest in these more speculative alternative investments. Investing in a fund concentrating on a few holdings may involve heightened risk and greater price volatility.

RISK OF LOSS

A Client's investment portfolio is affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic conditions, changes in laws, and national and international political circumstances.

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Our Firm will assist Clients in determining an appropriate strategy based on their tolerance for risk.

While we are alerted to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

ACTIVE MANAGEMENT RISK

Due to its active management, a portfolio could underperform other portfolios with similar investment objectives or strategies.

ALLOCATION RISK

A portfolio may use an asset allocation strategy to pursue its investment objective. There is a risk that a portfolio's allocation among asset classes or investments will cause a portfolio to lose value or cause it to underperform other portfolios with a similar investment objective or strategy or that the investments themselves will not produce the returns expected.

CAPITALIZATION RISK

Small-cap and mid-cap companies may be hindered due to limited resources or less diverse products or services. Their stocks have historically been more volatile than the stocks of larger, more established companies.

COMPANY RISK

The risk related to a Firm's business plans, stock valuation, profitability, accounting practices, growth strategy, and other factors particular to a company rather than the overall market. Some of these risks

cannot be predicted, such as the retirement or death of a senior executive, which may lead to negative performance in the future.

CONCENTRATION RISK

Strategies concentrated in only a few securities, sectors or industries, regions or countries, or asset classes could expose a portfolio to greater risk. They may cause the portfolio value to fluctuate more widely than a diversified portfolio. Overexposure to certain sectors or asset classes (e.g., MLPs, REITs, etc.) may be detrimental to an investor if there is a negative sector move.

CYBERSECURITY RISK

Increased Internet use makes a portfolio susceptible to operational and informational security risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyberattacks include but are not limited to infection by computer viruses or other malicious software code, gaining unauthorized access to systems, networks, or devices through "hacking" or other means to misappropriate assets or sensitive information, corrupting data, or causing operational disruption. Cybersecurity failures or breaches of third-party service providers may cause disruptions at third-party service providers and impact our business operations, potentially resulting in financial losses; the inability to transact business; violations of applicable privacy and other laws, regulatory fines, or penalties; reputational damage; unanticipated expenses or other compensation costs; or additional compliance costs. Our Firm has an established business continuity and disaster recovery plan and related cybersecurity procedures designed to prevent or reduce the impact of such risks; there are inherent limitations in such plans and systems due in part to the evolving nature of technology and cyberattack tactics.

DEFLATION RISK

When inflation or expectations are low, the value and income of an accounts investments in inflation-linked securities could fall, resulting in losses.

DIGITAL ASSET & CRYPTO CURRENCY RISK

Digital assets and the securities derived from them (including ETFs and mutual funds) are highly speculative and historically subject to extreme price volatility. Prices can fluctuate significantly over short periods due to market sentiment, regulatory developments, technological advancements, or macroeconomic events. The legal and regulatory environment for cryptocurrencies and digital asset investments is rapidly evolving. Changes in regulation - either domestically or globally - could adversely affect the value, liquidity, or legality of certain digital asset-based funds. Future actions by regulatory authorities may restrict or otherwise impact the operation, marketing, or underlying holdings of these funds.

EQUITY RISK

Equity instruments are subject to equity market risk, the risk that common stock prices fluctuate over short or extended periods. Equity securities have greater price volatility than fixed-income securities. The market price of equity securities may increase or decrease, sometimes rapidly or unpredictably. Equity securities may decline in value due to factors affecting markets, industries, sectors or geographic regions represented in those markets, or individual security concerns.

EVENT RISK

The possibility is that an unforeseen event will negatively affect a company or industry and, thus, increase security volatility.

ETF & ETN RISK

ETFs and ETNs are, by definition, portfolios of securities. Although the unsystematic risk associated with investments in ETFs and ETNs may be low relative to investments in securities of individual issuers, some events can trigger sharp, and sometimes adverse, price movements in ETFs and ETNs unrelated to the markets' general activities. These events include unexpected dividends, changes to regular dividend amounts, announcements of rights offerings, and possible unexpected revisions to the net asset values of the ETF and ETN. ETFs are subject to market risk, whereas ETNs are subject to both market risk and the credit risk of the issuer of the ETN.

Further, certain Client accounts may hold (or short-sell) positions in volatility-related ETFs and ETNs. Leveraged ETFs and mutual funds, sometimes labeled "ultra" or "2x," for example, are designed to provide a multiple of the underlying index's return, typically daily. Inverse products are designed to provide the opposite of the underlying index's return, typically daily. These products differ and can be riskier than traditional ETFs and mutual funds. Although these products are designed to provide returns that correspond to the underlying index, they may not be able to exactly replicate the performance of the index because of fund expenses and other factors. This is referred to as a tracking error. Continual re-setting of returns within the product may add to the underlying costs and increase the tracking error. As a result, this may prevent these products from achieving their investment objectives. In addition, compounding of the returns can produce a divergence from the underlying index over time, particularly for leveraged products. Return distortions may be magnified in highly volatile markets with significant positive and negative swings. Some deviations from the stated objectives to the positive or negative are possible and may or may not correct themselves over time. These products use various strategies to accomplish their objectives, including swaps, futures contracts, and other derivatives. These products may not be diversified and can be based on commodities or currencies. These products may have higher expense ratios and be less tax-efficient than more traditional ETFs and mutual funds.

FIXED INCOME & DEBT RISK

Debt securities are affected by changes in interest rates. When interest rates rise, the value of debt securities is likely to decrease. Conversely, when interest rates fall, the values of debt securities are likely to increase. The values of debt securities may also be affected by changes in the issuing entities' credit rating or financial condition.

FREQUENT TRADING RISK

A portfolio Manager may actively and frequently trade investments in a portfolio to carry out its investment strategies. Frequent trading of investments increases the possibility that a portfolio, as relevant, will realize taxable capital gains (including short-term capital gains, which are typically taxable at higher rates than long-term capital gains for U.S. federal income tax purposes), which could reduce a portfolio's after-tax return. Frequent trading can also mean higher brokerage and other transaction costs, which could reduce a portfolio's return. The trading costs and tax effects of portfolio turnover can adversely affect its performance.

INTEREST RATE RISK

When interest rates increase, the value of the account's investments may decline, and the account's share value may decrease. This effect is typically more pronounced for intermediate and longer-term obligations. This effect is also typically more pronounced for mortgages and other asset-backed securities since the value may fluctuate more significantly in response to interest rate changes. When interest rates decrease, the account's current income may decline.

LEGACY HOLDING RISK

Investment advice may be offered on any investment a Client holds at the start of the advisory relationship. Depending on tax considerations and Client sentiment, these investments will be sold over time, and the assets invested in the appropriate strategy. As with any investment decision, there is the risk that timing with respect to the sale and reinvestment of these assets will be less than ideal or even result in a loss to the Client.

LIQUIDITY RISK

Low trading volume, large positions, or legal restrictions are some conditions that could limit or prevent a portfolio from selling securities or closing positions at desirable prices. Securities that are relatively liquid when acquired could become illiquid over time. The sale of any such illiquid investment might be possible only at substantial discounts or might not be possible at all. Further, such investments may take more work to value.

MANAGEMENT RISK

An account is subject to the risk that judgments about the attractiveness, value, or potential appreciation of the account's investments may prove to be incorrect. If the selection of securities or strategies fails to produce the intended results, the account could underperform other accounts with similar objectives and investment strategies.

MARKET RISK

Even a long-term investment approach cannot guarantee a profit. Economic, political, and issuer-specific events will cause the value of securities to rise or fall. Because the value of investment portfolios will fluctuate, there is the risk that you will lose money, and your investment may be worth less upon liquidation. Due to a lack of demand in the marketplace or other factors, an account may only be able to sell some or all the investments promptly or may only be able to sell assets at desired prices.

MODEL RISK

Model portfolios are based on assumptions, research, and judgment that may prove incorrect, and model allocations and holdings may not perform as expected. Market conditions, economic developments, interest rates, issuer-specific events, and other factors can negatively affect performance. There is no guarantee that any investment strategy or model will achieve its objectives.

Because NBWM provides model portfolios and does not manage or trade the underlying Client accounts, actual Client results may differ materially from the model results or intended allocation. Differences may result from, among other things: the Sponsor Adviser's timing of implementation; rebalancing practices; platform or product availability; transaction costs; cash flows (contributions and withdrawals); Client-imposed restrictions; tax considerations; minimum position sizes; use of substitutes; and other operational

or Client-specific factors. The Sponsor Adviser has discretion to determine how and when models are implemented for each Client.

MUNICIPAL BOND RISK

Investments in municipal bonds are affected by the municipal market and the factors in the cities, states, or regions where the strategy invests. Issues such as legislative changes, litigation, business and political conditions relating to a particular municipal project, municipality, state, or territory, and fiscal challenges can impact the value of municipal bonds. These matters can also impact the ability of the issuer to make payments. Also, the public information about municipal bonds is less than that for corporate equities or bonds. Additionally, supply and demand imbalances in the municipal bond market can cause deterioration in liquidity and a lack of price transparency.

SECURITIES LENDING RISK

Securities lending involves the risk that the fund loses money because the borrower fails to return the securities promptly. The fund could also lose money if the value of the collateral provided for loaned securities, or the value of the investments made with the cash collateral, falls. These events could also trigger adverse tax consequences for the fund.

TIMING RISK

The risk is that the investment needs to perform better after its purchase or sale. Moreover, if the Client requires redemption, the Client may face a loss due to poor overall market performance or security performance at that time.

ITEM 9 - DISCIPLINARY INFORMATION

Registered investment advisers are required to provide information about all disciplinary information that would be material to a Client's evaluation of our Firm or the integrity of its management. Clients should refer to the Advisor's Form ADV Part 2B Brochure Supplement. If the Client did not receive the Advisor's Form ADV Part 2B Brochure Supplement, the Client should contact the Chief Compliance Officer using the information provided on the cover page of this Brochure. Our Chief Compliance Officer is available to address any questions a Client or prospective Client may have regarding the above or any information outlined in this Brochure.

Our Firm has no legal or disciplinary events that are material to a Client or prospective Clients, evaluation of our advisory business, or the integrity of our management services.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS

INDUSTRY ACTIVITIES

Clients should review our IARs Form ADV Part 2B Brochure Supplement to determine whether the Client's IAR is engaged in any of the activities described below that may create a conflict of interest. If the Client did not receive the Advisor's Form ADV Part 2B Brochure Supplement, the Client should contact the Firm's Chief Compliance Officer using the information on the cover page of this Brochure. The Chief Compliance Officer is

available to address any questions a Client or prospective Client may have regarding any of the below conflicts of interest, or any other information outlined in this Brochure.

INSURANCE AGENCY

Our Firm is affiliated through common ownership and control with NobleBridge Wealth Insurance Advisors, LLC (“NBWIA” or “Insurance Agency”), an insurance agency that offers insurance products. Because our Firm and NBWIA are under common ownership, they are considered affiliates. NBWIA is a separate legal entity from NBWM.

Many investment advisor representatives (“IARs”) of our Firm are also licensed insurance agents and may offer insurance products through NBWIA or through other insurance channels. When an IAR is acting in the capacity of an insurance agent, the IAR is not acting as an investment advisor on behalf of our Firm, and the recommendation or sale of an insurance product is not provided as part of our Firm’s advisory services, unless specifically stated in a written agreement.

The affiliation between our Firm and NBWIA can create conflicts of interest to Clients. For example, if a Client purchases an insurance product through NBWIA or through an IAR acting as an insurance agent, the IAR and/or the Insurance Agency will typically receive commissions paid by the insurance company or other third-parties. This creates a financial incentive for the IAR to recommend an insurance product, recommend one product over another, recommend a higher-cost product, or recommend that a Client implement coverage through the IAR/Insurance Agency rather than through another provider. In addition, because our Firm is under common ownership with NBWIA, the Firm’s owner may benefit financial from insurance commissions earned by NBWIA. This can create an incentive for the Firm and its personnel to encourage Clients to purchase insurance products through the affiliate.

Clients of our Firm are under no obligation to purchase insurance products through NBWIA or through any IAR acting as an insurance agent. Clients are free to purchase insurance through any agent, broker, or provider of their choosing. In addition, the Firm maintains policies designed to identify and supervise conflicts, including review of insurance-related recommendations when they relate to a Client’s overall financial plan or advisory relationship, and review of disclosures provided to Clients. Clients are encouraged to ask questions about costs, features, surrender charges (if applicable), ongoing expenses, and alternatives, and to compare options available through other providers.

PERSONAL RELATIONSHIPS

From time to time, our Firm may provide investment advisory services to individuals with whom our personnel have personal relationships, such as friends or family members. These relationships may include jointly held accounts, informal financial assistance, or investment management services provided at a reduced or waived fee.

While these accounts are subject to the same investment process, policies, and procedures as all other Client accounts, there is a potential for perceived or actual conflicts of interest, including the possibility of preferential treatment or allocation of investment opportunities. To address this, we monitor and supervise these accounts as we would any other Client account, and any deviations in treatment (e.g., fees or access to products) are documented and reviewed by the Chief Compliance Officer.

Our policies prohibit favoritism and require that investment decisions be made in the best interest of each Client, regardless of relationship status.

SEMINARS & WORKSHOPS

Occasionally, our IARs may present financial or investment-related seminars to educate our Clients and the general investing public. The seminar materials and any handouts provided may be prepared by an IAR or an unaffiliated publisher or distributor of investment seminar materials. The materials presented at the seminars and in general are intended to be purely educational. Neither the information discussed at seminars nor contained in the seminar materials, or any handouts, is intended as specific investment advice to any individual, Client, or prospective Client. We do not represent that any information provided during a seminar will be appropriate for your situation or help you meet your financial goals or objectives.

Client attendance at a seminar can be done without completing an Investment Advisory Agreement with our IAR. If you attend a seminar, you are considered a prospective Client only for the seminar's purposes. You can cease to be our prospective Client following the seminar's conclusion unless you subsequently engage us to provide additional advisory services through the execution of an Investment Advisory Agreement.

OTHER FINANCIAL INDUSTRY ACTIVITIES

Our Firm, and our IARs, do not have a related company that is a (1) broker-dealer, municipal securities dealer, government securities dealer or broker, (2) investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), (3) other investment adviser or financial planner, (4) futures commission merchant, commodity pool operator, or commodity trading advisor, (5) banking or thrift institution, (6) accountant or accounting Firm, (7) lawyer or law Firm, (8) pension consultant, (9) real estate broker or dealer, or (10) sponsor or syndicator of limited partnerships.

ITEM 11 - CODE OF ETHICS, PARTICIPATION & INTEREST IN CLIENT TRANSACTIONS, & PERSONAL TRADING

Our Firm maintains a Code of Ethics to reinforce the fiduciary principles governing our Firm and its employees. The Code, among other things, requires all employees to act with integrity and ethics, and professionalism.

Policies against overreaching, self-dealing, insider trading, and conflicts of interest are outlined in our Code. Our Code forbids employees from trading, either personally or on behalf of others, based on non-public material information or communicating non-public material information to others violating the law.

Additionally, our Code sets forth restrictions and quarterly attestations on receiving gifts, outside business activities, personal trading activity, maintenance of personal brokerage accounts, and other matters. The Code is appropriately designed and implemented to prevent or eliminate potential conflicts of interest between our Firm, our employees and IARs, Clients, and investors. We always strive to make decisions in our Client's best interest should a conflict of interest arise.

Clients should be aware that no set of rules, policies, or procedures can anticipate, avoid, or address all potential conflicts of interest.

PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

Our employees, IARs, and our associated persons are not prohibited from owning or trading securities bought, sold, and recommended to our Clients, provided such personal trading activity complies with the parameters, limitations, and requirements of the Code. Employees, IARs, and associated persons must receive approval from our Firm's CCO when engaging in reportable securities transactions. Our CCO is responsible for reviewing all

employees', IARs, and associated persons' trading when they occur and periodically reviewing trading activity. Our CCO has broad discretion to reject employee trading for any reason. Our Firm's policies and procedures related to the personal trading activity of employees aim to demonstrate our commitment to placing Clients' interests ahead of our trading interests.

While our Firm does not maintain a proprietary trading account and therefore does not have a direct material financial interest in any securities it recommends to Clients, in certain situations, our Firm's employees and associated persons may purchase interests in the same securities at the same or different portfolio percentages or risk levels, in which one or more Clients is investing or has invested. Conversely, a Client may purchase interests in security where our employees, IARs, and associated persons are investing or have invested.

Any exceptions to the Code require the prior approval of the CCO. We will provide a copy of the Code to any Client or prospective Client upon such written or verbal request. Such requests should be directed to our Firm's CCO at the contact information listed in Item 1 - Cover Page of this Brochure.

ITEM 12 - BROKERAGE PRACTICES

INVESTMENT MANAGEMENT SERVICES

Clients must maintain assets in an account with a "qualified Custodian," a broker-dealer or bank. If our Firm is asked to give a recommendation, we generally recommend Charles Schwab & Co. ("Schwab") or Interactive Brokers LLC ("IBKR"). Our recommendation is based on the broker's cost and fees, skills, reputation, dependability, and compatibility with the Client. The Client may obtain lower commissions and fees from other brokers.

CHARLES SCHWAB & CO. INC.

While our Firm recommends that Clients use Charles Schwab & Co. Inc. as a Custodian, Clients must decide whether to do so and open accounts with Schwab by entering into account agreements directly with them. The Client opens the accounts with Schwab. The accounts will always be held in the Client's name and never in our Firm's.

HOW OUR FIRM SELECTS CUSTODIAN-BROKER

Our Firm seeks to recommend a Custodian-Broker who will hold Client assets and execute the transactions on terms that are, overall, most advantageous compared to other available providers and their services. Our Firm considers a wide range of factors, including, among others:

Combination of transaction execution and asset custody services (without a separate fee for custody).

- Capability to execute, clear, and settle trades (buy and sell securities for Client accounts).
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payments, etc.).
- The breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.).
- Availability of investment research and tools that assist us in making investment decisions.
- Quality of services.

- Competitiveness of the price of those services (commission rates, other fees, etc.) and willingness to negotiate the prices.
- Reputation, financial strength, and stability.
- Prior service to our Firm and our other Clients.

Availability of other products and services that benefit our Firm, as discussed below (see "Products and Services Available to Us from Schwab").

CLIENT BROKERAGE & CUSTODY COSTS

For Clients' accounts, Schwab maintains and generally does not charge separately for custody services. However, Schwab receives compensation by charging ticket charges or other fees on trades it executes or settling into Clients' Schwab accounts. In addition to commissions, Schwab charges a flat dollar amount as a "prime broker" or "trade away" fee for each trade that our Firm has executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into a Client's Schwab account. These fees are in addition to the ticket charges or compensation the Client pays the executing broker-dealer. Because of this, our Firm has Schwab execute most trades for Client accounts to minimize trading costs. Our Firm has determined that having Schwab execute most trades is consistent with our duty to seek the "best execution" of Client trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see How Our Firm Selects Custodian-Broker).

PRODUCTS AND SERVICES AVAILABLE TO US FROM SCHWAB

Schwab Advisor Services™ (formerly called Schwab Institutional®) provides independent investment advisory Firms and Clients with access to its institutional brokerage, trading, custody, reporting, and related services, many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our Clients' accounts; others help us manage and grow our business. Schwab's support services typically are available on an unsolicited basis and at no charge to our Firm. These are typically considered soft dollar benefits because there is an incentive to do business with Schwab. Receiving soft dollar benefits creates a conflict of interest. We have established policies in this regard to mitigate any conflicts of interest. We believe our selection of Schwab as Custodian-Broker is in the Clients' best interests. Our Firm will always act in the best interest of our Clients and act as fiduciary in carrying out services to Clients. The following is a more detailed description of Schwab's support services:

SERVICES THAT BENEFIT OUR CLIENTS

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client assets. The investment products available through Schwab include some we might not otherwise have access to or would require a significantly higher minimum initial investment by our Clients. Schwab's services described in this paragraph benefit our Clients and their accounts.

SERVICES THAT MAY NOT DIRECTLY BENEFIT OUR CLIENTS

Schwab also makes other products and services available that benefit our Firm but may not directly benefit our Clients or their accounts. These products and services assist our Firm in managing and administering our Clients' accounts. They include investment research, both Schwab's own and that of third parties. Our Firm may use this research to service all or a substantial number of our Client's accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provides access to Client account data (such as duplicate trade confirmations and account statements).

- Facilitate trade execution and allocate aggregated trade orders for multiple Client accounts.

Provide pricing and other market data.

- Facilitate payment of our fees from our Clients' accounts.
- Assist with back-office functions, recordkeeping, and Client reporting.

SERVICES THAT GENERALLY BENEFIT ONLY US

Schwab also offers other services to help our Firm manage and further develop our business enterprise.

These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers

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

OUR INTEREST IN SCHWAB'S SERVICES

The availability of these services from Schwab benefits our Firm because we do not have to produce or purchase them. These services are not contingent upon our Firm committing any specific amount of business to Schwab in trading commissions. We believe our selection of Schwab as Custodian and Broker is in our Client's best interests.

Some of the products, services, and other benefits provided by Schwab benefit our Firm and may not benefit our Client accounts. Our recommendation or requirement that you place assets in Schwab's custody may be based, in part, on the benefits Schwab provides to our Firm or our Agreement to maintain certain Assets Under Management at Schwab and not solely on the nature, cost, or quality of custody and execution services provided by Schwab.

- Our Firm places trades for our Clients' accounts subject to its duty to seek the best execution and other fiduciary duties. Schwab's execution quality may be different from other broker-dealers.

Our Firm does not routinely recommend, request, or require that the Client direct us to execute the transactions through a specified Custodian. Additionally, our Firm typically does not permit the Client to direct brokerage. We place trades for Client accounts subject to our duty to seek the best execution and other fiduciary duties.

- We will aggregate trades for ourselves or our associated persons with your trades, providing that the following conditions are met:
 - Our policy for the aggregation of transactions shall be fully disclosed separately to our existing Clients (if any) and the broker/dealer(s) through which such transactions will be placed.
 - We will only aggregate transactions if we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek the best price) for the Client and is consistent with the terms of our investment advisory agreement.

- No advisory Client will be favored over any other Client; each Client that participates in an aggregated order will participate at the average share price for all transactions in a given security on a given business day, with transaction costs based on each Client's participation in the transaction.
- Our Firm will prepare a written statement ("Allocation Statement") specifying the participating Client accounts and how to allocate the order among those Clients.
- If the aggregated order is filled in its entirety, it will be allocated among Clients per the allocation statement; if the order is partially filled, the accounts that did not receive the previous trade's positions should be "first in line" to receive the next allocation.
- Notwithstanding the preceding, the order may be allocated on a basis different from that specified if all Client accounts receive fair and equitable treatment. The reason for the difference in allocation will be documented and reviewed by our Firm's Compliance Officer. Our Firm's books and records will separately reflect, for each Client account, the orders which are aggregated, and the securities held by and bought for that account.
- Our Firm will not receive additional compensation or remuneration of any kind because of the proposed aggregation; and
- Individual advice and treatment will be accorded to each advisory Client.

BROKERAGE FOR CLIENT REFERRALS

Our Firm does not receive Client referrals from any Custodian or third party in exchange for using that broker-dealer or third party.

AGGREGATION & ALLOCATION OF TRANSACTIONS

Our Firm does not typically aggregate transactions; however, we may aggregate transactions if we believe that aggregation is consistent with the duty to seek the best execution for our Clients and is consistent with the disclosures made to Clients and terms defined in the Client Investment Advisory Agreement. If we do aggregate trades for ourselves or our associated persons with your trades, we will ensure that the following conditions are met:

- When only a small percentage of the order is executed, with respect to purchase allocations, allocations may be given to accounts high in cash.
- Concerning sale allocations, allocations may be given to accounts low in cash.
- We may allocate shares to the account with the smallest order, to the smallest position, or to an account that is out of line concerning security or sector weightings relative to other portfolios with similar mandates.
- We may allocate one account when that account has limitations in its investment guidelines prohibiting it from purchasing other securities that we expect to produce similar investment results, and other accounts can purchase that in the block.
- If an account reaches an investment guideline limit and cannot participate in an allocation, we may reallocate shares to other accounts. For example, this may be due to unforeseen changes in an account's assets after placing an order.
- If a pro-rata allocation of a potential execution would result in a de minimis allocation in one or more account(s), we may exclude the account(s) from the allocation.
- Our Firm will document the reasons for any deviation from a pro-rata allocation.

In certain cases, Client requests or specific needs will trigger an unplanned transaction in a security where an aggregate transaction occurred previously during the day. Under these circumstances, Client transactions will be excluded from the block transaction and receive differing pricing.

TRADE ERRORS

Our Firm has implemented procedures designed to prevent trade errors; however, our Firm cannot always avoid Client trade errors.

Consistent with our Firm's fiduciary duty, it is our Firm's policy to correct trade errors in a manner that is in the Client's best interest. In cases where the Client causes the trade error, the Client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the Client may not be able to receive any gains generated due to the error correction. In all situations where the Client does not cause the trade error, the Client will be made whole, and we would absorb any loss resulting from the trade error if our Firm caused the error. If the Custodian causes the error, the Custodian will cover all trade error costs. If an investment error results in a gain when correcting the trade, the gain will be donated to charity. Our Firm will never benefit or profit from trade errors.

INTERACTIVE BROKERS LLC

Where deemed appropriate, our Firm recommends that Clients establish brokerage accounts with Interactive Brokers LLC ("IBKR"), a registered broker-dealer and member of SIPC, to maintain custody of Client assets and to effect securities transactions. IBKR provides custody, trade execution, clearance and settlement services, as well as account access, reporting, and other related brokerage services for advisory accounts. IBKR also offers advisor technology, block trading/allocation capabilities, and account management tools designed for registered investment advisers.

CLIENT BROKERAGE & CUSTODY COSTS

In recommending IBKR, the Firm considers a variety of factors relevant to its duty to seek best execution, including execution capability, commission and transaction costs, financial responsibility, responsiveness, technology, reporting, access to a broad range of markets and products, and the overall value of the brokerage and custodial services provided. Interactive Brokers states that it offers low-cost trading and custody solutions for advisers, including advisor trading and allocation tools.

Clients are not required to custody assets with IBKR. A Client may direct the Firm to use another broker-dealer or custodian. However, if a Client directs the Firm to use a different broker-dealer or custodian, the Firm may be unable to achieve the same execution quality, pricing, aggregation efficiencies, or access to certain services, and the Client may pay higher transaction costs or receive less favorable terms. Directed brokerage may also limit the Firm's ability to aggregate orders and may affect the Firm's ability to manage the account efficiently.

IBKR charges brokerage commissions, markups/markdowns, spreads, exchange fees, and other transaction-related or custodial charges as applicable. These charges are separate from and in addition to the Firm's advisory fee unless otherwise disclosed in the applicable advisory agreement. Clients should review IBKR's account agreements, fee schedules, and disclosures for additional information regarding brokerage and custodial costs. IBKR's client agreements provide that commissions are charged when trades are effected in the account.

AGGREGATION & ALLOCATION OF TRANSACTIONS

The Firm may aggregate the purchase or sale of securities for multiple Client accounts when the Firm believes aggregation is consistent with its duty to seek best execution and is fair and equitable to participating accounts.

When orders are aggregated, each participating account will generally receive an average price for the transaction, and transaction costs will generally be shared pro rata based on each account's participation. In some cases, aggregated orders may be rounded or allocated in a manner the Firm believes is fair under the circumstances. IBKR offers order allocation functionality for advisers managing multiple client accounts.

BROKERAGE FOR CLIENT REFERRALS

The Firm does not currently receive client referrals from IBKR in exchange for recommending IBKR to Clients.

PRODUCTS & SERVICES AVAILABLE TO US FROM INTERACTIVE BROKERS

To the extent IBKR makes available certain products, services, software, practice management support, or other non-research benefits to the Firm, such benefits are received because of the Firm's relationship with IBKR and not because any particular Client pays higher commissions. These services may create an incentive for the Firm to recommend IBKR over other custodians or brokers. The Firm addresses this conflict by evaluating whether recommending IBKR remains consistent with its fiduciary duty and best execution obligation. IBKR also offers a soft dollar commission program for eligible arrangements; if the Firm participates in any such program, that participation and related conflicts will be disclosed here or in another appropriate disclosure document.

DIRECTED BROKERAGE

Our Firm does not generally recommend, request, or require that Clients direct brokerage to a particular broker-dealer, mutual fund company, or platform. However, in certain circumstances, a Client may request that brokerage or transactions be directed through a specific provider, such as Vanguard, American Funds, or another financial institution. When permitted, such direction may limit our ability to select brokers, dealers, or other execution venues that we believe may offer more favorable execution, pricing, or overall terms. In those situations, the Client should understand that directed brokerage or platform limitations may result in higher costs, less favorable execution, or reduced flexibility in managing the account. Except where the Client has directed otherwise and we have agreed to accommodate that request, our Firm places trades for Client accounts subject to its fiduciary duty to seek best execution and to act in the Client's best interest.

For retirement plan or ERISA accounts, the plan sponsor may direct that all or a portion of portfolio transactions be executed through a specific broker or dealer in order to obtain goods or services for the benefit of the plan, provided the arrangement is consistent with applicable law. Any such goods or services must constitute reasonable plan expenses incurred in the ordinary course of the plan's operations and must be for the exclusive benefit of the plan. Because ERISA prohibits directed brokerage arrangements that do not satisfy this standard, our Firm may request written confirmation from the plan sponsor that any directed brokerage arrangement is intended solely for the exclusive benefit of the plan.

ITEM 13 - REVIEW OF ACCOUNTS

CLIENT REVIEWS

Our Firm reviews Client accounts and financial plans periodically. Our IARs will monitor Client accounts regularly and perform annual reviews with each Client. All accounts are reviewed for consistency with Client investment strategy, asset allocation, risk tolerance, and performance. More frequent reviews may be triggered by changes in an account holder's personal, tax, or financial status. Geopolitical and macroeconomic-specific events may

also trigger reviews. Our recommendations depend on the information provided by the Client. Our Client must notify our Firm of any situation that would impair our ability to manage our Client accounts properly.

The Client receives a copy of each trade confirmation (unless the Client has authorized the Custodian to suppress the confirmations) and the standard written account statement from the qualified account Custodian every quarter.

MODEL REVIEW

When NBWM provides model portfolios only, we generally do not review individual underlying Client accounts. Instead, we monitor and review the model portfolios we provide on a periodic and/or event-driven basis, which

may include scheduled reviews and updates prompted by market conditions, product changes, risk considerations, or other factors.

The Sponsor Adviser is responsible for reviewing each Client account, including determining whether and when to implement model changes and whether model allocations remain suitable given each Client's objectives and constraints. As a result, the Sponsor Adviser's implementation practices and Client-specific factors may cause actual Client holdings and performance to differ from the model.

ITEM 14 - CLIENT REFERRALS & OTHER COMPENSATION

BROKERAGE PRACTICES

As disclosed under Item 12 Brokerage Practices, we participate in the Custodian's institutional customer programs, and we may recommend a Custodian to our Clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to our Clients. However, we receive economic benefits through our participation in the program that is typically not available to any other independent advisors participating in the program. 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 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 certain institutional money Managers.
- Discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third-party vendors.

Custodians may also have paid for business consulting and professional services received by some of our IARs. Some of the products and services made available by Custodians through the program may benefit us but may not benefit your account. These products or services may assist us in managing and administering Client accounts, including accounts not maintained at our recommended Custodian. Other services made available by

the Custodian are intended to help us manage and further develop our business enterprise. The benefits our Firm or our IARs receive through participation in the program do not depend on the amount of brokerage transactions directed to the Custodian. Due to these arrangements, our Client does not pay more for assets maintained at Schwab and Interactive Brokers. As part of our fiduciary duties to Clients, we always endeavor to put our Client's interests first. Clients should be aware, however, that receiving economic benefits from our Firm or our IARs in and of itself creates a conflict of interest because the cost of these services would otherwise be borne directly by us. These arrangements could indirectly influence our choice of Custodian for custody and brokerage services. Clients should consider these conflicts of interest when selecting a Custodian. The products and services provided by the Custodian, how they benefit us, and the related conflicts of interest are described above.

LEAD GENERATION & REFERRALS

Our Firm complies with the SEC's Marketing Rule (Rule 206(4)-1 under the Investment Advisers Act of 1940), including applicable requirements for advertisements, testimonials/endorsements, and solicitation arrangements, to the extent relevant to our marketing practices.

PROMOTER AGREEMENT

From time to time, our Firm may enter into written promoter arrangements with unaffiliated investment advisers or other financial services firms pursuant to which we refer prospective clients to those firms. If a referred prospect engages the unaffiliated firm, our Firm will receive compensation for the referral. Such compensation is generally paid from the advisory fees or other fees charged by the unaffiliated firm and may be structured as a one-time payment or as an ongoing payment for so long as the client maintains the relationship, or as otherwise provided in the applicable agreement.

This arrangement presents a conflict of interest because our Firm has a financial incentive to recommend the services of an unaffiliated firm based on the compensation we may receive, rather than solely on the prospective client's needs. Clients and prospective clients should therefore consider this conflict when evaluating any recommendation.

We will not receive compensation under any such arrangement unless it is permitted under applicable law, memorialized in a written agreement, and accompanied by the required disclosures. At or before the time of the solicitation or referral, the prospective client will receive clear disclosure regarding the nature of the arrangement, the compensation our Firm will receive, and any material terms associated with the referral.

Our Firm is not affiliated with the unaffiliated firm unless otherwise disclosed. We do not provide investment advice on behalf of the unaffiliated firm, and we do not have authority to bind or act on behalf of that firm in any capacity. The unaffiliated firm remains solely responsible for determining whether to accept the referred prospect as a client and for providing any advisory or other services to that client.

OTHER PROFESSIONALS

Our Firm may refer business to estate planning attorneys, accountants, insurance brokers, and other professionals. However, outside of the Promoter Agreement above, we do not receive monetary or other material compensation for referring Clients to such professionals. We also do not pay any person or Firm commissions or other items of material value when referring Clients to us. If we receive or offer an introduction to a Client, we do not pay or earn a referral fee, nor are there established quid pro quo arrangements. Each Client can accept or deny such referral or subsequent services.

ITEM 15 - CUSTODY

Regulators have defined custody as having access or control over Client funds or securities. As it applies to our Firm, we do not have physical custody of funds or securities.

FEE DEDUCTION

Our Firm is deemed to have constructive custody over those Client accounts where it can deduct our fees directly from the Client account. If we comply with certain regulatory requirements, this constructive custody does not mandate that our Firm undergo a surprise audit for those accounts. Our Clients receive account statements directly from the qualified Custodian at least quarterly. Our Firm may send Clients quarterly reports that our Firm produces using our portfolio accounting system, Advyzon.

We strongly urge our Clients to compare such reports with the statements received from the qualified Custodian. Furthermore, when our Firm calculates our investment management fees and instructs the Custodian to remit these fees to us directly from Clients' accounts, the Custodian does not verify our calculation of fees. Our Firm performs quarterly testing to ensure that our fees are charged per the Client's Investment Advisory Agreement on file with our Firm.

STANDING LETTERS OF AUTHORIZATION ("SLOA")

Additionally, our Firm is deemed to have custody of the Client's funds or securities when you have standing authorizations with their Custodian to move money from your account to a third-party Standing Letter of Authorization ("SLOA") and, under that SLOA, it authorizes us to designate the amount or timing of transfers with the Custodian. The SEC has set forth standards to protect your assets in such situations, which we follow. We do not have a beneficial interest in any of the accounts we are deemed to have Custody of where SLOAs are on file. In addition, account statements reflecting all activity on the account(s) are delivered directly from the qualified Custodian to each Client or the Client's independent representative at least monthly. You should carefully review those statements and are urged to compare the statements against reports received from us. When you have questions about your account statements, contact us, your Advisor, or the qualified Custodian preparing the statement.

ITEM 16 - INVESTMENT DISCRETION

DISCRETIONARY AUTHORITY

Upon receiving written authorization from the Client, our Firm provides discretionary investment advisory services for Client accounts. For discretionary accounts, before engaging our Firm to provide investment advisory services, you will enter into a written Investment Advisory Agreement with us granting our Firm the authority to supervise and direct, on an ongoing basis, investments per the Client's investment objective and guidelines. In addition, our Client will need to execute additional documents required by the Custodian to authorize and enable our Firm, in its sole discretion, without prior consultation with or ratification by our Client, to purchase, sell or exchange securities in and for your accounts. We are authorized, at our discretion and without prior consultation with the Client, to (1) buy, sell, exchange, and trade any stocks, bonds, or other securities or assets and (2) determine the amount of securities to be bought or sold and (3) place orders with the Custodian. Any limitations to such discretionary authority will be communicated to our Firm in writing by you, the Client.

The limitations on investment and brokerage discretion held by our Firm are:

- For discretionary accounts, we require that we be given the authority to determine which securities and the amounts to be bought or sold.
- Any limitations on this discretionary authority shall be in writing as indicated in the Investment Advisory Agreement. Clients may change or amend these limitations as required.

NON-DISCRETIONARY AUTHORITY

In some instances, we may not have discretionary authority. For non-discretionary accounts, our Firm will discuss all transactions with our Client before execution, or the Client will be required to make the trades in an employer-sponsored account.

ITEM 17 - VOTING CLIENT SECURITIES

PROXY VOTING

Our Firm cannot vote for Client securities. Clients will receive proxies or other solicitations directly from the Custodian or a transfer agent. Clients are responsible for obtaining and voting proxies for all securities maintained in their portfolios. We may provide advice to you regarding your voting proxies. Clients can contact our Firm with any questions or concerns about a particular solicitation.

CLASS ACTION LAWSUITS

Our Firm does not advise or instruct Clients on whether to participate as a member of class action lawsuits and will not automatically file claims on the Client's behalf. However, if a Client notifies us that they wish to participate in a class action, we will provide the Client with transaction information about the Client's account that is required to file a proof of claim in a class action.

ITEM 18 - FINANCIAL INFORMATION

FINANCIAL CONDITION

Our Firm has no financial commitment that impairs its ability to meet Client contractual and fiduciary obligations and has not been the subject of a bankruptcy proceeding. We do not require or solicit prepayment of more than \$1,200 in fees per Client six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year.

ADDITIONAL INFORMATION

PRIVACY POLICY

Our Firm collects non-public personal information about Clients from information received on applications or other forms and information about Client transactions with Firm affiliates, others, or our Firm. We do not disclose any nonpublic personal information about current or former Clients except as permitted by law or to provide services. Firm employees have limited access to Clients' data based on their responsibilities to provide products or services to Clients.

Our Firm maintains physical, electronic, and procedural safeguards in compliance with federal standards to protect Client information. If the IAR servicing a Client account leaves our Firm to join another Firm, the IAR is not permitted to retain copies of specific Client information without our Firm's consent.

A copy of our Firm's Privacy Policy is given to each Client at account opening, upon request, and provided annually.

CONTACTING US

If a Client cannot contact our Firm via (866) 798-0354 after a significant business disruption, please visit the website at www.noblebridgewealth.com to review updated contact information.