

Tiverton Wealth, LLC

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TIVERTON WEALTH

Form ADV Part 2A – Firm Brochure

Dated: September 4, 2026

This Brochure provides information about the qualifications and business practices of Tiverton Wealth, LLC. If you have any questions about the contents of this Brochure, please contact us at 281-865-8858. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Tiverton Wealth, LLC is a registered investment adviser. Registration does not imply a certain level of skill or training.

Additional information about Tiverton Wealth, LLC also is available on the SEC's website at www.adviserinfo.sec.gov, which can be found using the firm's identification number, 339410.

Item 2: Material Changes

Note the following material changes that have been made to this Brochure since the filing dated February 17, 2026:

- Tiverton has converted from an asset-based advisory fee schedule to a flat fee structure consisting of an Initial Planning Engagement fee followed by an Ongoing Subscription fee, either of which may be reduced or waived at the Firm's discretion. See Items 4 and 5.
- Tiverton has consolidated and restructured its service offerings into two sequential engagements, and now offers Clients a choice between managed implementation at our recommended custodian and self-directed implementation at a custodian of the Client's choosing. See Items 4, 12, 13 and 16.
- Tiverton has updated its disclosure regarding tax preparation services provided by Tiverton Tax, LLC, an affiliated entity, which are included within the Ongoing Subscription fee, and the conflicts of interest arising from that arrangement. See Items 5 and 10.
- Tiverton has updated its disclosure regarding estate planning services, including the circumstances in which a Client may be referred to outside counsel at the Client's separate cost. See Items 4, 5, 10 and 14.
- Tiverton no longer offers discretionary management of held-away accounts and no longer utilizes Pontera Solutions, Inc. Tiverton continues to provide non-discretionary investment recommendations for held-away retirement plan accounts as described in Item 4.
- Tiverton has added AdvicePay as a method by which Clients may pay advisory fees. See Items 5 and 15.
- Tiverton has revised Item 15 to clarify that Tiverton is deemed to have custody of certain Client funds solely as a result of its authority to deduct advisory fees directly from Client accounts, and to describe the regulatory exception and safeguards on which Tiverton relies. See Item 15.
- Tiverton has revised the Initial Planning Engagement fee milestones in Item 5, and the corresponding description of services in Item 4, so that fee entitlement no longer depends on transferring Client assets to Tiverton's recommended custodian, and applies consistently regardless of whether a Client elects managed or self-directed implementation.
- Tiverton has clarified in Item 5 that where a Client exercises the five-business-day cancellation right that applies when this Brochure was not delivered at least 48 hours before the advisory agreement was signed, Tiverton refunds all fees the Client has paid, notwithstanding the Initial Planning Engagement milestone schedule. See Item 5.
- Tiverton has clarified in Items 5, 10 and Part 2B that the tax services provided by Tiverton Tax, LLC are paid for indirectly through the advisory fee for Clients who pay a fee, and that where the Ongoing Subscription fee has been waived in full the Client pays nothing for either the advisory or the tax services. See Items 5 and 10.
- Tiverton has clarified in Item 4 that estate planning documents generated through the Trust & Will platform are self-service and are not reviewed or prepared by an attorney as part of that service, and now recommends that Clients using the platform have the resulting documents reviewed by an attorney before execution.
- Tiverton has clarified in Item 16 that the limited power of attorney or trading authorization form required by our recommended custodian is the operative instrument granting trading authority, that implementation occurs following delivery of the written financial plan, and that the authority granted does not permit Tiverton to withdraw or transfer Client assets other than the deduction of advisory fees the Client has separately authorized. See Item 16.

- Tiverton has clarified in Items 5 and 15, and in the client advisory agreement, that its authority to deduct fees directly from a custodial account applies only to Ongoing Subscription fees, and that the Initial Planning Engagement fee is not deducted from a custodial account. See Items 5 and 15.
- Tiverton has removed references to Outside Managers throughout this Brochure. Tiverton does not currently recommend or use outside investment managers or sub-advisers to manage any portion of a Client's account.

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

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Item 4: Advisory Business

Description of Advisory Firm

Tiverton Wealth, LLC is an investment adviser principally located in the state of Texas. We are a limited liability company founded in October 2025. Tiverton Wealth, LLC became registered in 2026. Alexander Bridges is the principal owner and Chief Compliance Officer ("CCO").

As used in this brochure, the words "Tiverton", "we", "our firm", "Advisor" and "us" refer to Tiverton Wealth, LLC and the words "you", "your" and "Client" refer to you as either a client or prospective client of our firm.

Types of Advisory Services

Tiverton is a fee-only firm, meaning the only compensation we receive is from our Clients for our services. Tiverton charges flat fees that are not based on the value of a Client's assets under management. Our services are delivered in two sequential engagements: an Initial Planning Engagement, followed by an Ongoing Subscription.

From time to time, Tiverton recommends third-party professionals such as attorneys, accountants, tax advisors, insurance agents, or other financial professionals. Clients are never obligated to utilize any third-party professional we recommend. Tiverton is not affiliated with nor does Tiverton receive any compensation from third-party professionals we may recommend. Tiverton Tax, LLC is an affiliated entity under common ownership and is not a third-party professional for purposes of this paragraph; see Item 10.

We primarily advise our Clients regarding investments in stocks, bonds, mutual funds, ETFs, U.S. government and municipal securities, and cash and cash equivalents. We may also provide advice regarding investments held in a Client's portfolio at the inception of our advisory relationship and/or other investment types not listed above, at the Client's request.

Initial Planning Engagement

New Client relationships generally begin with an Initial Planning Engagement. This is a defined-scope project, substantially completed within one hundred twenty (120) days of Tiverton's receipt of all necessary Client information and in no event later than one hundred fifty (150) days, absent circumstances documented and communicated to the Client. The engagement includes the following services:

- Data gathering and analysis. We gather and analyze the Client's personal and financial circumstances, review the Client's prior investment history, family composition, and background, and assist the Client in identifying, selecting, and prioritizing financial goals.
- Investment analysis and recommendations. We evaluate the Client's existing investments and financial circumstances and develop an investment policy, target asset allocation, and specific implementation recommendations, which are incorporated into the written financial plan described below. Actual implementation of these recommendations — whether through Tiverton's managed implementation or the Client's self-directed implementation — occurs following delivery of the written financial plan, as described under Portfolio Implementation: Managed and Self-Directed Options below. See Item 16.
- Delivery of the written financial plan. We evaluate the Client's current course of action and alternative strategies and develop and present written financial planning recommendations addressing the areas described below.
- Comprehensive tax analysis. Tiverton Tax, LLC, an affiliate under common ownership, prepares a comprehensive analysis of the Client's tax circumstances to identify planning opportunities and support recommendations across the plan. No separate fee is charged for this analysis; it is included within the Initial

Planning Engagement. The analysis is delivered under a separate written engagement agreement between the Client and Tiverton Tax, LLC and does not include preparation or filing of any income tax return, extension, or estimated tax payment. Preparation of the Client's annual income tax returns is a separate service available only under the Ongoing Subscription. See Items 5 and 10.

- Estate planning facilitation. As described below, using a third-party estate planning technology platform. Where a Client's circumstances are too complex for that platform, we will refer the Client to a licensed attorney, whose fees are the Client's separate responsibility and are not included in our fee. Tiverton is not a law practice and does not provide legal advice.

Preparation of the Client's annual income tax returns is not included in the Initial Planning Engagement. That service is available only under the Ongoing Subscription described below.

The Initial Planning Engagement concludes upon delivery of the written financial plan. A Client may treat the engagement as complete at that point, implement the recommendations independently, and conclude the relationship if no further assistance is needed. Alternatively, the Client may elect to continue with Tiverton under the Ongoing Subscription described below, which requires the Client to execute a new advisory agreement. The Ongoing Subscription does not commence, and no Subscription fee is charged, unless and until that new advisory agreement is executed. Where the Client does not continue and Tiverton manages the Client's accounts, Tiverton will assist the Client in transitioning the management of those accounts.

Tiverton may, in its sole discretion, reduce or waive the Initial Planning Engagement fee, and may agree with a Client to begin the relationship directly with an Ongoing Subscription without a separate Initial Planning Engagement. Where that occurs, the services described above are provided as part of the Ongoing Subscription during the initial months of the relationship. See Item 5.

Ongoing Subscription

Upon completion of the Initial Planning Engagement, and where the Client executes a new advisory agreement, Tiverton provides ongoing services on a subscription basis. The Ongoing Subscription includes:

- Portfolio management or model portfolio updates, depending on the implementation option the Client has elected. For Clients electing managed implementation, we provide continuous discretionary investment management of the Client's account(s); account supervision is guided by the Client's stated objectives (e.g., maximum capital appreciation, growth, income, or growth and income), risk tolerance, and tax considerations, and accounts are reviewed at least quarterly as described in Item 13. For Clients electing self-directed implementation, we provide the current model portfolio and notify the Client by email of any change we make to it, so that the Client may decide whether to implement the change in their own account. Self-directed Clients implement changes on their own timing and in their own discretion, and may therefore experience different execution prices and investment results than Clients electing managed implementation. Tiverton generally maintains long-term positions and does not engage in frequent or short-term trading. Portfolio changes are typically made in connection with rebalancing, changes in the Client's circumstances, or changes to our asset allocation models, including periodic tactical adjustments to those models in response to market or economic conditions. We anticipate making a limited number of such adjustments in a typical year, though the actual number will vary.
- Non-discretionary recommendations for held-away retirement plan accounts. Where a Client participates in an employer-sponsored retirement plan or holds another account that cannot be transferred to a custodian we recommend, we will, at the Client's request, review the investment options available within that plan and construct a recommended allocation intended to approximate the Firm's model portfolios using the options available in that plan. We review that allocation with the Client on an annual basis and recommend adjustments where appropriate. Tiverton does not have trading authority, discretion, or any ability to effect

transactions in these accounts. The Client retains sole authority to implement, modify, or decline any recommendation, and the Client is responsible for executing any changes within their plan. Tiverton does not have access to a Client's plan login credentials and does not place trades on the Client's behalf.

- Ongoing financial planning. Financial plans are treated as living documents. Rather than recreating an entirely new plan each year, we review and update the existing plan at least annually to confirm that assumptions remain reasonable, goals remain aligned, and the Client remains on track, even if no substantive changes have occurred.
- Estate planning facilitation and updates to existing plans, on the same terms as during the Initial Planning Engagement, including the possibility of referral to outside counsel at the Client's separate cost.
- Periodic financial planning reviews. We meet with Subscription Clients periodically to revisit the overall plan and update areas that have changed. The frequency of these meetings is determined by the Client's needs, circumstances, and preferences, and varies among Clients. The relationship is not limited to scheduled meetings; Clients may contact us throughout the year when financial questions, decisions, or significant life events arise.
- Educational resources. Subscription Clients receive access to educational webinars and other financial education resources we make available from time to time.
- Preparation of the Client's annual income tax returns each year the Subscription remains in effect, provided by Tiverton Tax, LLC under a separate written engagement agreement, at no separate charge. See Items 5 and 10.

Clients are responsible for providing accurate, complete, and timely information necessary for Tiverton to provide these services. Tiverton makes reasonable efforts to obtain all information required for the planning and tax preparation process. If certain information cannot be obtained, Tiverton and the Client will agree upon reasonable assumptions, which will be documented.

Insurance Analysis and Referrals

As part of our financial planning services we review a Client's existing insurance coverage — which may include life, health, disability, long-term care, liability, property, and casualty coverage — and help the Client evaluate whether that coverage remains appropriate in light of their financial circumstances and objectives, including by identifying potential gaps.

Tiverton is a fee-only firm. We do not sell insurance products, do not act as an insurance agency or insurance broker, and are not licensed to sell insurance. Where our analysis indicates that a Client should consider obtaining new or different coverage, we proceed in one of two ways. If the Client already works with an insurance agent or broker, we will generally coordinate with that professional. If the Client does not, we may refer the Client to an unaffiliated insurance brokerage that can shop the marketplace and evaluate available products and carriers on the Client's behalf. We refer most frequently to BC Brokerage, and refer to other unaffiliated brokerages from time to time depending on the Client's circumstances.

The selection, application, underwriting, and implementation of any insurance product is handled by the Client and the insurance professional, not by Tiverton. Our role is limited to helping the Client understand their insurance needs and how insurance fits within the broader financial plan. Clients are never obligated to use any insurance brokerage or agent we recommend and may work with any insurance professional of their choosing. Tiverton receives no commissions, referral fees, revenue share, or other compensation, cash or non-cash, from any insurance brokerage, agent, or carrier. See Items 10 and 14.

Portfolio Implementation: Managed and Self-Directed Options

Following delivery of the written financial plan, Clients choose how the investment recommendations in that plan are implemented. Tiverton offers two options. A Client may elect either option, and may change from one to the other by written notice.

- **Managed implementation.** The Client establishes account(s) at our recommended custodian, grants Tiverton limited discretionary authority, and Tiverton constructs, implements, and maintains the portfolio on the Client's behalf. Tiverton places all trades. See Items 12 and 16.
- **Self-directed implementation.** The Client maintains their account(s) at a custodian of their own choosing and implements the portfolio themselves. Tiverton provides the Client with its model portfolio, including target allocations and specific investment selections, and, during the Ongoing Subscription, notifies the Client by email of any change Tiverton makes to that model so the Client may decide whether to implement it. Tiverton does not have discretionary authority, trading authority, or account access with respect to these accounts, and does not place trades. The Client is solely responsible for deciding whether to implement any recommendation and for executing all transactions in their account.

A Client electing self-directed implementation receives the same financial planning, tax, and estate planning services as a Client electing managed implementation, and the same fee ranges apply, including with respect to the Initial Planning Engagement milestones described in Item 5. The difference is who implements the portfolio and who holds trading authority.

Where a Client participates in an employer-sponsored retirement plan or holds another account that cannot be transferred to a custodian we recommend, we provide non-discretionary recommendations for that account on the same basis as self-directed implementation, constructing a recommended allocation from the investment options available within the plan and reviewing it with the Client as described in Item 13.

Financial Planning

Financial planning involves an evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information, and analysis will be considered as they affect and are affected by the entire financial and life situation of the Client. Clients receive a written report providing a detailed financial plan designed to help achieve the Client's stated financial goals and objectives. Financial planning is provided as an integrated component of the Initial Planning Engagement and the Ongoing Subscription described above and is not offered or priced separately.

Tiverton organizes its financial planning around six areas, which we refer to as the Six Pillars of Financial Planning: income planning, insurance planning, tax planning, investment planning, retirement planning, and estate planning. A Client's plan addresses some or all of these areas, and the Client and Tiverton work together to determine which require the most attention. Our objective is to provide comprehensive financial planning for a flat fee, without requiring that a Client place assets under our management; Clients may engage us for financial planning regardless of whether we manage their investment accounts. The specific topics a plan may address include, but are not limited to, the following:

- **Income Planning:** We review the Client's income, expenses, cash flow, savings, debt, and other financial obligations, and perform an expense and cash-flow analysis to understand how the Client's current situation aligns with their short- and long-term goals. Advice may be provided on prioritizing how any surplus should be used or how to reduce expenses if they exceed income, on which debts to pay off first based on factors such as interest rate and income tax ramifications, and on an appropriate cash reserve for emergencies and other financial goals. This analysis becomes the foundation for the other areas of the plan.

- **Insurance Planning:** We review existing policies to evaluate whether coverage is appropriate for life, health, disability, long-term care, liability, home, and automobile exposures, and identify potential gaps or coverage that may no longer be appropriate. A risk management review also includes analysis of the Client's exposure to major risks such as premature death, disability, property and casualty losses, or the need for long-term care, and may include advice on weighing the cost of purchasing insurance against the cost of not doing so. Tiverton does not sell insurance products and is not an insurance agency; see Insurance Analysis and Referrals above and Item 10.
- **Tax Planning:** Tax planning is integrated into the Client's overall plan rather than treated separately. Advice may include ways to minimize current and future income taxes, including recommendations on which type of account(s) or specific investments should be owned based in part on their tax efficiency, with the consideration that there is always a possibility of future changes to federal, state or local tax laws and rates. Tiverton Tax, LLC, an affiliate under common ownership, prepares a comprehensive tax analysis as part of the Initial Planning Engagement at no separate charge; see Items 5 and 10.
- **Investment Planning:** We analyze the Client's existing portfolio and evaluate whether the current investments and allocation are appropriate for the Client's goals, risk tolerance, time horizon, and overall plan. This may involve developing an asset allocation strategy, providing information on investment vehicles and strategies, and reviewing employee stock options. The strategies and types of investments we may recommend are further discussed in Item 8. Implementation options are described under Portfolio Implementation above.
- **Retirement Planning:** For Clients still accumulating assets, this may include how much to save, where to save, how investments should be structured, and whether the Client is on track. For Clients approaching or in retirement, the focus shifts to a sustainable retirement income strategy and may include evaluating retirement expenses, income sources, Social Security, pensions, investment withdrawals, taxes, and required distributions. Where projections show less than the desired results, we may make recommendations that adjust certain variables, such as working longer, saving more, spending less, or taking more or less risk with investments.
- **Estate Planning:** This generally includes helping the Client understand their current estate plan, identify potential gaps, and identify estate-planning matters that may warrant review with qualified legal counsel, including wills, powers of attorney, trusts, beneficiary designations, and other related documents. We may identify estate-tax, legacy-planning, asset-protection, or other estate-planning issues for the Client to discuss with a qualified attorney and may coordinate with the Client's attorney in evaluating how those matters interact with the Client's broader financial plan. Tiverton does not provide legal advice, determine that a Client should use a particular trust or other legal instrument, draft or select legal provisions, or opine on the legal sufficiency or effect of estate-planning documents. We recommend that Clients consult a qualified attorney when initiating, updating, or completing estate-planning activities and, at the Client's request, may participate in meetings or communications with the Client's attorney. See Estate Planning below.

Depending on the Client's circumstances, the plan may also address business planning for Clients who operate, are considering starting, or are planning an exit from a business; college and other post-secondary education funding, including savings strategies and, where relevant, financial aid considerations and contributions for children or grandchildren; and employee benefits optimization, including whether the Client is taking full advantage of available benefits and, for business owners, what benefit programs may be structured to meet both business and personal retirement goals.

Estate Planning

We provide estate planning assistance to our Clients. Our role is to review existing plans, gather the information needed for the preparation of documents, coordinate with the party preparing those documents, and assist Clients

in keeping their plans current as circumstances change. Tiverton is not a law practice and does not provide legal advice. We do not draft, execute, or opine on the legal sufficiency of estate planning documents. Tiverton personnel do not make the determination that a Client needs a particular type of trust or other instrument, do not draft or select dispositive legal provisions, do not interpret ambiguous legal language, and do not represent to a Client that a legal document accomplishes its intended legal purpose; those determinations are made by the Client's attorney. Estate planning is delivered in one of two ways, depending on the complexity of the Client's circumstances:

- **Third-party estate planning platform.** For Clients whose circumstances can be addressed through the platform, Tiverton facilitates the Client's use of Trust & Will, an unaffiliated, self-service, third-party estate planning technology platform (trustandwill.com), through which the Client generates their own estate planning documents based on information the Client provides. Trust & Will does not provide attorney preparation or attorney review of documents generated through the self-service platform, and no attorney reviews or prepares those documents as part of this service. Because these documents are not reviewed by an attorney, Tiverton recommends that a Client using this option have the resulting documents reviewed by an attorney of the Client's choosing before execution. The cost of the platform is included within the Initial Planning Engagement fee and the Ongoing Subscription fee, and no additional charge is made to the Client.
- **Referral to outside counsel.** Some Clients have circumstances that the platform cannot appropriately address. These may include, but are not limited to, taxable estates requiring credit shelter, portability, or other transfer tax planning; irrevocable trusts, generation-skipping trusts, charitable trusts, or other specialty trusts; business succession planning; blended families or contested or unusual dispositive provisions; beneficiaries with special needs; real property located outside the Client's state of residence; and existing plans requiring judicial or non-judicial modification. In these cases we will refer the Client to a licensed attorney. Attorney fees are charged directly to the Client by the attorney, are the Client's separate responsibility, and are not included in and are in addition to Tiverton's advisory fee.

Where we determine that a Client's circumstances require outside counsel, we will inform the Client of that determination and of the anticipated cost before the Client engages the attorney, so that the Client can decide whether to proceed. We do not maintain a standing relationship with any single attorney or law firm; attorney recommendations are made on a case-by-case basis according to the Client's particular needs. Trust & Will maintains a network of attorneys experienced in various areas of estate planning, and that network is one resource we may consult when helping a Client identify appropriate counsel. We do not rely on that network exclusively, and we do not know whether Trust & Will receives any compensation from the attorneys listed in it. Clients are never obligated to use Trust & Will or any attorney we recommend and may engage any attorney of their choosing. Tiverton receives no compensation of any kind, cash or non-cash, from any attorney or from Trust & Will in connection with Client referrals. See Items 10 and 14.

Client Tailored Services and Client Imposed Restrictions

We tailor the delivery of our services to meet the individual needs of our Clients. We consult with Clients initially and on an ongoing basis, through the duration of their engagement with us, to determine risk tolerance, time horizon and other factors that may impact the Clients' investment and/or planning needs. Clients are able to specify, within reason, any restrictions they would like to place as it pertains to individual securities and/or sectors that will be traded in their account. All such requests must be provided to Tiverton in writing. Tiverton will notify Clients if they are unable to accommodate any requests.

Wrap Fee Programs

We do not participate in wrap fee programs.

Assets Under Management

As of September 2, 2026, Tiverton has \$7,675,352.78 in discretionary and \$0 in non-discretionary assets under management.

Item 5: Fees and Compensation

Please note, unless a Client has received this Brochure at least 48 hours prior to signing an advisory agreement, the advisory agreement may be terminated by the Client within five (5) business days of signing without penalty. Where a Client exercises that right, Tiverton refunds one hundred percent (100%) of all fees the Client has paid under that agreement, notwithstanding the Initial Planning Engagement milestone schedule described below and any other provision of the agreement. How we are paid depends on which of our two engagements applies. Please review the fee and compensation information below.

Tiverton has one service offering, delivered in two sequential engagements: an Initial Planning Engagement, followed by an Ongoing Subscription. Our fees are flat and are not based on the value of assets under management. Our fees do not vary based on the types of investments we select on a Client's behalf, and do not vary based on whether the Client elects managed or self-directed implementation as described in Item 4. Fees are negotiable and are mutually agreed upon with the Client, and set forth in the advisory agreement, before Tiverton begins work.

Clients who elect self-directed implementation do not maintain an account at a custodian from which we are authorized to deduct fees. Those Clients pay by electronic funds transfer, credit or debit card, or check as described under Fee Payment below.

Initial Planning Engagement Fee

The fee for the Initial Planning Engagement is a flat fee ranging from \$500 to \$10,000. The fee determination is based upon the complexity of the Client's financial profile and therefore the resources required to complete the engagement, as described below. The fee is payable at the commencement of the engagement. The Initial Planning Engagement fee is earned as the following milestones are completed, rather than over any period of time. This milestone schedule applies in the same manner regardless of whether the Client elects managed or self-directed implementation, since fee entitlement does not depend on transferring assets to any particular custodian:

- Twenty percent (20%) upon execution of the advisory agreement and completion of data gathering and analysis;
- Forty percent (40%) upon delivery and presentation of the first portion of the written plan, addressing income planning, insurance and risk management, and tax planning; and
- Forty percent (40%) upon delivery and presentation of the remaining portion of the written plan, addressing investment planning, retirement planning, and estate planning.

A milestone is earned upon Tiverton's delivery of the applicable written materials and its offer to present them to the Client, whether or not the Client attends the scheduled review meeting. The engagement is substantially completed within one hundred twenty (120) days of Tiverton's receipt of all necessary Client information, and in no event later than one hundred fifty (150) days absent circumstances documented and communicated to the Client. If the advisory agreement is terminated before the engagement is complete, Tiverton will refund the portion of the fee attributable to milestones not yet completed, within thirty (30) days of the effective date of termination. Tiverton does not take custody of Client funds in connection with the Initial Planning Engagement; the fee is paid to Tiverton as compensation for services and is not held in trust or escrow on the Client's behalf.

The milestone schedule is subject to the five-business-day cancellation right described at the beginning of this Item. Where a Client terminates the advisory agreement under that right, Tiverton refunds all fees the Client has paid, including any amount attributable to a milestone already completed, within thirty (30) days of the effective date of termination. This treatment is also set out in the Client's advisory agreement.

Tiverton may reduce or waive the Initial Planning Engagement fee in its sole discretion. Where the fee is waived in full and the Client begins the relationship directly with an Ongoing Subscription, no Initial Planning Engagement fee is charged and the milestone schedule above does not apply.

Ongoing Subscription Fee

Upon completion of the Initial Planning Engagement, or at the commencement of the relationship where the Initial Planning Engagement fee has been waived, and where the Client executes a new advisory agreement for ongoing services, the fee for the Ongoing Subscription is a flat monthly fee ranging from \$0 to \$1,250 per month, or \$0 to \$15,000 annually. The fee is paid monthly in advance and is prorated for any partial billing periods. The agreed fee is set forth in the new advisory agreement executed at the commencement of the Subscription. The Subscription does not commence, and no Subscription fee is charged, unless and until that agreement is executed.

We review each Client's Subscription fee at least annually. No increase in the fee shall be effective without agreement from the Client by signing a new agreement or amending their current advisory agreement.

Negotiability of Fees

All of our fees are negotiable. Tiverton may, in its sole discretion, reduce or waive either the Initial Planning Engagement fee or the Ongoing Subscription fee, in whole or in part, for any Client. Circumstances in which we may do so include, but are not limited to, relationships with family members, friends, and employees of the Firm; relationships with existing Clients transitioning from a prior fee arrangement; and relationships we accept on a reduced-fee or no-fee basis for other reasons we consider appropriate.

As a result, Clients receiving substantially the same services may pay different fees, and a Client may pay more than another Client whose circumstances are similar or more complex. A Client whose fee has been reduced or waived receives the same services, and is owed the same fiduciary duty, as a Client paying our standard fees. The specific fee applicable to each Client is agreed upon in advance and set forth in that Client's advisory agreement.

How We Determine a Client's Fee Within These Ranges

The following describes how we set a Client's standard fee before any reduction or waiver as described above. The fee determination is based upon the complexity of the Client's financial profile and therefore the resources required to service the Client during the year. Factors we consider include the number, type, and location of the Client's investment accounts, including any held-away retirement plan accounts on which we provide non-discretionary recommendations; whether the Client is a W-2 wage earner, self-employed, or a business owner; the presence of equity compensation, concentrated positions, or illiquid or difficult-to-value holdings; real estate holdings, including rental activity; the complexity of the Client's income tax circumstances, including the number of state filings, pass-through entity interests, and the number of schedules required; the complexity of the Client's estate plan and any legacy or charitable objectives, including whether the plan is likely to require the involvement of outside counsel; the presence of dependents, former spouses, or other dependent persons; and the anticipated frequency and scope of planning work during the year.

Clients whose fees are on the low end of the fee ranges are Clients whose financial profiles have minimal complexity. Typical aspects of a Client with minimal financial complexity include, but are not limited to, the following: single with no children, no ex-spouses or other dependent persons; a W-2 wage earner as opposed to self-employed; does not own any real estate beyond a primary residence; does not own any investments besides liquid publicly traded securities and pooled investment vehicles; files in a single state; and does not have any particular legacy goals for his or her estate.

Clients whose fees are on the high end of the fee range are Clients whose financial profiles contain a lot of complexity. Such Clients may include, but are not limited to, business owners; Clients with large holdings of real

estate or other less liquid assets; Clients with highly structured legal estates or estate plans requiring the involvement of outside counsel; Clients whose household has multiple different investment accounts; and Clients with multi-state or multi-entity income tax circumstances.

Tax Services Provided by Tiverton Tax, LLC

Tiverton Tax, LLC, an entity separately owned by Alexander Bridges and under common control with Tiverton Wealth, LLC, provides tax services to our Clients under a separate written engagement agreement between the Client and Tiverton Tax, LLC. During the Initial Planning Engagement, Tiverton Tax, LLC prepares the comprehensive tax analysis described in Item 4. Preparation of the Client's annual income tax returns is included within the Ongoing Subscription fee, including where that fee has been reduced or waived; it is not included in the Initial Planning Engagement, and a Client who does not continue into the Subscription does not receive tax return preparation services from Tiverton Tax, LLC. No separate fee is charged to the Client by Tiverton Tax, LLC for any of these services.

For Clients who pay a fee to Tiverton Wealth, LLC, these tax services are not without cost; they are paid for indirectly through that fee, and because Mr. Bridges owns both entities, a portion of the fee indirectly compensates an affiliate that he owns. Where Tiverton has waived the applicable advisory fee in full — whether the Initial Planning Engagement fee or the Ongoing Subscription fee — the Client pays no advisory fee and Tiverton Tax, LLC likewise charges no fee for the tax services included in that engagement. This creates a conflict of interest, described more fully in Item 10 of this Brochure.

Tax preparation and tax representation are not investment advisory services; they are performed in Mr. Bridges's separate capacity as an Enrolled Agent and owner of Tiverton Tax, LLC and are governed by Treasury Department Circular 230. Clients are not obligated to use Tiverton Tax, LLC and may engage any tax professional of their choosing; that decision does not affect the advisory services the Client receives or the fee the Client pays, and no reduction in the Subscription fee is available to a Client who declines the tax services.

Scope of Included Tax Services

The tax services included in the Subscription fee are determined by the Client's circumstances at the commencement of the Subscription and are set forth in the Tiverton Tax, LLC engagement agreement. In general, the included scope encompasses the preparation of the Client's personal income tax returns, including federal and all applicable state and local individual income tax returns, together with related extensions, quarterly estimated tax payment calculations, tax projections, withholding analysis, and responses to routine notices from taxing authorities. Where a Client's personal return requires the preparation of returns for pass-through entities in which the Client holds an interest, those returns may also be included where the parties agree and the Subscription fee has been set accordingly.

Because our fee is based on the complexity of the Client's overall financial profile, including the complexity of the Client's tax circumstances, a Client with multiple state filings, business interests, rental activity, or other complexity will generally pay a Subscription fee toward the higher end of the range, and those circumstances are reflected in the fee rather than billed separately.

Certain services fall outside the scope of any Subscription and are subject to separate fees charged by Tiverton Tax, LLC under a separate engagement agreement, disclosed to the Client in advance. These include, but are not limited to: returns for tax years preceding the commencement of the Subscription; amended returns for periods not covered by the Subscription; gift, estate, trust, and non-profit returns; representation in connection with an examination, audit, appeal, or collection matter; and tax services provided to persons other than the Client and the Client's spouse or dependents. Responses to routine notices from taxing authorities are included within the

Subscription as described above; examinations, audits, appeals, collection matters, and other representation before a taxing authority are not included and require a separate written engagement and fee.

If a Client's circumstances change materially during the Subscription such that the scope of tax services required substantially exceeds what was contemplated when the fee was set, Tiverton will discuss an adjustment to the Subscription fee with the Client. No change to the fee is effective without the Client's agreement, evidenced by a new or amended agreement.

If a Client's Subscription terminates before the return for a given tax year has been prepared, Tiverton Tax, LLC will not complete the return. No additional refund is payable specifically because the tax return has not been completed; however, this does not limit or modify any pro-rata refund of the Ongoing Subscription fee otherwise required under the Client's advisory agreement. This treatment is described in the Client's advisory agreement and in the Tiverton Tax, LLC engagement agreement.

Fee Payment

Clients may pay our fees by one of the following methods, as directed by the Client in the advisory agreement:

- Direct debit of Ongoing Subscription fees from a Client account held at an unaffiliated qualified custodian. Where a Client selects this method, the Client provides written authorization permitting Tiverton to be paid directly from the account, and the custodian sends at least quarterly statements to the Client showing all disbursements, including the amount of the advisory fee. This method is available only for Ongoing Subscription fees and only for Clients electing managed implementation. The Initial Planning Engagement fee is not paid by direct debit, because implementation and establishment of the custodial account occur after delivery of the written financial plan; that fee is paid by AdvicePay or check. Please refer to Item 15 of this Brochure regarding our policy on direct fee deduction.
- Electronic funds transfer or credit or debit card, processed through AdvicePay, an independent third-party payment platform. The Client enters and maintains their own payment credentials within AdvicePay. Tiverton does not have access to the Client's banking or credit card information at any time, and does not have the ability to initiate transfers from a Client's bank account other than the agreed advisory fee the Client has authorized. The Client is provided with their own secure portal through which to review invoices and make payments.
- Check.

Other Types of Fees and Expenses

Our fees are exclusive of brokerage commissions, transaction fees and other related costs and expenses that may be incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer or electronic fund fees and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange-traded funds also charge internal management fees which are disclosed in their respective fund prospectuses. Such charges, fees and commissions are exclusive of, and in addition to, our fee and we shall not receive any portion of these commissions, fees or costs.

Clients may incur fees from third-party professionals, including attorneys and accountants, whom Tiverton may recommend. In particular, where a Client's estate planning circumstances cannot appropriately be addressed through our third-party estate planning platform, the Client will be referred to a licensed attorney and will be responsible for that attorney's fees directly. Attorney fees vary substantially depending on the complexity of the engagement and are set by the attorney, not by Tiverton. We will inform the Client of the anticipated cost before the Client engages the attorney. These fees are separate from and in addition to Tiverton's advisory fee, and

Tiverton receives no portion of them and no other compensation, cash or non-cash, from any attorney or third-party professional to whom we refer Clients.

Item 12 further describes the factors we consider in selecting or recommending custodians for Client transactions and determining the reasonableness of their compensation (e.g., commissions).

Terminations and Refunds

Either party may terminate an advisory agreement upon at least thirty (30) calendar days' written notice, effective thirty (30) days after receipt of the notice or on such other date as the parties agree.

Tiverton may terminate an advisory agreement immediately, without the thirty-day notice period, if a Client fails to pay fees in a timely manner, intentionally provides false or misleading information, or fails to cooperate with a reasonable request for information necessary for Tiverton to perform its services. Termination on any basis, including immediate termination by Tiverton, does not affect a Client's right to the refunds described below; fees attributable to milestones not yet completed, and the unearned portion of any Subscription fee paid in advance, are refunded on the same terms regardless of which party terminates or on what basis.

Five-business-day cancellation. Where the Client terminates under the five-business-day right described at the beginning of this Item, Tiverton refunds one hundred percent (100%) of all fees the Client has paid, without regard to the milestone schedule or to any proration.

Ongoing Subscription. Because the Subscription fee is paid monthly in advance, upon termination Tiverton will refund the pro-rata portion of the fee paid for the then-current month, based on the number of days remaining in that month.

If a Client does not execute a new advisory agreement for the Ongoing Subscription upon completion of the Initial Planning Engagement, the advisory relationship terminates at that time and no further fees are charged. Tiverton will assist the Client in transitioning the management of their accounts.

Sale of Securities or Other Investment Products

Advisor and its supervised persons do not accept compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

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

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

Item 7: Types of Clients

We provide financial planning and investment management services to individuals, high net-worth individuals, charitable organizations and corporations or other businesses.

We do not have a minimum account size requirement to open or maintain an account.

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

Methods of Analysis

Fundamental analysis involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that the information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Technical analysis involves using chart patterns, momentum, volume, and relative strength in an effort to pick sectors that may outperform market indices. However, there is no assurance of accurate forecasts or that trends will develop in the markets we follow. In the past, there have been periods without discernible trends and similar periods will presumably occur in the future. Even where major trends develop, outside factors like government intervention could potentially shorten them.

Furthermore, one limitation of technical analysis is that it requires price movement data, which can translate into price trends sufficient to dictate a market entry or exit decision. In a trendless or erratic market, a technical method may fail to identify trends requiring action. In addition, technical methods may overreact to minor price movements, establishing positions contrary to overall price trends, which may result in losses. Finally, a technical trading method may underperform other trading methods when fundamental factors dominate price moves within a given market.

Modern Portfolio Theory (MPT)

The underlying principles of MPT are:

- Investors are risk averse. The only acceptable risk is that which is adequately compensated by an expected return. Risk and investment return are related and an increase in risk requires an increased expected return.
- Markets are efficient. The same market information is available to all investors at the same time. The market prices every security fairly based upon this equal availability of information.
- The design of the portfolio as a whole is more important than the selection of any particular security. The appropriate allocation of capital among asset classes will have far more influence on long-term portfolio performance than the selection of individual securities.
- Investing for the long-term (preferably longer than ten years) becomes critical to investment success because it allows the long-term characteristics of the asset classes to surface.
- Increasing diversification of the portfolio with lower correlated asset class positions can decrease portfolio risk. Correlation is the statistical term for the extent to which two asset classes move in tandem or opposition to one another.

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

Mutual Fund and/or ETF Analysis

We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap

in the underlying investments held in other funds in the Client's portfolio. In addition, we monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the Client may purchase the same security, increasing the risk to the Client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the fund or ETF less suitable for the Client's portfolio.

Alternative Investments

Although Tiverton's primary investment strategy focuses on passive investment management using traditional asset classes such as equities and fixed income securities, the Firm and its representatives may, from time to time, recommend certain alternative investment exposures when appropriate and suitable for a Client's objectives, risk tolerance, and overall financial situation.

When the Firm refers to "alternative investments," it is describing investment products that may provide alternative exposure and are offered in securities-based formats subject to the federal securities laws. These may include, where appropriate and suitable for a Client:

- Commodity or precious metals exposure obtained through securities such as exchange-traded products, interval funds, closed-end funds, mutual funds, or private funds that hold commodity-related assets or securities, rather than through direct investment in physical commodities or futures contracts;
- Currency exposure or hedging obtained through securities-based investment vehicles or investment strategies implemented within registered investment companies or private funds, rather than through direct trading in foreign exchange or futures contracts;
- Private investment funds or pooled investment vehicles that pursue alternative investment strategies and are offered and advised upon as securities under the federal securities laws, including, but not limited to, private equity, venture capital, hedge funds, interval funds, or private credit or direct lending strategies.

Alternative investments are generally accessed through pooled investment vehicles or private investment funds rather than through direct ownership or direct trading of underlying assets. The availability of such investments may be limited, and participation may be subject to eligibility requirements, including accreditation or qualification standards.

Alternative investments involve certain risks and limitations that may be different from, or greater than, those associated with traditional investments. These risks may include, but are not limited to: the potential for complete loss of principal; liquidity constraints and limited or no secondary markets; reduced transparency and difficulty in obtaining reliable price valuations; long-term investment horizons and restrictions on withdrawals or redemptions; volatility of returns; high internal fees and operating expenses; complex tax structures and delays in tax reporting; and reduced regulatory oversight compared to registered investment companies.

Clients are encouraged to carefully review all applicable offering documents, private placement memoranda, prospectuses, or similar disclosure materials prior to investing, as these documents provide more detailed information regarding the specific risks, fees, and characteristics of each alternative investment.

Construction of Recommendations Within Employer-Sponsored Plans

Where we provide non-discretionary recommendations for a Client's held-away retirement plan account, we review the investment options made available by that plan and select from among them an allocation intended to

approximate the asset class exposures of our model portfolios. In selecting substitute investments, we consider each available option's asset class and style exposure, underlying holdings, internal expense ratio, and historical tracking relative to a representative benchmark for that asset class.

Clients should understand that the investment options available within an employer-sponsored plan are determined by the plan sponsor and are typically limited. As a result, a recommended allocation within such a plan may not closely approximate our model portfolios, may carry higher internal expenses than the investments we would otherwise select, and may omit certain asset classes entirely where no suitable option is available. Because we do not have trading authority over these accounts, we also cannot ensure that a recommendation is implemented, implemented accurately, or implemented on a timely basis, and the account may drift from the recommended allocation between our annual reviews.

Investment Strategies

Asset Allocation

In implementing our Clients' investment strategy, we begin by attempting to identify an appropriate ratio of equities, fixed income, and cash (i.e., "asset allocation") suitable to the Client's investment goals and risk tolerance.

A risk of asset allocation is that the Client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of equities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the Client's goals. We attempt to closely monitor our asset allocation models and make changes periodically to keep in line with the target risk tolerance model.

Passive and Active Investment Management

We may choose investment vehicles that are considered passive, active, or a combination of both styles. Passive investing involves building portfolios that are composed of various distinct asset classes. The asset classes are weighted in a manner to achieve a desired relationship between correlation, risk and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio.

Active investing involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark. Actively managed funds are also designed to reduce volatility and risk.

We may engage in both passive and active investing in a Client's portfolio. However, we strive to construct portfolios of funds and individual securities that we believe will have the greatest probability for achieving our Clients' personal financial goals with the least amount of volatility and risk rather than attempt to outperform an arbitrary index or benchmark.

Specific investment selections are based on a number of factors that we evaluate in order to select what we believe to be the highest quality funds or individual securities for our Clients. These factors include but are not limited to underlying holdings of funds, percentage weighting of holdings within funds, liquidity, tax efficiency, bid/ask spreads, and other smart/strategic beta factors. These factors may or may not result in the lowest cost ETFs and mutual funds available when utilizing funds in a Client's portfolio, but we strive to keep internal fund expenses as low as possible.

Long-term/Short-term Purchases

We purchase securities and generally hold them in the Client's account for a year or longer. Short-term purchases may be employed as appropriate when we believe the securities to be currently undervalued, and/or we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a Client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

Material Risks Involved

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

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

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

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

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

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

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

Valuation Risk: The underlying assets of Interval Funds may include illiquid or difficult-to-value securities, which can result in less frequent and potentially less precise valuations.

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

Conflicts Arising from Flat-Fee Compensation. Because Tiverton is compensated by flat fees rather than a percentage of assets, our compensation does not increase when a Client's assets grow or decrease when they decline. This structure creates certain conflicts of interest. We have an incentive to limit the time and resources devoted to a Client relationship once the fee has been set. Because our fees do not scale with account size, Clients with smaller portfolios pay a higher fee as a percentage of their assets than Clients with larger portfolios. Because a substantial portion of our revenue from a Client is earned during the Initial Planning Engagement, we have a greater financial incentive to acquire new Clients than to retain existing ones, and Clients should be aware that our economic interest in the relationship is weighted toward the initial engagement. Conversely, because the Ongoing Subscription fee is fixed while the complexity of a Client's circumstances may grow over time, we have an incentive to limit the scope of services delivered in later years. We address these conflicts through our fiduciary obligation to act in each Client's best interest at all times, our documented review of each Client's fee at least annually against the services actually delivered, and the disclosure provided in this Brochure.

Risks of Self-Directed Implementation. Where a Client elects to implement our model portfolio themselves rather than granting us discretionary authority, additional risks apply. We cannot ensure that a recommendation is

implemented, implemented accurately, or implemented on a timely basis. A Client may decline to act on a model change, may act after a delay, or may implement it only in part, with the result that the Client's portfolio differs from our model and from the portfolios of Clients using managed implementation. Because we do not have access to these accounts, we do not see the Client's actual holdings, allocations, or transactions unless the Client provides that information to us, and we are therefore unable to monitor for drift, to rebalance, or to identify unsuitable positions the Client may have acquired independently. Investment options and transaction costs at the Client's chosen custodian may differ from those available at the custodian we recommend, and the Client may be unable to implement our model precisely. A Client electing self-directed implementation bears responsibility for the consequences of these differences.

Risks Associated with Securities

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

Bank Obligations including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.

Commercial Paper is, in most cases, an unsecured promissory note that is issued with a maturity of 270 days or less. Being unsecured, the risk to the investor is that the issuer may default.

Common stocks may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

Corporate Bonds are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on factors such as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.

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

Interval Funds are registered investment companies that provide limited liquidity to investors through periodic repurchase offers, typically on a quarterly basis. The Firm may use Interval Funds as part of a diversified investment strategy when it believes these funds provide access to alternative or less liquid investment opportunities, such as private credit, real estate, or other non-traditional asset classes, that may enhance portfolio diversification and potential risk-adjusted returns.

Municipal Bonds are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds pay a lower rate of return than most other types of bonds. However, because of a municipal bond's tax-favored status, investors should compare the relative after-tax return

to the after-tax return of other bonds, depending on the investor's tax bracket. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk, and liquidity and valuation risk.

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

Options and other derivatives carry many unique risks, including time-sensitivity, and can result in the complete loss of principal. While covered call writing does provide a partial hedge to the stock against which the call is written, the hedge is limited to the amount of cash flow received when writing the option. When selling covered calls, there is a risk the underlying position may be called away at a price lower than the current market price.

Private or Alternative Investments carry risks such as illiquidity, making them harder to sell quickly, and potential valuation challenges due to limited transparency. Although private investments may not always be less regulated, the risk of fraud can still be higher compared to public markets, especially if due diligence is insufficient. Manager risk also plays a key role, as the success of these investments often depends heavily on the skill of the managers. Investors may also face concentration risk if large portions of their capital are tied up in a single investment.

Item 9: Disciplinary Information

Criminal or Civil Actions

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

Administrative Enforcement Proceedings

Tiverton and its management persons have not been involved in any administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

Tiverton and its management persons have not been involved in any self-regulatory organization (SRO) proceedings.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

Neither Tiverton nor its management persons is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Other Affiliations

Neither Tiverton nor its management persons is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities.

Related Persons — Tiverton Tax, LLC

Alexander Bridges is the sole owner of Tiverton Tax, LLC, a tax preparation and tax planning firm. Tiverton Tax, LLC is under common control with Tiverton Wealth, LLC and is therefore a related person of the Firm.

Tiverton Tax, LLC prepares the annual income tax returns for substantially all of Tiverton Wealth's advisory Clients in each year of the Ongoing Subscription. Related services include extensions, quarterly estimated tax payment calculations, tax projections, withholding analysis, and responses to routine notices from taxing authorities. Examinations, audits, appeals, collection matters, and other representation before a taxing authority are not included and require a separate written engagement and fee. Tiverton Tax, LLC also prepares the comprehensive tax analysis provided during the Initial Planning Engagement described in Item 4. Advisory Clients enter into a separate written engagement agreement with Tiverton Tax, LLC governing these services. Advisory Clients are not charged a separate fee by Tiverton Tax, LLC; the cost of these services is included within the Initial Planning Engagement fee or the Ongoing Subscription fee described in Item 5. Tiverton Tax, LLC also provides services to clients who are not advisory Clients of the Firm and charges those clients separately at its standard rates.

Conflicts of Interest

This arrangement creates the following conflicts of interest, which Clients should consider:

- Because Mr. Bridges owns both entities, a portion of the advisory fee paid to Tiverton Wealth, LLC indirectly compensates an affiliate that he owns. Mr. Bridges therefore has a financial interest in Clients using Tiverton Tax, LLC rather than an unaffiliated tax professional.
- Because tax services are included within a fee that is fixed in advance, the Firm has an incentive to favor prospective Clients whose tax circumstances are simple, and an incentive to limit the time devoted to Clients whose tax circumstances prove more complex than was anticipated when the fee was set. Because the Ongoing Subscription fee is fixed while a Client's tax complexity may increase over time, this incentive continues for as long as the relationship lasts.
- Because tax return preparation is available only to Clients who maintain an Ongoing Subscription with the Firm, a Client who terminates that relationship will also lose access to tax preparation, and a Client who terminates before the return for a given year has been prepared will not receive that return. This may create an incentive for a Client to remain with the Firm for reasons unrelated to the quality of the advisory services provided.
- Because the separate engagement agreement with Tiverton Tax, LLC states that no fee is charged to the Client, a Client may perceive these services as having no cost. For a Client who pays an advisory fee, the services are not without cost; they are paid for indirectly through that fee. Where the Firm has waived the applicable advisory fee in full, that Client pays no advisory fee and Tiverton Tax, LLC charges no fee for the

tax services included in that engagement, and this particular conflict does not arise with respect to that Client.

- Tax preparation and tax representation are not investment advisory services. They are performed in Mr. Bridges's separate capacity as an Enrolled Agent and owner of Tiverton Tax, LLC and are subject to Treasury Department Circular 230 rather than to the standards applicable to investment advisory services.

How We Address These Conflicts

Clients are never obligated to use Tiverton Tax, LLC and may engage any tax professional of their choosing. A Client's decision to use or not use Tiverton Tax, LLC does not affect the advisory services provided, the fee charged, or the Firm's willingness to accept or retain the Client; no reduction in the advisory fee is available to a Client who declines the tax services, and Clients are advised of this before engaging. The scope of the included tax services, and the treatment of the tax return upon early termination, are stated in the Client's advisory agreement and in the Tiverton Tax, LLC engagement agreement. The Firm reviews each Client's fee at least annually against the scope of services actually delivered, including tax services, and documents that review in its compliance records; the Firm will discuss an adjustment where a Client's circumstances have changed materially. As a fiduciary, the Firm is obligated to act in each Client's best interest at all times. Mr. Bridges devotes approximately 15 hours per week of his time to Tiverton Tax, LLC on an annual average basis; the time required is concentrated in the income tax filing season.

Referrals to Attorneys, Insurance Brokerages, and Other Third-Party Professionals

From time to time we refer Clients to third-party professionals, including attorneys for estate planning matters that cannot appropriately be addressed through our third-party estate planning platform, and unaffiliated insurance brokerages where a Client's plan indicates a need for coverage we do not sell. Tiverton receives no compensation of any kind from any professional to whom we refer Clients. We receive no referral fee, revenue share, commission, or portion of any fee those professionals charge, and we receive no non-cash economic benefit from them, including but not limited to gifts, entertainment, meals, event sponsorship, marketing or practice support, or the provision of office space or services.

We do not maintain a standing relationship with any single attorney or law firm and do not direct our estate planning referrals to any one attorney. Attorney recommendations are made on a case-by-case basis according to the Client's particular needs. Trust & Will maintains a network of attorneys experienced in various areas of estate planning, which is one resource we may consult in helping a Client identify appropriate counsel; we do not rely on that network exclusively. With respect to insurance, we refer most frequently to BC Brokerage and refer to other unaffiliated brokerages from time to time. In all cases the Client is free to engage any professional of their choosing.

As of the date of this Brochure, no attorney, accountant, insurance professional, or other third party refers prospective clients to Tiverton under any agreement or arrangement, formal or informal, and Tiverton pays no compensation to any person for client referrals other than as described under Client Referrals from Solicitors in Item 14. If the Firm enters into any such arrangement in the future, this Brochure will be amended to disclose it and the resulting conflicts of interest.

Recommendations or Selections of Other Investment Advisers

Tiverton does not currently recommend or use outside investment managers or sub-advisers to manage any portion of a Client's account. If Tiverton begins doing so in the future, this Brochure will be amended to describe that arrangement and the resulting conflicts of interest before any Client is affected.

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

As a fiduciary, our firm has a duty of utmost good faith to act solely in the best interests of each Client. Our Clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. Alexander Bridges, as a CFP® professional, is separately subject to the Code of Ethics and Standards of Conduct adopted by the CFP® Board of Standards Inc., and, in that capacity, accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

Code of Ethics Description

This Code of Ethics does not attempt to identify all possible conflicts of interest, and compliance with each of its specific provisions will not shield our firm or its access persons from liability for misconduct that violates a fiduciary duty to our Clients. A summary of the Code of Ethics' Principles is outlined below.

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

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

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither our firm, its access persons, nor any related person is authorized to recommend to a Client or effect a transaction for a Client involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, principal transaction, among others.

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

Our firm, its access persons, and its related persons may buy or sell securities similar to, or different from, those we recommend to Clients. In an effort to reduce or eliminate certain conflicts of interest, our Code of Ethics may require that we restrict or prohibit access persons' transactions in specific reportable securities. Any exceptions or trading pre-clearance must be approved by Tiverton's Chief Compliance Officer in advance of the transaction in an account. Tiverton maintains a copy of access persons' personal securities transactions as required.

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

From time to time our firm, its access persons, or its related persons may buy or sell securities for themselves at or around the same time as they buy or sell securities for Clients' account(s). To address this conflict, it is our policy that neither our firm nor access persons shall have priority over Clients' accounts in the purchase or sale of securities.

Item 12: Brokerage Practices

Factors Used to Select Custodians

In recommending custodians, we have an obligation to seek the “best execution” of transactions in Client accounts. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the custodian’s services. The factors we consider when evaluating a custodian for best execution include, without limitation, the custodian’s:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody);
- Capability to execute, clear, and settle trades (buy and sell securities for your account);
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.);
- 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, margin interest rates, other fees, etc.) and willingness to negotiate the prices;
- Reputation, financial strength, security and stability;
- Prior service to us and our Clients.

With this in consideration, our firm recommends Charles Schwab & Co., Inc. (“Schwab”), an independent and unaffiliated SEC registered broker-dealer firm and member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”).

Research and Other Soft-Dollar Benefits

Tiverton does not have any soft-dollar arrangements with custodians whereby soft-dollar credits, used to purchase products and services, are earned directly in proportion to the amount of commissions paid by a Client. However, as a result of being on their institutional platform, Schwab may provide us with certain services and products that may benefit us.

Schwab Advisor Services™ is Schwab’s business serving independent investment advisory firms like us. They provide our Clients and us with access to their institutional brokerage services (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, while others help us manage and grow our business. Schwab’s support services are generally available on an unsolicited basis (we don’t have to request them) and at no charge to us. The benefits received by Advisor or its personnel do not depend on the number of brokerage transactions directed to Schwab. As part of its fiduciary duties to Clients, Advisor at all times must put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor’s choice of Schwab for custody and brokerage services. This conflict of interest is mitigated as Advisor regularly reviews the factors used to select custodians to ensure our recommendation is appropriate. Following is a more detailed description of Schwab’s support services:

1. Services that benefit you. 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 to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our Clients. Schwab's services described in this paragraph generally benefit you and your account.

2. Services that may not directly benefit you. Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our Clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or a substantial number of our Clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that provide 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; and assist with back-office functions, recordkeeping, and Client reporting.

3. Services that generally benefit only us. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include educational conferences and events; consulting on technology, compliance, legal, and business needs; and publications and conferences on practice management and business succession.

4. Your brokerage and custody costs. For our Clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees.

Brokerage for Client Referrals

We receive no referrals from a custodian, broker-dealer or third party in exchange for using that custodian, broker-dealer or third party.

Clients Directing Which Broker/Dealer/Custodian to Use

For Clients electing managed implementation, our firm requires that account(s) be established at Schwab in order for us to exercise discretionary authority and execute transactions. We will assist with establishing your account(s) at Schwab; however, we will not have the authority to open accounts on the Client's behalf. Not all investment advisers require their Clients to use their recommended custodian. By requiring that Clients using our managed implementation option custody at Schwab, we may be unable to achieve most favorable execution of Client transactions, and this practice may cost those Clients more money. We base our recommendation on the factors disclosed in this Item 12 and will only recommend a custodian if we believe it is in the best interest of the Client. We do not permit Clients using managed implementation to direct brokerage to a broker-dealer of their choosing.

Clients electing self-directed implementation select their own custodian and are not required to use Schwab. Tiverton does not execute transactions for these Clients, has no trading authority over their accounts, and exercises no control over the execution, commissions, transaction charges, or other costs those Clients incur. A Client who selects a custodian other than the one we recommend may pay higher transaction costs, may have access to a different or narrower range of investment products, and may not be able to implement our model portfolio precisely as constructed. Tiverton receives no compensation of any kind from any custodian a self-directed Client selects.

Aggregating (Block) Trading for Multiple Client Accounts

Generally, we combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as “block trading”). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding particular circumstances and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or access persons may participate in block trading with your accounts; however, they will not be given preferential treatment.

Sequencing of Model Changes Between Managed and Self-Directed Clients

When Tiverton changes its model portfolio, it generally implements that change first in the accounts of Clients using managed implementation, over which it has trading authority, and then communicates the change by email to Clients using self-directed implementation so that those Clients may decide whether to implement it themselves. This sequence creates a conflict of interest and a material risk to self-directed Clients. Because managed accounts are traded before self-directed Clients are notified, self-directed Clients will execute later and may receive less favorable prices than managed accounts receive for the same change. The delay may be extended further by the time a Client takes to act on the notice. Self-directed Clients should understand that they will not receive the benefit of simultaneous execution and that the price they obtain may be better or worse than the price obtained for managed accounts.

We address this by communicating model changes to self-directed Clients as promptly as reasonably practicable after implementing them in managed accounts, and by applying the same model recommendations to all Clients regardless of implementation option. It is our policy that neither the Firm nor its access persons will trade for their own accounts ahead of any Client group.

Item 13: Review of Accounts

Periodic Reviews

Alexander Bridges, Wealth Advisor and CCO of Tiverton, will work with Clients to obtain current information regarding their assets and investment holdings and will review this information as part of our financial planning services. Tiverton does not provide specific reports to Clients other than financial plans. Clients who engage us under an Ongoing Subscription and elect managed implementation will have their account(s) reviewed regularly on a quarterly basis by Alexander Bridges, Wealth Advisor and CCO. The account(s) are reviewed with regard to the Client's investment objectives and risk tolerance levels.

For Clients who elect self-directed implementation, Tiverton reviews and maintains its model portfolio on an ongoing basis and notifies those Clients of changes as described in Item 4. Tiverton does not have access to these Clients' accounts and therefore does not review their actual account holdings, allocations, or transactions unless the Client provides current statements or other information to us. Where a Client provides that information, we will review it with the Client on a semi-annual basis. Clients electing self-directed implementation should understand that we cannot verify whether our recommendations have been implemented, and that their actual holdings may differ from our model.

Held-away retirement plan accounts on which we provide non-discretionary recommendations are reviewed with the Client on an annual basis rather than quarterly. This is a different review frequency than that applied to accounts held at our recommended custodian under managed implementation. Because we do not have trading authority over held-away accounts, any adjustment resulting from such a review must be implemented by the Client.

Triggers of Reviews

Events that may trigger a special review would be unusual performance, addition or deletion of Client-imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per the Client's needs.

Review Reports

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

Tiverton does not provide written performance or holdings reports to Clients outside of what is provided directly by their custodian.

Item 14: Client Referrals and Other Compensation

Compensation Received by Tiverton Wealth, LLC

Tiverton is a fee-only firm that is compensated solely by its Clients. Tiverton does not receive commissions or other sales-related compensation. Except as mentioned in Item 12 above, we do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our Clients.

Tiverton receives no economic benefit, cash or non-cash, from any attorney, accountant, insurance brokerage, insurance agent or carrier, estate planning provider, or other third-party professional to whom we refer Clients. We do not compensate any such professional for referring prospective clients to us. As of the date of this Brochure, no such professional refers prospective clients to Tiverton under any agreement or arrangement, formal or informal. See Item 10.

Client Reviews and Testimonials

Tiverton participates in Fiduciary Check, an unaffiliated third-party platform through which Clients may submit reviews of their experience with the Firm. Tiverton pays Fiduciary Check a monthly subscription fee for access to the platform. That fee is fixed and does not vary based on the number of reviews the Firm receives or on the content or favorability of any review, and Fiduciary Check does not refer prospective clients to the Firm. Clients receive no cash or non-cash compensation of any kind from Tiverton for submitting a review.

Under the platform's terms, Tiverton may not selectively choose which verified reviews are published; the Firm must display all reviews verified by Fiduciary Check or display none, and may turn the display of reviews on or off no more than once in any twelve-month period. Reviews are displayed only while the Firm maintains an active paid membership. Because the Firm's continued payment of the subscription fee is what keeps reviews, including unfavorable reviews, publicly visible, the Firm has a potential incentive to discontinue its membership. Reviews reflect the individual experience of the Client who submitted them, may not be representative of the experience of other Clients, and are not indicative of future performance or of any particular result.

Where Tiverton displays these reviews in its advertisements, including on its website, in seminar materials, or on social media, Tiverton's use of testimonials and endorsements in those communications is separately subject to the testimonial and endorsement requirements applicable to Texas-registered investment advisers, in addition to the disclosure in this Item 14. Tiverton maintains internal procedures addressing those requirements, including the disclosures that must accompany a testimonial or endorsement in the advertisement itself.

Client Referrals from Solicitors

Tiverton may enter into written agreements with unaffiliated third parties ("Solicitors") who refer prospective clients to the Firm. These Solicitors are not employees or otherwise affiliated with the Firm. Under these arrangements, the Firm compensates the Solicitor for the referral, typically by paying a portion of the advisory fees collected from the referred client. These referral arrangements are structured to comply with the solicitor, promoter, and testimonial/endorsement requirements applicable to Texas-registered investment advisers.

Any person acting as a compensated solicitor for Tiverton must be appropriately registered with the Texas Securities Commissioner, and must satisfy all applicable state registration requirements, before engaging in any solicitation activity on the Firm's behalf, unless Tiverton has documented a specific applicable exemption from that requirement. Each Solicitor must also enter into a written agreement with the Firm that outlines the terms of the relationship and the compensation to be paid, and must satisfy applicable disqualification standards before being engaged. The Firm verifies and documents a Solicitor's registration status before any referral activity begins.

In accordance with applicable regulations, any client referred by a Solicitor will receive a separate written disclosure, at or before the time of entering into an advisory agreement, that includes:

- The name of the Solicitor;
- The nature of the relationship between the Solicitor and the Firm;
- The fact that the Solicitor will be compensated for the referral;
- The terms of the compensation arrangement; and
- Any potential conflicts of interest.

This advisory-agreement-stage disclosure is separate from, and does not by itself satisfy, the disclosure that must accompany the Solicitor's marketing communication itself — such as a website, advertisement, or social media post referencing the Firm — at the time that communication is made. Tiverton's internal compliance procedures separately address those communication-level disclosure obligations, oversight of Solicitor communications, and recordkeeping.

Clients referred under these arrangements do not pay higher fees than they would otherwise pay if they engaged the Firm directly, and the referral does not result in any additional charge to the client. The Firm monitors its referral relationships to ensure compliance with applicable rules and to confirm that clients receive appropriate disclosures and services in accordance with regulatory requirements.

Item 15: Custody

Tiverton is deemed to have custody of certain Client funds solely as a consequence of its authority, described below, to deduct Ongoing Subscription fees directly from Client accounts maintained with a qualified custodian. That authority extends only to Ongoing Subscription fees; the Initial Planning Engagement fee is not deducted from any custodial account, because implementation and establishment of the custodial account occur after delivery of the written financial plan. Tiverton does not otherwise hold, directly or indirectly, Client funds or securities, and does not otherwise have any authority to obtain possession of them. All Client assets are held at a qualified custodian, independent of Tiverton.

With respect to Clients from whom Tiverton deducts its fee directly from a custodial account, Tiverton relies on the fee-deduction exception to the independent verification (surprise examination) requirement that otherwise applies to advisers with custody, because Tiverton's only basis for custody with respect to those Clients is its limited authority to deduct advisory fees. To rely on that exception, Tiverton maintains the following safeguards: (i) the Client provides written authorization permitting Tiverton to be paid directly from the Client's account held by the custodian; (ii) the Client's assets are held by a qualified custodian that is independent of Tiverton; and (iii) the custodian sends the Client, no less frequently than quarterly, statements showing all disbursements from the account, including the amount of the advisory fee paid to Tiverton.

In jurisdictions where required, Tiverton will send an itemized invoice to the Client at the same time it instructs the custodian to debit the advisory fee. Itemization includes the amount of the fee, the engagement to which it relates, and the time period covered by the fee. Because Tiverton charges a flat fee rather than a fee based on assets under management, no calculation formula or asset valuation is applicable.

Where a Client elects to pay fees through AdvicePay rather than by direct debit from a custodial account, the Client establishes and maintains their own payment credentials within the AdvicePay platform and authorizes the specific recurring fee amount. Tiverton does not have access to the Client's banking or credit card information and cannot initiate a transfer other than the fee amount the Client has authorized. Tiverton's use of AdvicePay for these Clients does not itself give rise to custody.

We urge you to carefully review custodial statements and any invoices provided and to notify us of any discrepancies. Clients are responsible for verifying the accuracy of fees as listed on the custodian's brokerage statement, as the custodian does not assume this responsibility.

Item 16: Investment Discretion

For Client accounts where the Client has elected managed implementation, Tiverton has discretionary authority and limited power of attorney to determine the securities and the amount of securities to be bought or sold for a Client's account without having to obtain prior Client approval for each transaction. Investment discretion is explained to Clients in detail when an advisory relationship has commenced, and the discretionary relationship is outlined in the advisory agreement signed by the Client.

The Client grants that authority both by executing the advisory agreement and by executing the limited power of attorney or trading authorization form required by our recommended custodian. That custodian form is a separate instrument between the Client and the custodian and is the operative instrument granting trading authority over the account. Because implementation follows the delivery of the written financial plan, the account is established and the custodian's form is executed at that stage of the engagement rather than at the outset of the advisory relationship.

The authority granted is limited to trading within the account and, where the Client has separately authorized it in writing, to the deduction of advisory fees as described in Item 15. It does not permit Tiverton to withdraw or transfer Client funds or securities for any other purpose, to disburse assets to a third party, or to change the account's registration or ownership. The Client may revoke the authority at any time upon written notice. Clients may limit our discretion by requesting certain restrictions on investments; however, approval of such requests is at the firm's sole discretion.

Tiverton does not have discretionary authority over accounts of Clients who have elected self-directed implementation, over held-away retirement plan accounts, or over any other account not held at our recommended custodian. With respect to these accounts, Tiverton provides recommendations only. We do not have trading authority, do not have access to the Client's account or login credentials, and do not place trades on the Client's behalf. The Client retains sole authority to implement, modify, or decline any recommendation, and is solely responsible for executing transactions in those accounts.

Item 17: Voting Client Securities

We do not vote Client proxies. Therefore, Clients maintain exclusive responsibility for: (1) voting proxies, and (2) acting on corporate actions pertaining to the Client's investment assets. The Client shall instruct the Client's qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets. If the Client has any questions on a particular proxy vote, they may contact us at the number listed on the cover of this Brochure.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case we would forward you any electronic solicitation to vote proxies.

Item 18: Financial Information

We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to our Clients, nor have we been the subject of any bankruptcy proceeding. Except for the deemed custody described in Item 15, which arises solely from our authority to deduct advisory fees directly from Client accounts, we do not have custody of Client funds or securities, and we do not require or solicit prepayment of more than \$500 in fees six months or more in advance.

Item 19: Requirements for State-Registered Advisers

Principal Officers

Alexander Bridges serves as Tiverton's sole principal and CCO. Information about Alexander Bridges's education, business background, and outside business activities can be found in the ADV Part 2B, Brochure Supplement attached to this Brochure.

Outside Business

All outside business information, if applicable, of Tiverton is disclosed in Item 10 of this Brochure.

Performance-Based Fees

Neither Tiverton nor Alexander Bridges is compensated by performance-based fees.

Material Disciplinary Disclosures

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

Material Relationships That Management Persons Have with Issuers of Securities

Neither Tiverton nor Alexander Bridges has any relationship or arrangement with issuers of securities.

Form ADV Part 2B – Brochure Supplement

Tiverton Wealth, LLC

2001 Timberloch Place, Suite 500

The Woodlands, TX 77380

281-865-8858

Dated: September 4, 2026

For

Alexander Bridges

Financial Planner and Chief Compliance Officer

This brochure supplement provides information about Alexander Bridges that supplements the Tiverton Wealth, LLC (“Tiverton”) brochure. You should have received a copy of that brochure. Please contact Alexander Bridges if you did not receive Tiverton’s brochure or if you have any questions about the contents of this supplement.

Additional information about Alexander Bridges is available on the SEC’s website at www.adviserinfo.sec.gov, which can be found using the identification number 6736420.

Item 2: Educational Background and Business Experience

Alexander Bridges | Born: 1996

Educational Background

- 2019 – Bachelor of Business Administration in Finance, University of Houston

Business Experience

- 10/2025 – Present, Tiverton Wealth, LLC, Wealth Advisor and CCO
- 10/2025 – Present, Tiverton Tax, LLC, Owner
- 01/2025 – 02/2026, LPL Enterprise, Registered Representative
- 03/2022 – 01/2025, Northwestern Mutual Wealth Management Company, Representative
- 01/2022 – 01/2025, Douglas Dawson, Associate Agent
- 01/2022 – 01/2025, Northwestern Mutual Investment Services LLC, Registered Representative
- 01/2022 – 01/2022, Douglas Dawson, Agent Assistant
- 08/2021 – 01/2022, Ameriprise Financial, Financial Planning Analyst
- 08/2020 – 01/2022, Roberts Wealth Management, Director of Financial Planning

Professional Designations

CFP® (Certified Financial Planner)

Alexander Bridges is certified for financial planning services in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP Board"). Therefore, Alexander Bridges may refer to himself as a CERTIFIED FINANCIAL PLANNER™ professional or a CFP® professional, and may use these and CFP Board's other certification marks (the "CFP Board Certification Marks"). The CFP® certification is voluntary. No federal or state law or regulation requires financial planners to hold the CFP® certification. You may find more information about the CFP® certification at www.cfp.net.

CFP® professionals have met CFP Board's high standards for education, examination, experience, and ethics. To become a CFP® professional, an individual must fulfill the following requirements:

- Education – Earn a bachelor's degree or higher from an accredited college or university and complete CFP Board-approved coursework at a college or university through a CFP Board Registered Program. The coursework covers the financial planning subject areas CFP Board has determined are necessary for the competent and professional delivery of financial planning services, as well as a comprehensive financial plan development capstone course. A candidate may satisfy some of the coursework requirements through other qualifying credentials.
- Examination – Pass the comprehensive CFP® Certification Examination. The examination is designed to assess an individual's ability to integrate and apply a broad base of financial planning knowledge in the context of real-life financial planning situations.
- Experience – Complete 6,000 hours of professional experience related to the personal financial planning process, or 4,000 hours of apprenticeship experience that meets additional requirements.

- Ethics – Satisfy the Fitness Standards for Candidates for CFP® Certification and Former CFP® Professionals Seeking Reinstatement and agree to be bound by CFP Board’s Code of Ethics and Standards of Conduct (“Code and Standards”), which sets forth the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements to remain certified and maintain the right to continue to use the CFP Board Certification Marks:

- Ethics – Commit to complying with CFP Board’s Code and Standards. This includes a commitment to CFP Board, as part of the certification, to act as a fiduciary, and therefore, act in the best interests of the client, at all times when providing financial advice and financial planning. CFP Board may sanction a CFP® professional who does not abide by this commitment, but CFP Board does not guarantee a CFP® professional’s services. A client who seeks a similar commitment should obtain a written engagement that includes a fiduciary obligation to the client.
- Continuing Education – Complete 30 hours of continuing education every two years to maintain competence, demonstrate specified levels of knowledge, skills, and abilities, and keep up with developments in financial planning. Two of the hours must address the Code and Standards.

Chartered Financial Consultant (ChFC®)

This designation is issued by The American College and is granted to individuals who have at least three years of full-time business experience within the five years preceding the awarding of the designation. The candidate is required to take seven mandatory courses which include the following disciplines: financial, insurance, retirement and estate planning; income taxation, investments and application of financial planning; as well as two elective courses involving the application of the aforementioned disciplines. Each course has a final proctored exam and once issued, the individual is required to submit 30 hours of continuing education every two years.

Retirement Income Certified Professional (RICP®)

This designation is issued by the American College of Financial Services. Candidates for the RICP® designation must complete a minimum of three college level courses, including: Retirement Income Process, Strategies and Solutions, Sources of Retirement Income and Managing the Retirement Income Plan, and are required to pass a series of two-hour proctored exams. They must also have three years of experience, meet stringent ethics requirements, and participate in The College’s continuing education programs. The RICP® curriculum addresses a broad range of retirement topics including income needs and objectives, estate issues, income taxation and other risks to retirement income planning, Social Security, health insurance and housing decisions. Note: Investors may contact the issuing organization to determine whether their advisor is currently authorized to use the designation and whether they have been disciplined.

Enrolled Agent (EA)

An enrolled agent is a person who has earned the privilege of representing taxpayers before the Internal Revenue Service by either passing a three-part comprehensive IRS test covering individual and business tax returns, or through experience as a former IRS employee. Enrolled agent status is the highest credential the IRS awards. Individuals who obtain this status must adhere to ethical standards and complete 72 hours of continuing education courses every three years. Enrolled agents, like attorneys and certified public accountants (CPAs), have unlimited practice rights. This means they are unrestricted as to which taxpayers they can represent, what types of tax matters they can handle, and which IRS offices they can represent clients before. Learn more about enrolled agents in Treasury Department Circular 230.

Item 3: Disciplinary Information

Alexander Bridges has never been involved in any criminal or civil actions, administrative proceedings, self-regulatory organization (SRO) proceedings, or other hearings or formal adjudications.

Item 4: Other Business Activities

Alexander Bridges is the sole owner of Tiverton Tax, LLC, through which he provides tax preparation and tax planning services to individuals and businesses. This activity accounts for approximately 15 hours per week of his time on an annual average basis; the time required is concentrated in the income tax filing season.

Tiverton Tax, LLC prepares the annual income tax returns for substantially all of Tiverton Wealth's advisory Clients in each year of the Ongoing Subscription, and prepares the comprehensive tax analysis provided during the Initial Planning Engagement. Advisory Clients are not charged a separate fee for these services; their cost is included within the advisory fee described in Item 5 of the Firm's Brochure. For Clients who pay an advisory fee, a portion of that fee indirectly compensates an affiliate Mr. Bridges owns, and he has a financial interest in Clients using Tiverton Tax, LLC rather than an unaffiliated tax professional. Where the Firm has waived the applicable advisory fee in full — whether the Initial Planning Engagement fee or the Ongoing Subscription fee — that Client pays no advisory fee and Tiverton Tax, LLC likewise charges no fee for the tax services included in that engagement. Because the fee is fixed in advance and the Ongoing Subscription fee does not increase as a Client's tax complexity grows, he also has a continuing incentive to limit the time devoted to Clients whose tax circumstances prove more complex than anticipated. Because tax return preparation is available only to Clients who maintain an Ongoing Subscription, a Client who terminates that relationship loses access to those services. These conflicts are described more fully in Item 10 of the Firm's Brochure.

These conflicts are addressed as follows: Clients are not required to use Tiverton Tax, LLC and may engage any tax professional of their choosing; that decision does not affect the advisory services provided or the fee charged, and no fee reduction is available to a Client who declines the tax services; the scope of included services and their treatment on early termination are stated in the Client's advisory agreement and the Tiverton Tax, LLC engagement agreement; and the Firm reviews and documents each Client's fee at least annually against the services actually delivered. Tax preparation and tax representation are not investment advisory services and are governed by Treasury Department Circular 230.

Item 5: Additional Compensation

Alexander Bridges does not receive any economic benefit from any person, company, or organization in exchange for providing Clients advisory services through Tiverton.

Item 6: Supervision

Alexander Bridges is Tiverton's sole principal, and there is accordingly no other person who supervises his advisory activities. As Chief Compliance Officer, Mr. Bridges is responsible for supervising his own advisory activities in accordance with the Firm's written compliance policies and procedures. That supervision is carried out through periodic review of Client accounts and investment recommendations for consistency with each Client's stated objectives and restrictions; review of advisory fee calculations and billing for accuracy; the documented annual review of each Client's fee against the services actually delivered; review of his own personal securities transactions and reporting under the Firm's Code of Ethics; review and approval of the Firm's advertising and marketing materials, including testimonials and endorsements, before use; maintenance and review of the Firm's compliance calendar; and the Firm's annual review of its compliance policies and procedures required under applicable law. Mr. Bridges may also engage an independent compliance consultant from time to time to assist with compliance testing and review. Clients may contact Mr. Bridges at the phone number on this brochure supplement with any questions about how his advisory activities are supervised.

Item 7: Requirements for State Registered Advisers

Alexander Bridges has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.