

Part 2A of Form ADV Brochure
for:
Evergreen Wealth Advisors

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This Brochure provides information about the qualifications and business practices of Evergreen Wealth Advisors Corporation (“Evergreen Wealth Advisors” or “Evergreen” or the “Advisor”). If you have any questions about the contents of this Brochure, please contact the Advisor at the telephone number or addresses listed above. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Evergreen is a registered investment adviser with the SEC. Registration of an investment adviser does not imply any certain level of skill or training.

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

Item 2 – Material Changes

This Brochure provides Clients with a summary of Evergreen’s advisory services and fees, certain business practices and policies, professionals, as well as actual or potential conflicts of interest, among other things. This Item is used to provide the Clients (as defined below) with a summary of new and/or updated information; the Advisor will inform Clients of the revision(s) based on the nature of the information as follows.

1. Annual Update: The Advisor is required to update certain information at least annually, within 90 days of the Advisor’s fiscal year end (“FYE”) of December 31. The Advisor will provide Clients with either a summary of the revised information with an offer to deliver the full revised Brochure within 120 days of the Advisor’s FYE or the Advisor will provide each Client with a revised Brochure with a summary of those changes in this Item.
2. Material Changes: Should a material change in the Advisor’s operations occur, depending on its nature the Advisor will promptly communicate this change to Clients (and it will be summarized in this Item).

This Brochure is being updated as part of an other than annual amendment. The following changes were made to this Brochure:

- Evergreen has moved its Raleigh office location and its new address is reflected above
- Item 4 – Advisory Business: Added description of new service, Evergreen.ai, a free self-service Artificial Intelligence (“AI”) platform offered by Evergreen Wealth Advisors that provides general education, illustrations and calculators to all Users and provides personalized advice to Registered Users who share sufficient information about their finances.
- Item 5 – Fees and Compensation: Added disclosure that Evergreen.ai is free, and the related conflict of interest from Evergreen's incentive to convert users into fee-paying Clients.
- Item 7 – Types of Clients: Added disclosure that Evergreen.ai has no minimum balance requirement.
- Item 10 – Other Financial Industry Activities and Affiliations: Updated to reflect that Evergreen.ai is provided by Evergreen Wealth Advisors, not offered independently by the parent company.
- Item 14 – Client Referrals and Other Compensation: Removed disclosure regarding compensation paid to unaffiliated third parties for client leads, as Evergreen no longer engages in this practice.
- Item 16 – Investment Discretion: Included clarification that Evergreen.ai does not involve discretionary trading authority.

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Separate Supplements:

Part 2A of Form ADV Wrap Fee Brochure Supplement

Part 2B of Form ADV Brochure Supplement

Part 2B of Form ADV Brochure Supplement - Appendix 1

Item 4 – Advisory Business

A. Description of the Advisory Firm

Evergreen Wealth Advisors (“Evergreen” or the “Advisor”) is a Delaware corporation and is a wholly owned subsidiary of Evergreen Wealth Corporation. The Advisor was formed in 2023. Bill Harris, Chief Executive Officer, is the controlling owner of the Advisor.

Evergreen is an investment adviser registered with the SEC. Evergreen provides digital wealth advisory services including investment advisory and portfolio management services to individuals, high-net-worth individuals, and corporations.

Evergreen offers two services: Evergreen.ai, an artificial intelligence service available to the public that provides general financial education, illustrations, and calculators, and personalized financial advice to Registered Users who share sufficient information about their finances (“Evergreen.ai”); and the Evergreen Wrap Fee Program (the “Program”), under which Evergreen manages Client investments on a fully discretionary basis. For Clients of the Program, Evergreen assesses each Client's financial situation and risk profile, then builds and manages a customized portfolio using tax-focused investment strategies.

Evergreen Wealth Advisors' parent company, Evergreen Wealth Corporation, provides technology, marketing, and administrative support to Evergreen Wealth Advisors.

B. Types of Advisory Services

Evergreen Wealth Advisors provides the Program to Clients (each a “Client” and collectively the “Clients”) on a fully discretionary basis. Clients who enter into an Evergreen Investment Advisory Agreement will have access to Evergreen’s Investment Accounts as defined below (“Investment Accounts”) and Financial Planning assistance. Evergreen also offers access to charitable giving programs through unaffiliated third parties. The Program imposes a minimum relationship amount as noted in Item 7. There is no account minimum to use Evergreen.ai.

Additionally, Evergreen provides Evergreen.ai, which does not require a Client to enter into an Investment Advisory Agreement. Evergreen.ai is available to two categories of individuals who have not entered into an Investment Advisory Agreement: (i) visitors who access Evergreen.ai without creating an account (“Anonymous Users”), and (ii) individuals who create an account with Evergreen.ai (“Registered Users,” and together with Anonymous Users, “Users”). Individuals who enter into an Investment Advisory Agreement for the Program are “Clients,” as defined above.

Evergreen.ai

Evergreen.ai is a self-service digital platform, provided by Evergreen at no charge, offering general financial education and calculators to all Users. Personalized financial advice, generated by an automated AI system based on information a User provides and any accounts a Registered User chooses to link, is available to Registered Users. Anonymous Users receive non-personalized general advice, since Evergreen.ai does not have access to identifying or account information for Anonymous Users.

Evergreen.ai does not recommend specific securities or provide legal, tax, insurance, or estate planning advice. It analyzes information only at the time of each inquiry, so a User’s advice can become outdated if their circumstances, linked accounts, or market conditions change between visits. Users are encouraged to keep their profile updated and share any changes to their finances.

Evergreen.ai uses Artificial Intelligence (“AI”) technology, including large language models (“LLMs”), built with rules and logic designed by Evergreen Wealth Advisors. Before anything new is added, it undergoes human design and testing review before deployment, and the advice it generates is subject to ongoing post-delivery auditing.

Evergreen.ai does not provide the ongoing, discretionary investment management services available under Evergreen's Investment Advisory Agreement; see Item 5 for fee information applicable to that service.

Investment Accounts

Evergreen provides discretionary investment management services to Clients. Under the Investment Advisory Agreement, Evergreen has authority to select brokers or dealers to execute securities transactions for Client Investment Accounts.

Client investment objectives are established through Evergreen’s risk tolerance and suitability questionnaire, information provided by the Client, and other communications with the Client. Evergreen manages portfolios based on each Client’s investment objectives and Evergreen’s investment principles, as described in Item 8, and provides continuous and regular supervisory or management services for assets held in Client accounts.

Based on client-provided information and other information obtained by Evergreen, Evergreen determines and implements an asset allocation for each Client’s portfolio on a discretionary basis. Portfolio rebalancing is conducted at Evergreen’s discretion to manage drift from target allocations based on portfolio drift, cash activity, tax optimization opportunities, or changes in Client circumstances.

Although Evergreen generally earns advisory fees on assets invested in Investment Accounts, Evergreen has a financial incentive to recommend that Clients allocate available cash to investment portfolios. This creates a conflict of interest, which Evergreen addresses through its fiduciary duty and by considering each Client’s objectives, circumstances, and instructions.

Financial Information and Planning

Evergreen provides financial planning and educational information on investment, tax, and other financial topics at a Client's request through its Advisors. Advisors provide personalized financial planning tailored to a Client's individual circumstances, and Evergreen uses technology and third-party resources in preparing and delivering certain communications.

Evergreen also makes financial planning and educational information available on a self-service basis through Evergreen.ai, which is available to Anonymous Users, Registered Users, and Clients of Evergreen Wealth Advisors. Evergreen.ai provides personalized financial advice based on the financial information a registered user shares and any accounts they choose to link, rather than through direct interaction with an Advisor.

Evergreen provides tax-aware investment management services, including tax-loss harvesting, asset location, gain deferral, and use of tax-advantaged and tax-exempt securities. Clients should consult their tax preparer, accountant, or attorney regarding such matters.

Donor Advised Funding

Evergreen facilitates access to donor-advised fund (“DAF”) accounts through unaffiliated third parties to assist Clients with charitable giving and related tax considerations. Clients can contribute cash or eligible

securities to a DAF account and may be eligible for tax benefits in the year of contribution. Once accepted, contributions are irrevocable, non-refundable, and become the property of the DAF sponsor.

Evergreen receives no compensation or benefits related to DAF arrangements. If a Client terminates the advisory relationship while a DAF allocation is in place, Evergreen will prorate the final month's advisory fee, and the Client will be responsible for any DAF-related fees thereafter.

Evergreen does not provide tax, legal, or accounting advice. Clients should review the DAF sponsor's terms and consult their tax, legal, and accounting advisers before participating.

C. Client Tailored Services and Client Imposed Restrictions

The Program is tailored based on each Client's investment objectives, which are established through Evergreen's risk tolerance and suitability questionnaire, information provided by the Client, and other communications with the Client. Clients may impose reasonable restrictions on Evergreen's management of their accounts. If a requested restriction is fundamentally inconsistent with Evergreen's recommended allocation, Evergreen reserves the right to reject a new Client account or terminate an existing Client.

D. Wrap Fee Programs

Participation in the Program is required for all Evergreen Clients. Clients pay a single management fee that covers the investment management services provided by Evergreen, as well as the brokerage and transaction costs associated with securities transactions in Client accounts. The Wrap Fee is calculated as a percentage of assets under management ("AUM") in the Client's Investment Accounts and varies based on asset type, relationship size, and any promotional or negotiated reductions. Brokerage services for the Program are provided through Evergreen's Clearing Brokers. Additional information regarding Program fees including a description of services included in the Wrap Fee, is provided in the Wrap Fee Program Brochure and Item 5.

E. Assets Under Management

As of December 31, 2025, Evergreen has \$112,481,708 of assets under management on a discretionary basis and \$0 of Client assets on a non-discretionary basis.

Item 5 – Fees and Compensation

The specific manner in which Evergreen charges fees is established in the Investment Advisory Agreement. The fees applicable to each service are described below.

A. Advisory Fees and Compensation

Evergreen.ai is provided at no additional charge to Users. Evergreen has an incentive to use Evergreen.ai to encourage Users to become Clients and enroll in the Program. This creates a conflict of interest, which Evergreen addresses through its fiduciary duty to ensure that guidance provided through Evergreen.ai serves the User's best interest independent of whether it results in the User becoming a Client.

Evergreen provides fully discretionary investment management services under the Program. Under the Program, Clients pay a single monthly management fee based on assets held in their Investment Accounts. This fee covers investment management services as well as applicable securities transaction fees, custodial costs, and other administrative expenses related to the management of Client accounts. Evergreen.ai is not included in, or covered by, the Wrap Fee, but remains available at no additional charge to Program participants and non-participants alike.

The Wrap Fee charged by Evergreen may be more or less expensive than a separate advisory and brokerage fee arrangement at other financial institutions, depending on the total assets under management and the volume of trading in the account. Clients who trade infrequently may pay more under the Wrap Fee arrangement than they would under a separately structured fee arrangement. The Wrap Fee is asset-based, meaning the more assets held in a Client's account, the more the Client will pay in fees. This creates an incentive for Evergreen to encourage Clients to increase the assets in their accounts. Depending on the frequency and volume of trades, Evergreen receives all, a portion, or none of the Wrap Fee as compensation for the Program.

Fees are assessed monthly based on the average daily balance of assets under management during the billing period, including any cash and cash equivalents held within the portfolio. The applicable fee rate is determined by aggregating total assets across all of a Client's Investment Accounts, as follows:

Management Fee Based on Account Type(s) Held by Client			
Account Type	Value of Assets	Monthly AUM Fee	Annual AUM Fee
Investment Accounts	First \$1,000,000	.0325%	.39%
	Next \$4,000,000 (over \$1M up to \$5M)	.0242%	.29%
	Assets over \$5,000,000	.0158%	.19%
*The fees above do not apply to use of Evergreen.ai, which is provided at no charge.			

As the Wrap Fee covers transaction costs, Evergreen has an incentive to limit trading in Client accounts.

Evergreen addresses this conflict by monitoring account activity to ensure wrap fee arrangements remain in each Client's best interest.

Evergreen reserves the right, at its sole discretion, to reduce, waive, or negotiate fees for the Program with individual Clients or groups of Clients. Fee adjustments are based on factors including, but not limited to, account size, length of relationship, affiliation with the Advisor, or participation in a promotional or application testing program. As a result, similarly situated Clients may pay different fees.

B. Payment of Fees

Fees are collected monthly in arrears by direct debit from Client accounts, based on the average daily balance and the number of days the account was open during the billing period.

Fees are calculated based on the average daily account balance provided by the Clearing Broker. Evergreen submits fee invoices directly to the Clearing Broker for debit from the appropriate Client account. If insufficient cash is available, Evergreen can sell securities in the Client's account to generate proceeds sufficient to satisfy the fee obligation. Evergreen reserves the right to collect Fees from any account held by the Client.

Fees are billed in accordance with the schedule above and the terms of the Investment Advisory Agreement. The Clearing Broker does not verify the fee calculation or amount deducted. Clients are responsible for reviewing fee deductions on their account statements and notifying Evergreen of any suspected errors.

C. Additional Fees and Expenses

Client accounts invested into ETFs, mutual funds, and money market funds will pay additional Fees and expenses charged by those investment vehicles, in addition to the Wrap Fee assessed by the Advisor. The Advisor considers the fees and expenses of any investment vehicle when evaluating its appropriateness for the Client.

D. Prorated and Prepayment of Fees

Under no circumstances does Evergreen require or solicit payment of Fees in advance of services rendered.

Either party may terminate the Investment Advisory Agreement pursuant to its terms and conditions. Evergreen does not charge a termination fee. Accounts initiated or terminated during a billing period will be charged a prorated Fee based on the number of days the account was open during the month. Upon termination or full liquidation of any account, any earned, unpaid fees will be due and payable upon termination.

E. Compensation and Commission

Evergreen does not accept compensation, commissions, 12b-1 fees, or any other form of economic benefit, whether direct or indirect, in connection with the sale, recommendation, or placement of securities, mutual funds, ETFs, or other investment products. Evergreen's only source of compensation is the advisory fees paid by clients, as detailed in this Brochure.

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

Evergreen does not charge any performance-based fees (fees based on a share of capital gains or capital appreciation of the assets of a Client). The Advisor manages multiple Client accounts which creates a conflict of interest because Evergreen may have an incentive to favor one Client account over another. Evergreen addresses this conflict through its policies and procedures, which are designed to ensure that investment decisions and trade allocations are made in a fair and equitable manner across all Client accounts.

Item 7 – Types of Clients

Evergreen.ai is available to Users without a minimum balance requirement.

Evergreen provides the Program to high net worth individuals, individuals, and corporations. Evergreen has a \$100,000 minimum balance requirement to establish a relationship for the Program, which may be changed at the Firm's discretion. Evergreen reserves the right to decline or discontinue engagements at its sole discretion if it determines that the relationship is not appropriate or aligned with its service.

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

A. Methods of Analysis

Evergreen.ai

Evergreen.ai applies an advice methodology that is developed, tested, and approved prior to deployment. The methodology is grounded in curated knowledge sources maintained by Evergreen rather than open-ended model output. Calculations and other figures are produced by deterministic systems using inputs and constants reviewed and dated by Evergreen subject-matter experts, not generated by the underlying language model. Evergreen's Advisory team is ultimately responsible for analyzing the platform, evaluating its advice outputs, and recommending any adjustments to how the system provides advice. Advice related to investment strategies provided by Evergreen.ai is not a guarantee of future results, and actual results may differ. See "Artificial Intelligence Risk" below for a discussion of the material risks associated with Evergreen.ai's methodology.

The Program Investment Accounts

Evergreen provides fully managed investment portfolios tailored to each Client's specific financial situation and investment objectives. Evergreen's investment approach begins with a Client assessment to ensure all portfolios are suitable based upon the Client's investment objectives. Except in special circumstances, portfolios are broadly diversified across hundreds of securities, including equities, fixed income instruments, and cash equivalents. While the specific allocation varies by Client, Evergreen's investment strategy typically emphasizes equity holdings to pursue long-term growth objectives and tax optimization opportunities.

Evergreen's tax optimization strategies are customized to each Client's unique tax situation and may include tax loss harvesting to offset capital gains, strategic asset location across taxable and tax-advantaged accounts, systematic gain deferral techniques to minimize current-year tax liabilities, and incorporation of

tax-exempt securities such as municipal bonds for Clients in higher tax brackets.

Portfolio rebalancing is conducted at Evergreen's discretion to manage drift from target allocations based on portfolio drift, cash activity, tax optimization opportunities, or changes in Client circumstances.

Investing in securities involves risk of loss that Clients should be prepared to bear. The material risks associated with Evergreen's investment strategies including tax optimization risks are described below.

B. Investment Strategies

Evergreen.ai

Once a User links accounts and fills out their profile, Evergreen.ai can provide advice upon request related to a User's investment strategy, such as tax optimization, retirement planning, and portfolio management. Evergreen.ai doesn't implement any strategy it advises on and Users who act on this advice are responsible for carrying it out themselves.

The Program Investment Accounts

Evergreen's investment methodology is rooted in Modern Portfolio Theory ("MPT"), a framework for portfolio construction that seeks to maximize expected returns for a given level of risk through diversification across a large number of securities and asset classes. Evergreen combines MPT with tax reduction strategies to construct portfolios that align with each Client's investment objectives while seeking to reduce current and future income taxes on the Client's portfolio.

Evergreen employs the following strategies in the construction and management of Client Investment Accounts for the Program:

Custom Portfolio Construction

Evergreen builds custom portfolios based on securities from a diversified index and tailored to individual Client preferences. This approach maintains exposure to a diversified set of securities while allowing for customization across a variety of Client-specific factors.

Diversification

Diversification is a cornerstone of Evergreen's investment approach. Evergreen allocates assets across various sectors, styles, and asset classes to reduce risk. By spreading investments across a broad set of securities, Evergreen seeks to mitigate volatility and enhance risk-adjusted returns.

Tax Loss Harvesting

Evergreen attempts to offset capital gains by selling tax lots that have declined in value, which can help reduce Client's overall tax liability. Tax loss harvesting is an ongoing process that is employed across the portfolio and is designed to minimize taxable gains while limiting drift from the target asset allocation.

Gain Deferral

To minimize the impact of capital gains taxes, Evergreen generally avoids selling tax lots with unrealized capital gains (i) for at least twelve months from the date of purchase to avoid short-term capital gains treatment and (ii) indefinitely unless a sale is required to raise funds or reduce the drift from the target asset allocation.

Asset Location

Evergreen attempts to place securities into taxable and tax-advantaged accounts in a manner that can optimize after-tax returns. This typically involves placing capital-gain-assets preferentially in taxable accounts and ordinary-income-assets preferentially in tax deferred accounts.

Tax Advantaged Accounts

Evergreen assists Clients in the use of tax-advantaged vehicles such as IRAs and Roth accounts when appropriate. These accounts offer various tax benefits including tax-deferred growth, tax-free growth, or immediate tax deductions.

Tax Exempt Securities

For Clients in higher tax brackets, Evergreen may recommend tax-exempt Treasury or municipal bonds as a part of their diversified portfolio. This approach helps to minimize taxable income while providing necessary portfolio diversification.

Charitable Giving

For Clients who wish to incorporate philanthropy into a financial plan, Evergreen offers strategies for donating appreciated securities to qualified charitable organizations. This allows Clients to potentially avoid capital gains taxes on donated assets while receiving a charitable deduction, creating a tax-efficient approach to giving.

C. Risks of Investments and Strategies Utilized

Evergreen's strategies are subject to investment and system risks; therefore, Clients may lose money. There can be no assurance that any of the strategies will be successful in meeting the Client's investment objective as investing in securities involves risk of loss that Clients should be prepared to bear. The following list of risk factors does not purport to be a complete enumeration or explanation of every risk involved in an investment with Evergreen. Clients should read the entire Brochure, investment agreement and other materials that may be provided by Evergreen. Generally, Evergreen's strategies will be subject to the following risks:

Market Risk

All investments involve the risk of loss, and securities held in Client portfolios are subject to various market risks that may cause their value to fluctuate. The prices of equity securities, including common and preferred stocks, warrants, exchange-traded funds (ETFs), mutual funds, and other securities, may rise or fall based on company performance, industry trends, general market conditions, and investor sentiment. ETFs are also subject to risks related to liquidity, tracking error, and management fees that may affect their performance relative to the underlying index or assets they seek to track.

Markets can experience periods of significant volatility due to changing interest rates, inflation, geopolitical events, fiscal and monetary policy decisions, and broader economic developments.

Investing in foreign and emerging markets introduces additional considerations, including political and economic instability, currency fluctuations, limited regulatory oversight, and differences in financial reporting and disclosure standards. Emerging markets, in particular, may be more susceptible to abrupt and severe price declines, limited liquidity, and government intervention. These factors can contribute to increased volatility and potential losses in Client accounts.

Factor Risk

Factor risk is the possibility that securities with similar attributes (such as industry, size, style, geography, volatility, maturity or asset class) may decline in price due to factor-specific market or economic developments. If a portfolio invests more heavily in a particular factor, the value of its shares may be sensitive to factors and economic risks that specifically affect that factor.

Cybersecurity Risk

The Advisor and its key service providers (including custodians, broker-dealers, and banks) rely on technology systems that may be vulnerable to cybersecurity threats. These include hacking, data breaches, system failures, and other disruptions that could compromise Client data, delay transactions, or disrupt operations. Such incidents may result in financial loss, regulatory consequences, or reputational damage. Similar risks apply to companies in which Clients invest, potentially affecting investment performance. While the Advisor has implemented controls to manage these risks, no system is fully immune to cyber threats.

Risk of Health Crises and Other Disruptive Events

Events such as pandemics, natural disasters, terrorism, and geopolitical conflict can disrupt global markets and the operations of the Advisor and its service providers. These disruptions may impair trading, valuation, and other investment-related activities, and may negatively impact the performance of Client portfolios. Broader economic effects from such events may also reduce the value of investments or increase volatility.

Software Risk

Evergreen delivers the Program through proprietary software. While Evergreen designs, tests, and monitors its software prior to and following deployment, software may not always perform exactly as intended, particularly in unusual or unforeseen circumstances. Such failures could affect investment management activities and may negatively impact Client accounts. Evergreen monitors its systems and works to correct any software that does not perform as expected. Evergreen's Advisors periodically evaluate the advice generated by Evergreen.ai as part of this monitoring process.

Artificial Intelligence Risk

Evergreen uses artificial intelligence ("AI") tools to power Evergreen.ai and to support investment research, portfolio management, wealth management advice, and business operations. While AI has the potential to

enhance efficiency and insight, it may also generate inaccurate, incomplete, or biased advice or outputs (i.e. it can sometimes get things wrong, whether that's missing context, misunderstanding what a User shared, or relying on assumptions that don't quite fit someone's situation). Reliance on improper AI-generated content could lead to inappropriate counsel and/or errors in investment decisions, negatively affecting Client portfolios and Users of Evergreen.ai alike. Evergreen.ai does not implement any advice it provides, so a User who acts on it is responsible for correctly carrying it out, including selecting the right account, timing, and transaction type; errors such as a wash sale, a missed deadline, or an incorrect account can result from a User's own implementation. In addition, rapid changes in AI technology or its adoption by competitors may impact the Advisor's ability to adapt or remain competitive. Mismanagement or misuse of AI could also result in legal, operational, or reputational risks.

Tax Optimization Risk

Clients and Users should consult their personal tax advisor to understand the tax implications of investing with the Advisor, using tax optimization strategies, or acting on tax efficiency advice from Evergreen.ai, as outcomes depend on individual circumstances. Taxes should not be the sole driver of investment decisions. Clients, Users, and their tax advisors are responsible for how transactions are reported to the IRS or other tax authorities. Tax outcomes are not guaranteed and may be challenged by the IRS. The Advisor does not provide personalized tax, legal, or accounting advice, and Evergreen.ai's tax efficiency advice does not replace the advice of a qualified tax professional. Neither the Advisor nor Evergreen.ai assumes responsibility for tax consequences, including capital gains or wash sales resulting from tax-loss harvesting.

As a result of tax optimization, the Client's actual allocations and securities may differ from the target allocations and securities, which may result in pre-tax performance that is better or worse than the target allocations and securities would have generated. Evergreen's tax optimization is generally limited to the securities within the Client's Investment Accounts; therefore, it may not take into account any securities held elsewhere or any tax considerations outside of the Client's Investment Accounts.

The benefits of tax loss harvesting may diminish over time as a Client's portfolio matures. As unrealized losses are harvested and tax lots are replaced, the portfolio's cost basis increases, reducing the availability of future harvesting opportunities. Clients with longer investment horizons or portfolios that have appreciated significantly may experience fewer tax loss harvesting opportunities than in earlier periods of the relationship. As a result, the after-tax benefits attributable to tax loss harvesting may be greater in the early years of a Client's relationship with Evergreen and may decrease over time.

Clients and Users are encouraged to consult their tax preparer, accountant, or attorney to evaluate how these strategies interact with their individual tax circumstances.

Concentration Risk

Although Evergreen seeks to build broadly diversified portfolios, Client-imposed restrictions, tax optimization strategies such as gain deferral, or other factors may result in portfolios that are more

concentrated in certain securities, sectors, or asset classes than the target allocation would otherwise reflect. A more concentrated portfolio may experience greater volatility and larger losses than a fully diversified portfolio, particularly if the concentrated positions decline in value.

Wrap Fee Program Risk

Clients participate in the Program, under which a single fee covers investment management, brokerage, and transaction costs. Depending on the frequency and volume of trading in a Client's account, the Wrap Fee may cost more than if the Client had arranged for investment management and brokerage services separately. Clients who have lower trading activity may pay more in wrap fees than they would under an alternative fee arrangement. Additionally, because transaction costs are covered by the Wrap Fee, Evergreen may have an incentive to limit trading, which could affect portfolio management decisions. Clients should carefully consider whether the Program is appropriate for their individual circumstances.

Item 9 – Disciplinary Information

The Advisor and its management persons have not been a party to any legal or disciplinary events that would be material to a Client's or prospective Client's evaluation of the Advisor's investment advisory business or the integrity of the Advisor's management.

Item 10 – Other Financial Industry Activities and Affiliations

A. Registration as a Broker-Dealer or Broker-Dealer Representative

Neither Evergreen nor its management persons are registered as a broker-dealer or broker-dealer representative.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Adviser

Neither Evergreen nor its management persons are registered as a futures commission merchant, commodity pool operator, or a commodity trading adviser.

C. Relationships Material to this Advisory Business and Possible Conflicts of Interest

Evergreen Wealth Corporation is the parent company of Evergreen and provides technology, marketing, and administrative services in support of Evergreen, including the technology underlying Evergreen.ai. See Item 4 for additional information regarding the Program and Evergreen.ai.

This relationship creates a conflict of interest, as Evergreen may have an incentive to use its parent company's services rather than seeking alternative providers. Evergreen manages this conflict by ensuring that services obtained from Evergreen Wealth Corporation are fair, reasonable, and in the best interests of Clients and Users of Evergreen.ai. Evergreen also has an incentive to use Evergreen.ai to encourage Users to become Clients and enroll in the Program. See Item 5 for additional information regarding this conflict.

Financial professionals, along with other Evergreen employees, are eligible for equity option grants in the parent company.

D. Selection of Other Advisors or Managers

Evergreen does not utilize or select other advisors or third-party managers. All assets are managed by Evergreen.

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

Evergreen has adopted a code of ethics pursuant to Rule 204A-1 under the Advisers Act (the “Code of Ethics” or “the Code”) that governs a number of conflicts of interest that can arise when providing the Program and Evergreen.ai to Clients. The Code is designed to ensure the Advisor meets its fiduciary obligation to Clients (or prospective Clients), to detect and prevent violations of securities laws, and to promote a culture of compliance within Evergreen.

The Code is distributed to each employee at the time of hire and upon any material changes. Employees are required to attest annually that they have read, understood, and observed the Code. The Code is reinforced through annual training and ongoing monitoring of employee activity.

Evergreen’s Code includes the following:

- Requirements related to the confidentiality of Client personal information;
- Prohibitions on:
 - Insider trading while in possession of material, non-public information;
 - Providing or accepting gifts and entertainment that exceed the Advisor’s policy standards;
 - Outside business activities that are inconsistent with the Advisor’s policy standards.
- Pre-clearance of employee securities transactions;
- Pre-clearance of political contributions;
- Reporting of investment holdings on an annual basis;
- Quarterly (and annual) reporting all personal securities transactions (“covered securities” as mandated by regulation); and
- Quarterly (and annual) reporting of all personal brokerage accounts.

Evergreen employees may buy or sell securities for their personal accounts identical to or different from those recommended to Clients. A conflict of interest arises when an employee buys or sells a security in the same, or close proximity to the date of a purchase or sale of the same security on a Client’s behalf. There could be an incentive for an employee to take advantage of the market effect of a Client’s trade, or the market effect of an employee’s trade can negatively affect a subsequent purchase or sale price obtained for a Client. Evergreen addresses this conflict through its Code of Ethics.

Evergreen’s Code of Ethics subjects all employees to procedures and restrictions relating to their personal securities transactions, including those outlined above. These procedures are overseen by the Chief Compliance Officer or a designee.

The provisions of the Code of Ethics are intended to avoid or mitigate material conflicts of interest that can arise between employees’ personal conduct and their fiduciary duty to Evergreen Clients. Evergreen reserves the right to refine and modify the Code of Ethics and its policies and procedures over time. Clients and prospective Clients may obtain a copy of Evergreen’s Code of Ethics upon request by contacting Evergreen at Clientservice@evergreenwealth.com.

Item 12 – Brokerage Practices

A. Factors Used to Select or Recommend Broker-Dealers

Evergreen provides fully discretionary investment management services to Clients. In connection with these services, Evergreen has engaged Clearing Brokers to provide brokerage services under the Program.

The Clearing Brokers route orders to various exchanges or market centers for execution and regularly review execution quality to ensure they are seeking best execution of Client transactions. While the Clearing Brokers seek to obtain best execution, Clients should be aware that Evergreen's exclusive engagement of the Clearing Brokers for all trading and rebalancing activities means the Clearing Brokers may not always provide the lowest possible transaction cost. Evergreen believes the selection of the Clearing Brokers is in the best interest of Clients given the expanded suite of services provided in connection with Client accounts.

The Clearing Brokers are responsible for managing all account activities, including receipt and delivery of securities, receipt and payment of funds owed by or to Clients, and providing custody for securities and funds held by Clients under the Program. Evergreen is responsible for monitoring all transactions in Client accounts and for notifying the Clearing Brokers if it believes an error has been made.

If Evergreen identifies a trading error, it will work with the Clearing Brokers to ascertain the facts and resolve the error. Evergreen will work with the Clearing Broker to minimize the impact of the error on the Client. If there is a realized gain to the Client as a result of a trading error, the Client will keep the gain. If the error is Evergreen's responsibility, the Client's transaction will be corrected and Evergreen will be responsible for any resulting loss.

B. Research and Other Soft Dollar Benefits

Evergreen does not engage in the use of “soft dollars” or commission sharing agreements.

C. Brokerage for Client Referrals

Evergreen does not consider Client referrals from a broker-dealer in selecting or recommending broker-dealers for Client transactions.

D. Directed Brokerage

Evergreen does not accept directed brokerage arrangements from Clients. All securities transactions are executed by brokers selected by Evergreen in its sole discretion.

E. Aggregating Trading for Multiple Clients

Evergreen has full discretion over Client accounts and may aggregate orders (block trade) when it believes doing so is in Clients' best interest. Block trading can improve execution quality and reduce transaction costs. When trades are aggregated, participating accounts receive the average price and share costs pro rata.

Due to the customized nature of Evergreen's portfolio management and the wide range of securities used, aggregation may not always be feasible. In such cases, trades will be executed individually in a manner consistent with Evergreen's duty to seek best execution for all Clients.

Item 13 – Review of Accounts

A. Frequency and Nature of Periodic Review and Who Makes Those Reviews

Client accounts are monitored on at least a monthly basis to ensure consistency with each Client's strategy and investment objectives, with consideration given to asset allocation, cash management, portfolio drift, tax optimization opportunities, and changes to a Client's financial condition. Formal comprehensive reviews are conducted by Evergreen's investment professionals at least annually.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may take place more frequently in the event of major unanticipated changes in economic, market, or political conditions that may impact Client holdings. Portfolios may also be reviewed and rebalanced when a large deposit or withdrawal materially affects a Client's target allocation.

C. Content and Frequency of Regular Reports

Each Client's Clearing Broker provides monthly statements showing the assets in each Client account, the market value, and account performance. Clients are encouraged to carefully review all account statements provided by the Clearing Broker and to compare them against any reports provided by Evergreen. Clients should promptly notify Evergreen of any discrepancies.

Item 14 – Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties

Evergreen does not receive any economic benefits, directly or indirectly, from any third party in connection with the investment advice it provides to Clients. See Item 10 for disclosure regarding Evergreen's relationships with affiliated entities.

B. Compensation to Non-Advisory Personnel for Client Referrals

Evergreen does not compensate unaffiliated third parties for client referrals or leads.

Item 15 – Custody

All Client funds and securities are held in custody by one or more qualified custodians (the “Custodians”) selected by Evergreen at its discretion for each Client account. The Custodians provide trade execution, clearing, and custodial services pursuant to the authority granted to Evergreen under the applicable Investment Advisory Agreement.

Evergreen is deemed to have custody of certain Client assets as a result of its authority to direct the movement of funds from Client accounts to external destinations, in addition to its authority to deduct advisory fees directly from Client accounts. This authority is subject to strict operational controls, including independent Client verification requirements prior to any external fund movement. As a result of this custody arrangement, Evergreen is subject to an annual surprise examination by an independent public accountant to verify Client assets. Clients are urged to carefully review account statements received directly from the Custodian and to promptly notify Evergreen of any discrepancies.

Clients will receive account statements from the Custodians at least quarterly, though Evergreen makes Custodian statements available to Clients through its online platform on a monthly basis. Information displayed on Evergreen's online platform may differ at times from Custodian statements due to pending transactions, dividends, corporate actions, cash movements, or other account activity. Clients who access account information through Evergreen's online platform should compare that information against their Custodian statements and promptly notify Evergreen of any discrepancies.

Item 16 – Investment Discretion

Evergreen provides the Program on a fully discretionary basis. Clients grant Evergreen discretionary authority to determine, without obtaining the Client's prior consent, which securities are bought or sold and the total amount of securities bought or sold, upon signing the Investment Advisory Agreement. This authority continues until the agreement is terminated by either party, subject to any restrictions the Client places on the account, and any limitations described in Item 4. As part of onboarding, Clients complete a risk tolerance and suitability questionnaire that informs how this discretionary authority is exercised. See Item 12 for selection of Brokers.

Evergreen.ai does not involve discretionary trading authority. Evergreen does not buy or sell securities on behalf of a User through Evergreen.ai.

Item 17 – Voting Client Securities

Evergreen, as a matter of policy and as a fiduciary to Clients, has responsibility for voting proxies for portfolio securities consistent with the best interests of Clients. Evergreen maintains policies and procedures for the handling, research, voting, and reporting of proxy voting. Clients grant Evergreen the authority to vote proxies as established by the Investment Advisory Agreement. Clients do not direct individual proxy votes, though they may request information regarding how their proxies were voted as described below.

Evergreen utilizes the proxy voting and due diligence services provided by Broadridge Financial Solutions, Inc. ("Broadridge"), or its successors or assigns. The costs and expenses associated with this service are paid by Evergreen. Under this arrangement, proxy votes are cast in a manner consistent with the Shareholder Value Policy Rules developed and maintained by Broadridge. Evergreen retains discretion to

override Broadridge's proxy voting recommendations consistent with its fiduciary obligations. Evergreen's override authority does not require Evergreen to review each proxy voting decision made by Broadridge.

If Broadridge's guidelines do not specify a recommended vote, Evergreen may determine to abstain or withhold a vote where insufficient information exists to determine which vote direction would best serve Client interests.

Evergreen shall maintain records pertaining to proxy voting as required pursuant to Rule 204-2(c)(2) under the Advisers Act. Records are maintained through the Broadridge ProxyEdge System. Clients may request information regarding how their proxies were voted, or a copy of Evergreen's proxy voting policies and procedures, by contacting Evergreen at clientservice@evergreenwealth.com.

Item 18 – Financial Information

Evergreen has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients and has not been the subject of a bankruptcy petition.

Part 2B of Form ADV Brochure Supplement

for:

Evergreen Wealth Advisors

www.evergreenwealth.com

Office Addresses :

1 Glenwood Ave.,
Office 04-113
Raleigh, NC 27603

120 NE 27th St.,
Suite 100,
Miami, FL 33137

Telephone:

+1 (888) 884-0557

Mailing Address :

5540 Centerview Dr., Ste 204 PMB #48153
Raleigh, NC 27606

September 16, 2026

This Brochure Supplement provides information about certain Evergreen Wealth Advisors Corporation (“Evergreen” or “Evergreen Wealth Advisors”) employees listed below that supplements the Evergreen Wealth Advisors Brochure. Please contact Evergreen at +1 (888) 884-0557 or clientservice@evergreenwealth.com if you did not receive Evergreen Wealth Advisors’ Brochure or if you have any questions about the contents of this Brochure Supplement.

Samantha Muncy

Head of Advisory Services

Year of Birth: 1980

Education

Purdue University Daniels School of Business, Global Executive MBA, 2021

TIAS School for Business and Society at Tilburg University in The Netherlands, Global Executive MBA, 2021

Mary Baldwin University, BS, 2003

Business Background

Evergreen Wealth Advisors Corporation, Head of Advisory Services, 12/2023 - Present

Open to the Public Investing, Inc., Head of Customer Experience, 05/2021 - 12/2023

Public Holdings, Inc., Director of Customer Experience, 05/2021 - 12/2023

Edward Jones, General Partner, 10/2016 - 04/2021

Edward Jones, Regional Leader, 10/2013 - 10/2015

Edward Jones, Financial Advisor, 06/2003 - 10/2015

Disciplinary Information

None

Other Business Activity

None

Additional Compensation

None

Supervision

Evergreen's Chief Compliance Officer, Corey Gomes (888-884-0557), supervises Ms. Muncy's advisory activities. This supervision takes various forms, including communication and advertisement reviews, conducting regular meetings and various supervisory controls related to supervised persons.

Joel Anderson

Wealth Advisor

Year of Birth: 1991

Education

Golden Gate University Master of Science in Financial Planning ("MSFP"), 2023

Fox School of Business at Temple University, Master of Business Administration ("MBA"), Finance, 2019

University of Arizona, BA, 2016

Designation(s)/Certification(s):

Joel Anderson has earned the following certification and is in good standing with the granting authority:

- Registered Life Planner®: (granted by the Kinder Institute of Life Planning), 2023

Please refer to ADV Part 2B Appendix 1 for definitions of the above designation.

Business Background

Evergreen Wealth Advisors Corporation, Wealth Advisor, 12/2024 - Present

Values Added Financial, LLC, Financial Advisor, 01/2022 - 10/2024

Ameriprise Financial Services, LLC, Vice President, 08/2020 - 12/2021

Wells Fargo Clearing Services, LLC, Financial Advisor, 07/2017 - 08/2020

United States Navy, Fleet Marine Force Corpsman, 08/2009 - 07/2017

Disciplinary Information

None

Other Business Activity

None

Additional Compensation

None

Supervision

Joel Anderson reports to Samantha Muncy, Evergreen's Head of Advisory (888-884-0557). Ms. Muncy and Evergreen's Chief Compliance Officer, Corey Gomes, supervise Mr. Anderson's advisory activities. This supervision takes various forms, including communication and advertisement reviews, conducting regular meetings and various supervisory controls related to supervised persons.

Part 2B of Form ADV Brochure Supplement - Appendix 1

Professional Designation Definitions

Registered Life Planner® (RLP®) designation

The Registered Life Planner® (RLP®) designation is issued by the Kinder Institute of Life Planning. It is awarded to financial professionals who complete an intensive training program in client-centered planning, with a focus on helping individuals clarify and pursue their most meaningful life goals through financial advice and implementation.

The RLP® designation requires successful completion of the following components:

- **EVOKE® Life Planning Training** – A five-day experiential workshop that teaches the Kinder Institute's proprietary EVOKE® methodology, designed to guide clients through a structured process of deep discovery, visioning, and financial goal alignment.
- **Mentorship Program** – A seven-month practicum during which the candidate applies Life Planning techniques with actual clients under the supervision of an experienced RLP® mentor. The program includes case study submissions and regular group coaching.
- **Final Interview Assessment** – A live, observed client interview that evaluates the candidate's ability to conduct a complete Life Planning engagement and apply the EVOKE® process with technical skill, empathy, and integrity.

RLP® professionals are trained to combine traditional financial planning with in-depth discovery to help clients articulate their core values and design financial plans that reflect their vision of a purposeful life. The designation emphasizes fiduciary-level engagement, active listening, and values-based decision making.

The RLP® designation does not require continuing education to maintain active status, though practitioners are encouraged to remain engaged with the Kinder Institute community and ongoing professional development opportunities. Additional information is available at www.kinderinstitute.com.

**Part 2A of Form ADV Brochure - Wrap Fee Program Brochure
for:**

Evergreen Wealth Advisors

www.evergreenwealth.com

Office Addresses:

1 Glenwood Ave.,
Office 04-113
Raleigh, NC 27603

120 NE 27th St.,
Suite 100,
Miami, FL 33137

Telephone:
+1 (888) 884-0557

Mailing Address:

5540 Centerview Dr., Ste 204
PMB #48153
Raleigh, NC 27606

September 16, 2026

This Brochure provides information about the qualifications and business practices of Evergreen Wealth Advisors Corporation ("Evergreen Wealth Advisors" or "Evergreen" or "Advisor" or "we") and the Evergreen Wrap Fee Program. If you have any questions about the contents of this Brochure, please contact the Advisor at the telephone number or addresses listed above. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Evergreen is a registered investment adviser with the SEC. Registration of an investment adviser does not imply any certain level of skill or training.

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

Item 2 – Material Changes

This Brochure provides Clients with a summary of the Evergreen Wrap Fee Program, including services, fees, brokerage practices, and related conflicts of interest. This Item summarizes new and updated information.

Annual Update: The Advisor is required to update certain information at least annually, within 90 days of the Advisor's fiscal year end ("FYE") of December 31. The Advisor will provide Clients with either a summary of the revised information with an offer to deliver the full revised Brochure within 120 days of the Advisor's FYE or will provide each Client with a revised Brochure with a summary of those changes in this Item.

Material Changes: Should a material change in the Advisor's operations occur, depending on its nature the Advisor will promptly communicate this change to Clients (and it will be summarized in this Item).

- Evergreen has moved its Raleigh office location and its new address is reflected above.
- Item 4 – Advisory Business: Added description of new service, Evergreen.ai, a free self-service Artificial Intelligence ("AI") platform offered by Evergreen Wealth Advisors that provides general education, illustrations and calculators to all Users and provides personalized advice to Registered Users who share sufficient information about their finances. Evergreen.ai is not included in, or covered by, the Wrap Fee, but remains available at no additional charge to Wrap Fee Program Clients and non-participants alike.
- Item 9 - Evergreen does not compensate unaffiliated third parties for client referrals or leads.

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Item 4 – Services, Fees, and Compensation

A. Services

Evergreen Wealth Advisors Corporation (“Evergreen,” “we,” or the “Advisor”) sponsors the Evergreen Wrap Fee Program (the “Program”). Under the Program, Evergreen provides ongoing investment advisory services to Clients (each a “Client” and collectively the “Clients”) on a fully discretionary basis. We monitor client accounts on an ongoing basis and make investment changes as needed to keep accounts aligned with each client’s investment objectives, risk tolerance, time horizon, and financial circumstances.

This Wrap Fee Program Brochure is a supplement to Evergreen’s Form ADV Part 2A Disclosure Brochure. Together, these documents describe the Program, Evergreen’s business practices, and fees.

Evergreen also provides financial planning and consulting services to Program clients at no additional charge as part of the Wrap Fee. These services may include investment planning, tax-aware planning considerations, and general financial goal-setting.

Evergreen also provides Evergreen.ai, a self-service AI financial advice platform (“Evergreen.ai”) which does not require an Investment Advisory relationship or the signing of an Investment Advisory Agreement. Evergreen.ai is available to two categories of individuals who have not entered into an Investment Advisory Agreement: (i) visitors who access Evergreen.ai without creating an account (“Anonymous Users”), and (ii) individuals who create an account with Evergreen.ai (“Registered Users,” and together with Anonymous Users, “Users”). Evergreen.ai is not included in, or covered by, the Wrap Fee, but remains available at no additional charge to Wrap Fee Program Clients and non-participants alike. Evergreen.ai does not provide ongoing, discretionary investment management services included in the Wrap Fee Program described in this Brochure.

For a full description of Evergreen.ai, including its use of AI and large language model technology, its reliance on standardized assumptions, and its scope and limitations, see Item 4 and Item 8 of Evergreen’s Form ADV Part 2A Brochure.

Portfolio Management

Evergreen provides fully discretionary portfolio management to all Program clients. Portfolios are tailored to each client’s investment objectives, risk tolerance, time horizon, and financial circumstances based on Evergreen’s suitability and risk-assessment process.

Portfolios are generally constructed using diversified holdings such as equities, exchange-traded funds, fixed income instruments, money market mutual funds, and government securities. Evergreen’s investment management may include tax-loss harvesting, gain deferral, asset location across taxable and tax-advantaged accounts, and periodic rebalancing. Evergreen monitors accounts on an ongoing basis and adjusts portfolios based on portfolio drift, cash activity, tax optimization opportunities, or changes in Client circumstances.

Wrap Fee Schedule

Clients pay a single asset-based wrap fee (the “Wrap Fee”) for services provided under the Program. The Wrap Fee covers Evergreen’s investment advisory and portfolio management services, as well as brokerage and transaction costs, custodial costs, and certain administrative expenses associated with managing client accounts. For further information about expenses, please read Item 4C.

Fees are assessed monthly based on the average daily balance of assets under management during the billing period, including any cash and cash equivalents held within the portfolio. The applicable fee rate is determined by aggregating total assets across all of a Client's Investment Accounts, as follows:

Management Fee Based on Account Type(s) Held by Client			
Account Type	Value of Assets	Monthly AUM Fee	Annual AUM Fee
Investment Accounts	First \$1,000,000	.0325%	.39%
	Next \$4,000,000 (over \$1M up to \$5M)	.0242%	.29%
	Assets over \$5,000,000	.0158%	.19%
*The fees above do not apply to use of Evergreen.ai, which is provided at no charge.			

Evergreen may, in its sole discretion, reduce, waive, or negotiate fees for certain clients or groups of clients based on factors such as account size, length of relationship, affiliation with Evergreen, or participation in a promotional or testing program.

Portion of the Wrap Fee Paid to the Portfolio Manager

Evergreen serves as the sponsor of the Program and the sole portfolio manager for all Program accounts. Evergreen does not use unaffiliated sub-advisers or third-party portfolio managers. After payment of brokerage, clearing, transaction, and custodial costs, the remaining portion of the Wrap Fee is retained by Evergreen as compensation for portfolio management services. Depending on trading activity and account-related costs, Evergreen may retain all, a portion, or only a small portion of the Wrap Fee. No portion of the Wrap Fee is paid to any third-party portfolio manager.

B. Program Costs

Participation in the Evergreen Wrap Fee Program may cost a client more or less than purchasing investment advisory services and brokerage services separately. Under the Program, clients pay a single asset-based Wrap Fee that includes investment advisory services as well as brokerage and transaction costs. If those services were purchased separately, a client would typically pay an advisory fee in addition to transaction-based brokerage charges.

Whether the Program is more or less expensive depends primarily on the client’s expected trading activity and account size. Because the Wrap Fee is charged regardless of the number of transactions in the account, clients with higher trading activity may pay less under the Program than they would under a separate advisory and

brokerage arrangement. Clients with lower trading activity may pay more under the Program because they pay the Wrap Fee whether or not significant transaction costs are incurred.

The total cost of the Program also increases as account assets increase because the Wrap Fee is based on assets under management. Clients should consider the Wrap Fee in light of their anticipated account size, trading frequency, and the nature of Evergreen's investment approach, which may involve ongoing tax-loss harvesting, rebalancing, and other tax-aware portfolio management techniques that can increase trading activity.

Clients are encouraged to discuss with Evergreen whether the Wrap Fee Program is appropriate for their circumstances.

C. Fees and Expenses in Addition to the Wrap Fee

Beyond the administrative and other expenses already included in the Wrap Fee (see Item 4.A), clients may incur certain other fees and expenses in connection with the Program. Clients who invest in exchange-traded funds ("ETFs"), money market mutual funds, mutual funds, or other pooled investment vehicles will bear their proportionate share of the fees and expenses charged by those vehicles, including internal management fees and operating expenses. These expenses are separate from, and in addition to, the Wrap Fee. Evergreen does not receive these fees.

Clients may also incur markups, markdowns, or bid-ask spreads when purchasing or selling certain fixed income securities, including bonds and other securities traded in principal transactions. These costs are embedded in the transaction price, are not paid to Evergreen, and are in addition to the Wrap Fee.

Clients should review applicable account agreements, confirmations, and fund prospectuses for additional information regarding these fees and expenses.

D. Compensation to the Person Recommending the Wrap Fee Program

Evergreen's advisory personnel do not receive any separate commission, referral fee, finder's fee, or other incremental compensation as a result of a client's enrollment in or continued participation in the Evergreen Wrap Fee Program. Advisory personnel are compensated under Evergreen's regular employment arrangements, which may include salary and discretionary compensation, but no component of that compensation is directly tied to recommending the Program.

Evergreen's entire advisory business is conducted through a single Wrap Fee Program, and clients do not have the option to participate in a separate non-wrap advisory program sponsored by Evergreen. As a result, Evergreen's personnel do not receive more compensation for recommending the Program over another advisory program offered by Evergreen.

Neither Evergreen nor its personnel receive compensation from clearing brokers, ETF sponsors, mutual funds, or other third parties in connection with recommending the Program or investments held in Program accounts. Evergreen's sole compensation is the advisory fee paid by clients.

Like other asset-based advisory firms, Evergreen has a financial incentive to encourage clients to maintain and increase assets in accounts managed by Evergreen because its fees increase as assets under management increase. Evergreen is also incented to try to convert Evergreen.ai Users into Wrap Program paying Clients. Evergreen addresses these conflicts through its fiduciary duty and its suitability and account-monitoring processes.

Item 5: Account Requirements and Types of Clients

Evergreen provides the Program to individuals, high-net-worth individuals, and corporations who have entered into an Investment Advisory Agreement with Evergreen. Evergreen has a \$100,000 minimum balance requirement to establish a relationship, which may be changed at the Firm's discretion. Evergreen reserves the right to decline or discontinue engagements at its sole discretion if it is determined that the relationship is not appropriate or aligned with its service. The Wrap Fee Program applies only to Clients under the Investment Advisory Agreement; Evergreen.ai is not part of the Program and is available to Clients and non-Clients alike at no charge, without a minimum balance requirement. See Item 4 above for additional information.

Item 6: Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection and Evaluation

Evergreen is the sponsor of the Evergreen Wrap Fee Program and the sole portfolio manager for all Program accounts. Evergreen does not select, recommend, or retain unaffiliated sub-advisers or third-party portfolio managers. Accordingly, clients are not assigned among multiple portfolio managers, and Evergreen does not maintain a process for selecting or replacing portfolio managers within the Program.

Because Evergreen is the only portfolio manager, all Program accounts are managed through Evergreen's investment process and are subject to Evergreen's supervisory, compliance, and account review procedures. Accounts are managed on a fully discretionary basis in light of each client's investment objectives, risk tolerance, time horizon, financial circumstances, tax considerations, and any applicable account restrictions. Evergreen has a financial interest in managing Program assets itself and retaining the Wrap Fee, which creates a conflict of interest. Evergreen addresses this conflict through its fiduciary duty, suitability process, ongoing account monitoring, and compliance oversight.

B. Related Persons Acting as Portfolio Manager

Evergreen, as a related person and the sponsor of the Program, has a financial interest in managing Program assets itself and retaining the Wrap Fee. This creates a conflict of interest because Evergreen has an incentive to recommend and maintain client assets in the Program. Evergreen addresses this conflict through its fiduciary duty, suitability process, ongoing account monitoring, and compliance oversight.

Evergreen does not use composite or other portfolio manager performance information to select among multiple portfolio managers for the Program, and no third party reviews portfolio manager performance for that purpose, because no multiple-manager selection process exists. Evergreen does not charge performance-based fees. Although Evergreen manages multiple client accounts, its policies and procedures are designed to ensure investment decisions and trade allocations are made fairly and equitably across accounts.

C. Standard of Conduct for Portfolio Managers

Evergreen's investment approach is based on each client's investment objectives, risk tolerance, time horizon, financial circumstances, and tax considerations. Evergreen generally constructs diversified portfolios using equities, fixed income instruments, cash equivalents, ETFs, money market mutual funds, and government securities, and may employ tax-loss harvesting, gain deferral, asset location, and rebalancing. Investing in securities involves risk of loss that clients should be prepared to bear.

Please refer to additional information found in the following Items of ADV Part 2A, which accompanies this Wrap Brochure: Item 4 – Advisory Business; Item 6 – Performance-Based Fees and Side-By-Side Management; Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.

Item 7: Client Information Provided to Portfolio Managers

Evergreen is the sponsor and sole portfolio manager for the Wrap Fee Program. Because Evergreen does not use third-party or unaffiliated portfolio managers, it does not provide client information to any outside portfolio manager.

In managing Program accounts, Evergreen uses the client information it obtains through the account opening process and throughout the advisory relationship, including the client's investment objectives, risk tolerance, time horizon, financial circumstances, tax considerations, account characteristics, and any reasonable account restrictions communicated by the client. Evergreen updates this information as needed based on information provided by the client, periodic reviews, and other communications or changes in the client's circumstances.

Item 8: Client Contact with Portfolio Managers

Evergreen is the sponsor and sole portfolio manager for the Evergreen Wrap Fee Program. Clients may contact and consult directly with Evergreen regarding the management of their accounts. Evergreen does not place any restrictions on a client's ability to contact or consult with Evergreen as portfolio manager.

Item 9: Additional Information

A. Disciplinary and Other Financial Industry Activities and Affiliations

Evergreen and its management persons have not been a party to any legal or disciplinary event that would be material to a client's or prospective client's evaluation of Evergreen's advisory business or the integrity of its management.

Neither Evergreen nor its management persons are registered as a broker-dealer, broker-dealer representative, futures commission merchant, commodity pool operator, or commodity trading adviser.

Evergreen is a wholly owned subsidiary of Evergreen Wealth Corporation, which provides certain technology, marketing, and administrative support services including the technology underlying Evergreen.ai, a service offered directly by Evergreen at no charge and outside of the Wrap Fee Program. This relationship creates a conflict of interest, as Evergreen may have an incentive to use its parent company's services rather than seeking alternative providers. Evergreen manages this conflict by ensuring that services obtained from

Evergreen Wealth Corporation are fair, reasonable, and in the best interests of Clients as well as Users of Evergreen.ai.

Evergreen also has an incentive to use Evergreen.ai to encourage Users to become Clients and enroll in the Program. See Item 4 for additional information regarding this conflict.

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Evergreen has adopted a code of ethics under Rule 204A-1 designed to promote compliance with securities laws and Evergreen's fiduciary duty to clients. The code addresses matters such as confidentiality, insider trading, gifts and entertainment, outside business activities, pre-clearance of employee securities transactions and political contributions, and reporting of personal holdings, transactions, and brokerage accounts. Because Evergreen employees may buy or sell securities for their own accounts that are the same as, or different from, securities recommended to clients, conflicts of interest can arise, and Evergreen addresses those conflicts through its code of ethics and related supervisory procedures. A copy of the code of ethics is available to clients and prospective clients upon request.

Program accounts are monitored at least monthly for consistency with each client's strategy and investment objectives, and formal comprehensive reviews are conducted at least annually by Evergreen's investment professionals. Additional reviews may occur in response to significant market, economic, or political developments or when large deposits or withdrawals materially affect an account's allocation. Clients receive account statements from the clearing broker and should review those statements carefully.

Evergreen does not receive economic benefits from third parties in connection with the investment advice it provides to clients and does not compensate unaffiliated third parties for client referrals or leads.

Evergreen has no financial commitment that impairs its ability to meet its contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy petition.