

Item 1: Cover Page

Nectarine Financial, Inc.

Form ADV Part 2A Brochure

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This brochure provides information about the qualifications and business practices of Nectarine Financial, Inc. If you have any questions about the contents of this brochure, please contact us at the telephone number or email address listed above. 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. Nectarine Financial, Inc. is a registered investment adviser, but registration does not imply a certain level of skill or training.

Additional information about Nectarine Financial, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov and by searching for CRD# 327155.

Item 2: Material Changes

In this Item, Nectarine Financial, Inc. (the “Adviser”) is required to identify and discuss material changes since filing its last annual amendment. Though this is the Adviser’s first annual amendment, it has the following material changes to report since its initial application for registration as an investment adviser:

- The Adviser no longer exclusively refers prospective advisory clients to third-party investment advisers as a solicitor / promoter, but now renders financial planning services directly through Nectarine’s own investment adviser representatives (“Nectarine IARs”). Various updates have been made to this brochure as a result.

Item 3: Table of Contents

Item 1: Cover Page	1
Item 2: Material Changes	2
Item 3: Table of Contents	3
Item 4: Advisory Business	4
Item 5: Fees and Compensation	5
Item 6: Performance-Based Fees & Side-By-Side Management	6
Item 7: Types of Clients	7
Item 8: Methods of Analysis, Investment Strategies & Risk of Loss	8
Item 9: Disciplinary Information	10
Item 10: Other Financial Industry Activities & Affiliations	11
Item 11: Code of Ethics, Participation or Interest in Client Transactions & Personal Trading	12
Item 12: Brokerage Practices	13
Item 13: Review of Accounts	14
Item 14: Client Referrals and Other Compensation	15
Item 15: Custody	16
Item 16: Investment Discretion	17
Item 17: Voting Client Securities	18
Item 18: Financial Information	19

Item 4: Advisory Business

- A. Nectarine Financial, Inc. (the “Adviser,” “we,” “us,” or “our”) is an investment adviser founded in 2023, registered with the U.S. Securities and Exchange Commission (“SEC”), and principally owned by Jeremy Schneider, Shane Sideris, and Vivi Ton.
- B. We match prospective advisory clients (“Clients”) to other registered investment advisers (“Third-Party Advisers”) or our own advisory personnel (“Nectarine IARs”). We initially present Clients with a list of available Third-Party Advisers and Nectarine IARs through our interactive website platform (<https://hellonectarine.com/>) (the “Platform”) based on certain initial screening information collected from Clients. After reviewing the profiles of Third-Party Advisers and Nectarine IARs, Clients will select the specific Third-Party Adviser or Nectarine IAR to engage for financial planning services.

We will then facilitate the collection of various additional information from Clients (such as investment objectives, age and life stage, professional background, current asset value, and income levels) on behalf of the Third-Party Adviser or Nectarine IAR selected by Clients. Clients determine whether to enter into an advisory relationship with any Third-Party Adviser or Nectarine IAR presented or made available to them in their sole and absolute discretion.

As between Clients and Third-Party Advisers, we act as an intermediary and provide such services as meeting coordination and facilitation, video conference hosting, fee billing, and administrative support. As part of our vetting process, we determine whether the Third-Party Advisers we work with are registered as investment advisers. We do not review the ongoing performance of the Third-Party Adviser selected by a Client and do not arrange or effect transactions for any Client accounts. Clients will receive a copy of the Third-Party Adviser’s Form ADV Part 2 (and Form CRS, if applicable), privacy notice, and other applicable disclosure documents, and should be aware that they can obtain additional investment advisory services directly from other advisers of their choice.

The financial planning services rendered either through a Third-Party Adviser or directly through us are generally inclusive of securities asset allocation recommendations as well as other financial planning topics as applicable, and typically take the form of a one-hour consultation or a longer engagement during which a comprehensive financial plan is developed and delivered to a Client.

- C. Adviser does not participate in any wrap fee programs.
- D. We do not have any regulatory assets under management.

Item 5: Fees and Compensation

Clients will generally incur (i) a one-time flat fee for a one hour consultation with a Third-Party Adviser or Nectarine IAR that generally ranges from \$50 to \$750, or (ii) a one-time flat fee for a comprehensive financial planning engagement across multiple meetings with a Third-Party Adviser or Nectarine IAR that generally ranges up to \$10,000. If you elect to engage a Third-Party Adviser, we will share a portion of the fee we collect from you with the Third-Party Adviser. The specific amount to be paid by us to the Third-Party Adviser will vary, and you should review the associated disclosure that will be provided to you in connection with the referral we make. Please also review the advisory agreement of the Third-Party Adviser(s) we refer for a complete description of the advisory fees you will be charged. Clients referred to a Third-Party Adviser by us will receive a disclosure statement that details the fee payment arrangement between us and the Third-Party Adviser. If you elect to engage a Nectarine IAR for financial planning services, your fee will be specified in our financial planning agreement.

Clients should be aware that they may incur additional fees and costs imposed by other independent and unaffiliated third-parties to the extent Clients elect to act on the financial planning recommendations rendered. Such other fees and costs may include, for example, brokerage and other transaction costs, qualified custodian fees, mutual fund or exchange traded fund fees and expenses, mark-ups and mark-downs, spreads paid to market makers, wire transfer fees, check-writing fees, early-redemption charges, certain deferred sales charges on previously-purchased mutual funds, margin fees, charges or interest, IRA and qualified retirement plan fees, and other fees and taxes on brokerage accounts and securities transactions.

Neither we nor any of our supervised persons accept compensation for the sale of securities or other investment products.

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

Neither Adviser nor any of its supervised persons accepts performance-based fees (fees based on a share of capital gains or capital appreciation of the assets of a client).

Item 7: Types of Clients

Adviser generally provides its services to individuals and high-net worth individuals. We do not have any applicable minimum account value requirement. Please note that a Third-Party Adviser may separately impose minimum account value requirements should a Client choose to engage such Third-Party Adviser.

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

- A. The investment strategies recommended by Adviser when formulating financial planning recommendations generally include long-term asset allocation using low-cost, index-based exchange traded funds (“ETFs”) or mutual funds. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance does not guarantee future returns.
- B. Like any investment strategy, long-term asset allocation using low-cost, index-based ETFs or mutual funds involves material risks. Such material risks are described in further detail below:

- i. Investing for the long term means that a client’s account will be exposed to short-term fluctuations in the market and the behavioral impulse to make trading decisions based on such short-term market fluctuations. Adviser does not condone short-term trading in an attempt to “time” the market, and instead coaches clients to remain committed to their financial goals. However, investing for the long term can expose clients to risks borne out of changes to interest rates, inflation, general economic conditions, market cycles, geopolitical shifts, and regulatory changes.
- ii. Inflation risk is the risk that the value of a client’s portfolio will not appreciate at least in an amount equal to inflation over time. General micro- and macro-economic conditions may also affect the value of the securities held in a client’s portfolio, and general economic downturns can trigger corresponding losses across various asset classes and security types. Market cycles may cause overall volatility and fluctuations in a portfolio’s value, and may increase the likelihood that securities are purchased when values are comparatively high and/or that securities are sold when values are comparatively low. Geopolitical shifts may result in market uncertainty, lowered expected returns, and general volatility in both domestic and international securities. Regulatory changes may have a negative impact on capital formation and increase the costs of doing business, and therefore result in decreased corporate profits and corresponding market values of securities.
- iii. Investing in mutual funds does not guarantee a return on investment, and shareholders of a mutual fund may lose the principal that they’ve invested into a particular mutual fund. Mutual funds invest into underlying securities that comprise the mutual fund, and as such clients are exposed to the risks arising from such underlying securities. Mutual funds charge internal expenses to their shareholders (which can include management fees, administration fees, shareholder servicing fees, sales loads, redemption fees, and other fund fees and expenses, e.g.), and such internal expenses subtract from its potential for market appreciation. Shares of mutual funds may only be traded at their stated net asset value (“NAV”), calculated at the end of each day upon the market’s close.

Investing in ETFs bears similar risks and incurs similar costs to investing in mutual funds as described above. However, shares of an ETF may be traded like stocks on the open market and are not redeemable at an NAV. As such, the value of an ETF may fluctuate throughout the day and investors will be subject to the cost associated with the bid-ask spread (the difference between the price a buyer is willing to pay (bid) for an ETF and the seller’s offering (asking) price).

Clients are encouraged to carefully read the prospectus of any mutual fund or ETF to be purchased for investment to obtain a full understanding of its respective risks and costs.

- C. We conduct due diligence on the Third-Party Advisers admitted to our Platform as well as their respective advisory personnel. For each Third-Party Adviser, we consider their experience in

providing financial planning and/or other investment advice, including their tenure, number of clients, investment philosophy, professional certifications, services offered, and other factors we deem relevant. We review the regulatory track record of Third-Party Advisers and do not accept advisory personnel with material disciplinary issues. However, our process for referring individuals to Third-Party Advisers cannot ensure that those advisers will perform as desired and we will have no control over the day-to-day operations of any Third-Party Advisers. The methods of analysis and investment strategies used by Third-Party Advisers will be disclosed in their respective brochure. For a complete description of a Third-Party Adviser's methods of analysis, investment strategies, and risk of loss, please refer to such Third-Party Adviser's brochure.

Item 9: Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of Adviser's advisory business or the integrity of Adviser's management.

Item 10: Other Financial Industry Activities & Affiliations

- A. Neither Adviser nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Adviser nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.
- C. Neither Adviser nor any of its management persons have any relationship or arrangement with any related person below:
 - i. broker-dealer, municipal securities dealer, or government securities dealer or broker
 - ii. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
 - iii. futures commission merchant, commodity pool operator, or commodity trading advisor
 - iv. banking or thrift institution
 - v. accountant or accounting firm
 - vi. lawyer or law firm
 - vii. insurance company or agency
 - viii. pension consultant
 - ix. real estate broker or dealer
 - x. sponsor or syndicator of limited partnerships>
- D. Shane Sideris is the Principal, Chief Compliance Officer, and investment adviser representative of Synchronous Wealth Advisors LLC ("Synchronous"), an investment adviser under common control with Adviser. Shane Sideris' activity with Synchronous is separate and independent from his activity with Adviser.

Because we earn referral fees from the Third-Party Advisers to whom we refer Clients, it creates a financial incentive for us to refer Clients to such Third-Party Advisers that have agreed to compensate us, and therefore creates a conflict of interest. To the extent we pay certain Third-Party Advisers less than others relative to the fee we collect from Clients, this creates an incentive to refer you to such Third-Party Advisers. We also have a financial incentive to present you with Nectarine IARs so we do not have to share any financial planning fees with Third-Party Advisers and can instead retain the entirety of such fees. We also have a financial incentive to present you with Nectarine IARs that charge a higher flat or hourly rate compared to other Nectarine IARs that charge a lower flat or hourly rate, which creates a conflict of interest. We address these conflicts of interest by fully disclosing them in this brochure, by additionally disclosing the compensation arrangement with applicable Third-Party Advisers at the time a referral is made, by fully disclosing the flat or hourly rate that a Nectarine IAR will charge, and by only referring Clients to advisers we believe to be in Clients' best interests.

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

- A. Adviser has adopted a code of ethics that will be provided to any Client or prospective client upon request. Adviser's code of ethics describes the standards of business conduct that Adviser requires of its supervised persons, which is reflective of Adviser's fiduciary obligations to act in the best interests of its clients. The code of ethics also includes sections related to compliance with securities laws, reporting of personal securities transactions and holdings, reporting of violations of the code of ethics to Adviser's Chief Compliance Officer, pre-approval of certain investments by access persons, and the distribution of the code of ethics and any amendments to all supervised persons followed by a written acknowledgement of their receipt.
- B. Neither Adviser nor any of its related persons recommends to clients, or buys or sells for client accounts, securities in which Adviser or any of its related persons has a material financial interest.
- C. From time to time, Adviser or its related persons will invest in the same securities (or related securities such as warrants, options or futures) that Adviser or a related person recommends to clients. This has the potential to create a conflict of interest because it affords Adviser or its related persons the opportunity to profit from the investment recommendations made to clients. Adviser's policies and procedures and code of ethics address this potential conflict of interest by prohibiting such trading by Adviser or its related persons if it would be to the detriment of any client and by monitoring for compliance through the reporting and review of personal securities transactions. In all instances Adviser will act in the best interests of its clients.
- D. Since neither Adviser nor its supervised persons buy or sell securities for client accounts, neither Adviser nor its supervised persons are in a position to do so at or about the same time that Adviser or a related person buys or sells the same securities for its own (or the related person's own) account. Therefore, Adviser believes that this potential conflict of interest has been substantially eliminated.

Item 12: Brokerage Practices

We do not recommend or utilize the services of broker-dealers.

Because we do not trade in any Client accounts, we are not afforded the opportunity to engage in any order aggregation practices.

Item 13: Review of Accounts

When financial planning services are to be rendered by a Nectarine IAR, we do not monitor Client accounts after making our financial planning recommendations. When financial planning services are to be rendered by a Third-Party Adviser, we do not monitor or otherwise review Client accounts. Clients are encouraged to proactively reach out to their respective Third-Party Adviser through the Platform to discuss any changes to their personal or financial situation.

Clients' custodial broker-dealer should send account statements and reports directly no less frequently than quarterly. Such statements and reports will be mailed to Clients at their address of record or delivered electronically, depending on the Client's election. We do not provide Clients any additional reports.

Item 14: Client Referrals and Other Compensation

- A. We will enter into contractual agreements to act as a promoter/solicitor for Third-Party Advisers. Pursuant to these agreements, our compensation is derived entirely from client fees but is reduced by the portion that we in-turn pay to Third-Party Advisers. The specific amount to be paid to the Third-Party Adviser to us will vary, and Clients should review the associated disclosure that will be provided to them in connection with the referral we make. Please also review the advisory agreement of the Third-Party Adviser(s) we refer for a complete description of the advisory fees you will be charged. Clients referred to a Third-Party Adviser by us will receive a disclosure statement that details the fee payment arrangement between us and the Third-Party Adviser.
- B. We have established relationships with various independent and unaffiliated third-parties ("Promoters") that are engaged to promote and refer prospective clients to Nectarine through various online channels. Upon execution of a written Promoter Agreement with us, Promoters are provided with a unique hyperlink (the "Promoter Referral Link"), which shall facilitate our ability to track which prospective clients originated from each respective Promoter. The Promoter's promotion and referrals shall be made exclusively through the Promoter's dissemination of the Promoter Referral Link. Any prospective client who (a) clicks the Promoter Referral Link and creates a free account with us within thirty (30) days of such Promoter Referral Link click, and (b) enters into an advisory agreement with us as a direct result of the Promoter's efforts, shall be identified as a "Referred Client" for purposes of calculating the compensation that we will pay to the Promoter. We do not have any responsibility to accept any prospective client referred by a Promoter.

For the referral services provided by a Promoter, we will pay to such Promoter ten percent (10%) of the gross advisory fees we receive from each Referred Client (the "Referral Fee") for one (1) year, starting on the effective date of the fully-executed advisory agreement between such respective Referred Client(s) and us.

Each Promoter is obligated to provide a disclosure alongside the dissemination of the Promoter Referral Link that describes the Promoter's status as a client or non-client, the financial incentive and conflict of interest the Promoter has to disseminate the Promoter Referral Link and promote / refer prospective clients to us, as well as the Referral Fee. We address the conflicts of interest with Promoters by fully disclosing them in this brochure, by requiring certain representations and covenants in the agreement signed with each Promoter, and by maintaining corresponding written policies and procedures.

Item 15: Custody

At no time will we accept custody of a Client's funds or securities in the capacity of a custodial broker-dealer or otherwise, and at all times advisory accounts will be held by a third-party qualified custodian.

Item 16: Investment Discretion

Since we do not manage any Client funds, securities, or other assets, we do not have discretion over any such Client funds, securities, or other assets. To the extent that a Third-Party Adviser exercises discretionary authority with respect to a Client's funds, securities, or other assets, such discretionary authority will only be conferred pursuant to a written limited power of attorney and/or appropriate grants of authority in the advisory agreement signed as between a Client and a Third-Party Adviser.

Item 17: Voting Client Securities

- A. Adviser does not have and will not accept authority to vote client securities.
- B. Clients will receive their proxies or other solicitations directly from their custodial broker-dealer or a transfer agent, as applicable, and should direct any inquiries regarding such proxies or other solicitations directly to the sender or to the applicable Third-Party Adviser.

Item 18: Financial Information

- A. Adviser does not require or solicit prepayment of more than \$1,200 in fees per Client, six months or more in advance.
- B. Adviser has no financial condition that is reasonably likely to impair its ability to meet contractual commitments to Clients.
- C. Adviser has not been the subject of a bankruptcy petition at any time during the past ten years.