

Item 1 – Cover Page

**Part 2A of Form ADV
Brochure for:**

Evergreen Money Advisors

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This Brochure provides information about the qualifications and business practices of Evergreen Money Advisors (“Evergreen” or the “Firm”). If you have any questions about the contents of this Brochure, please contact the Firm at the address 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

Since the Firm's initial registration on November 8, 2023, this Brochure dated March 4, 2024 has been updated to discuss Evergreen's business practices as a large investment advisor.

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Item 4 – Advisory Business

A. Description of the Advisory Firm

Evergreen Money Advisors (“the Advisor” or “the Company”) is a Delaware corporation formed in 2023. The Company is a wholly owned subsidiary of Evergreen Money Corporation. Evergreen Money Corporation provides banking services through its sponsor bank, Coastal Community Bank. The Company was formed to provide investment advisory services focused on the management of individual investment accounts. The Company also provides short-term cash management and credit management advice with respect to funds held or credit extended by banking and brokerage partners.

B. Types of Advisory Services

The Advisor provides two types of advisory services to advisory clients (each a “Client” and collectively the “Clients”): “Investment Accounts” and “Treasuries Accounts” (collectively, “Accounts”). Investment Accounts will be invested in a portfolio consisting primarily of individual securities (including publicly traded stocks, bonds, exchange traded funds and government securities) owned directly by the Client and recommended by the Company based on the Client’s response to online investment questionnaires and other communications from the Client. Treasuries Accounts include a checking account (“Evergreen Bank Account”) offered by Evergreen Money Corporation through its bank sponsor, Coastal Community Bank, where the Company will direct the purchase and sale of U.S. treasury securities as a cash management program for Clients.

C. Client Tailored Services and Client Imposed Restrictions

Advisory services are tailored to achieve the Clients’ investment objectives. Upon intake, the Client will complete a suitability questionnaire which prompts investment into the corresponding investment model.

D. Wrap Fee Programs

The Advisor does offer wrap fee programs. Clients participating in both programs will pay a “Wrap Fee,” meaning that Clients will pay one fee to the Advisor which will encompass both the investment management services provided by the Advisor and the brokerage and transaction costs associated with the purchase and sale of securities in the Accounts. The Wrap Fee will be calculated as a percentage of the assets under management in the Client’s Accounts (Assets Under Management or “AUM”), which the percentage will differ based upon the type of assets, the size of the Client’s relationship, and/or any promotional or negotiated reductions. The associated fees of the wrap fee program is detailed below in Item 5.

E. Amounts Under Management

As of March 4, 2024, Evergreen has approximately \$102,763,142 of assets under management on a discretionary basis.

Item 5 – Fees and Compensation

A. Fee Schedule

The fees and compensation payable to the Advisor are negotiable and vary among its Clients. However, the range of compensation is generally as follows:

1. Wrap fee

As mentioned above, the Advisor offers wrap fee programs.

The Wrap Fee scales for each of the products is outlined below. The broker and custodian for Investments Accounts will be DriveWealth, LLC (“DriveWealth”). The broker and custodian for Treasuries Accounts will be Jiko Securities, Inc. (“Jiko”)(collectively “Custodians”). Both Custodians are broker dealers registered with the Financial Industry Regulatory Authority (“FINRA”). Further, from time to time, the Adviser may elect to use a different custodian which will be disclosed to the relevant Client. Associated fees will be disclosed as they are made aware to the Adviser.

For Investment Accounts, the Wrap Fee will vary based on the size of the Client’s relationship:

- Relationships under \$100,000 – 6 bps per month
- Relationships between \$100,000 and \$1.0 million – 5 bps per month
- Relationships over \$1.0 million – 4 bps per month

For the Treasuries Accounts, the Wrap Fee for all customers will be:

- 3 bps per month

The Wrap Fee will be collected by direct debit from the respective Client accounts (investment fees from respective DriveWealth account, and treasury fees from the respective Jiko account). monthly in arrears or at liquidation if the account is closed at a time prior to the date the direct debit would occur. The Wrap Fee is inclusive of all investment management fees charged by the Advisor as well as all brokerage and transaction fees associated with the investing and rebalancing of Accounts paid to the Custodians of such accounts, as discussed below. The Company may, from time to time and in its sole discretion, reduce the monthly fee for individual Clients or segments of Clients. The Advisor reserves the right to reduce or negotiate fees with individual Clients and may offer incentives or discounts to Clients based on specific factors including but not limited to the size of the account, the length of the relationship, the Client’s engagement with the Advisor’s affiliates or participation in a promotional program.

The Wrap Fees charged by the Advisor may be more or less expensive than if the Client were to enter an arrangement to pay a management fee and brokerage fees separately based on the total assets under management and the volume of trading conducted in the account. Depending on the frequency and volume of trades in a Client account, the Advisor may receive all, a portion, or none of the Wrap Fee charged as compensation for its investment advisory services.

As part of its fiduciary duty to Clients, the Advisor will monitor trading activity in the Accounts and may adjust Client fees where the Advisor deems appropriate relative to the facts and circumstances around monitored activity.

2. Termination Fees

The investment management agreement between the Advisor and the Client may be terminated by either party pursuant to the terms and conditions of the customer agreement. There will be no fees for termination of the Accounts, but Clients may be charged fees by the custodians to liquidate and transfer assets in accordance with the corresponding written account agreements.

3. Additional Fees

Minimum Balance Fee

Failure to maintain a minimum relationship balance of at least \$10,000 in any given month will result in a fee being assessed by Evergreen Money Corporation to the Client's Evergreen Bank Account.

Additional Custodial Fees

While the Wrap Fee outlined above covers all brokerage and custodial fees associated with the investment advisory services provided, there may be additional fees charged to Clients directly by the custodians related to the establishment, maintenance, and termination of the Client's account, including returned check and wire and asset transfer fees.

A full schedule of all fees charged by or passed through to the Client by Evergreen Money Corporation, the Company, and the custodians will be made available to Clients prior to the establishment of the Accounts and the banking relationship.

Investment Fees and Expenses

Client accounts invested into ETFs and open-ended mutual funds will pay additional fees and expenses charged by those investment vehicles, in addition to the Wrap Fee assessed by the Advisor. The Advisor will take into consideration the fees and expenses charged by an investment vehicle when considering the appropriateness for the Client.

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

The Advisor 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, including accounts with different fee arrangements. The management of multiple Client accounts creates a conflict of interest because the Advisor may have an incentive to favor one Client account over another. The Advisor reviews investment decisions for the purpose of ensuring that all Accounts with substantially similar investment objectives are treated equitably. The performance of similar Accounts is also regularly compared to determine whether there are any unexplained significant discrepancies.

Item 7 – Types of Clients

The Advisor provides investment advisory services to individuals and business entities. Evergreen Money Corporation requires a minimum of \$10,000 to open and maintain an account on the platform. In addition to the Minimum Balance Fee noted above, in the event that a Client fails to meet the minimum relationship balance requirement for six (6) consecutive months, Evergreen Money Corporation and the Company reserve the right to terminate the relationship in accordance with the provisions of the account agreement.

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

A. Methods of Analysis

The Firm's investment platform offers taxable, traditional IRA, and Roth IRA accounts, with custom portfolios created for each Client based on their risk tolerance, sector weighting, and tax preferences. Clients can choose from stocks and fixed income ETFs as part of their investment vehicles. Each month, the Advisor's system automatically inspects each Account to ensure that it is within the strategy and asset allocation related to the Client's risk tolerance, or if it has drifted too far from the strategy. If there has been significant drift away from the Client's strategy, the portfolio will be rebalanced by buying and selling securities as appropriate to bring the Client back to their strategy. Portfolios are automatically rebalanced monthly with adjustments available as necessary in response to significant inflows or outflows. Clients retain the flexibility to modify their investment preferences at any time, and our advisory team is available for assistance when needed.

B. Investment Strategies

Investment Accounts

As noted previously, the Advisor offers investment advice based on individual Client's risk tolerance, time horizons and other relevant factors. To obtain this information, the Advisor will ask Clients to complete Client online questionnaires that detail the Client's investment objectives, risk profile, and other relevant information. Based on this information, the Advisor will invest the customer in selected equity-based portfolios that match the customer information obtained through online questionnaires. The Advisor maintains discretionary authority regarding the amount, timing, and direction of all trading in the Investment Account.

Performance of the portfolios will be monitored periodically for performance relative to the market.

Periodically, the Advisor will conduct a rebalancing of each customer portfolio as determined necessary or advisable by the Advisor to preserve consistency with the Client's investment objectives.

Treasuries Accounts

Cash balances in the Client's Evergreen Checking Account will be invested into U.S. Treasury securities with an aim at generating income on the cash balances. The Treasury Account and corresponding Evergreen Bank Account are a requirement to be a Client of the Advisor. The Advisor maintains discretionary authority regarding the amount, timing, and direction of all trading in the Treasury Account.

C. Risks of Investments and Strategies Utilized

Investing in securities involves risk of loss that Clients should be prepared to bear.

Investment and trading risk factors may include:

General Investment and Trading Risks. Clients may invest in securities and other financial instruments using strategies and investment techniques with significant risk characteristics. The investment program utilizes such investment techniques as option transactions, margin transactions, short sales, forwards, leverage and derivatives trading, the use of which can, in certain circumstances, maximize the adverse impact to which a Client may be subject.

Common Stocks and Equity-Related Securities. Prices of common stock react to the economic conditions of the company that issued the security, industry and market conditions, and other factors and may fluctuate widely. Investments related to the value of stocks may rise and fall based on an issuer's actual and anticipated earnings, changes in management, the potential for takeovers and acquisitions, and other economic factors. Similarly the value of other equity-related securities, including preferred stock, warrants and options may also vary widely.

Exchange Traded Funds. Exchange-traded funds ("ETFs") are a type of index fund bought and sold on a securities exchange. The risks of owning an ETF generally reflect the risks of owning the underlying securities they are designed to track, although lack of liquidity in an ETF could result in it being more volatile and ETFs have management fees that increase their costs. ETFs are also subject to other risks, including: (i) the risk that their prices may not correlate perfectly with changes in the underlying index; and (ii) the risk of possible trading halts due to market conditions or other reasons that, in the view of the exchange upon which an ETF trades, would make trading in the ETF inadvisable.

Highly Volatile Markets. The prices of financial instruments can be highly volatile. Price movements of forward and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. Clients are also subject to the risk of failure of any of the exchanges on which their positions trade or of its clearinghouses.

Use of Leverage and Financing. A client may pledge its securities in order to borrow additional funds for investment purposes. Any event which adversely affects the value of an investment by the client would be magnified to the extent the client is leveraged. The cumulative effect of the use of leverage by a client in a market that moves adversely to the

client's investments could result in a substantial loss that would be greater than if the client were not leveraged.

Counterparty Risk. Transactions may be affected in "over-the-counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. This exposes clients to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing clients to suffer a loss.

Cybersecurity Risk. The information and technology systems of the Advisor and of key service providers to the Advisor and its clients, including banks, broker-dealers, custodians and their affiliates, may be vulnerable to potential damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. For instance, cyber-attacks may interfere with the processing or execution of the Advisor's transactions, cause the release of confidential information, including private information about clients, subject the Advisor or its affiliates to regulatory fines or financial losses, or cause reputational damage. Additionally, cyberattacks or security breaches (e.g., hacking or the unlawful withdrawal or transfer of funds), affecting any of the Advisor's key service providers, may cause significant harm to the Advisor, including the loss of capital. Similar types of cybersecurity risks are also present for issuers of securities in which the Advisor may invest. These risks could result in material adverse consequences for such issuers and may cause the Advisor's investments in such issuers to lose value. Although the Advisor has implemented various measures designed to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, it may be necessary for the Advisor to make a significant investment to fix or replace them and to seek to remedy the effect of these issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the operations of the Advisor or its Client accounts and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information, which may result in identity theft.

Effects of Health Crises and Other Catastrophic Events. Health crises, such as pandemic and epidemic diseases, as well as other catastrophes that interrupt the expected course of events, such as natural disasters, war or civil disturbance, acts of terrorism, power outages and other unforeseeable and external events, and the public response to or fear of such diseases or events, have and may in the future have an adverse effect on clients' investments and the Advisor's operations. For example, any preventative or protective actions that governments may take in respect of such diseases or events may result in periods of business disruption, inability to obtain raw materials, supplies and component parts, and reduced or disrupted operations for Client portfolio companies. In addition, under such circumstances the operations, including functions such as trading and valuation, of the Advisor and other

service providers could be reduced, delayed, suspended or otherwise disrupted. Further, the occurrence and pendency of such diseases or events could adversely affect the economies and financial markets either in specific countries or worldwide.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of every risk involved in an investment with the Advisor. Clients should read the entire Brochure, investment agreement and other materials that may be provided by the Company.

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 its investment advisory business or the integrity of its management.

Item 10 – Other Financial Industry Activities and Affiliations

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

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

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

As mentioned previously, Evergreen Money Corporation is the parent company of the Advisor and provides banking services to Clients. Only those Clients participating in the Evergreen Money Corporation banking services are eligible to participate in the Company's investment advisory services, unless otherwise agreed upon by the Client and the Company.

D. Selection of Other Advisors or Managers

The Advisor does not utilize nor select other advisors or third-party managers. All assets are managed by the Advisor.

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

A. Code of Ethics

The Advisor has adopted a Code of Ethics (the "Code") pursuant to Rule 204A-1 under the Investment Advisers Act of 1940, as amended. The Code governs the activities of each

member, officer, director and employee of the Advisor (collectively, "Employees"). The Advisor holds its Employees to a high standard of integrity and business practices that reflects its fiduciary duty to the Client. In serving its Client, the Advisor strives to avoid conflicts of interest or the appearance of conflicts of interest in connection with the personal trading activities of its Employees and Client securities transactions. When persons covered by the Code engage in personal securities transactions, they must adhere to the following general principles as well as to the Code's specific provisions: (a) at all times the interests of Client must be paramount; (b) personal transactions must be conducted consistent with the Code in manner that avoids any actual or potential conflict of interest; and (c) no inappropriate advantage should be taken of any position of trust and responsibility. Employees covered by the Code have certain trading restrictions and reporting obligations of their personal securities transactions. Each Employee is provided with a copy of the Code and must annually certify that they have received it and have complied with its provisions. In addition, any Employee who becomes aware of any potential violation of the Code is obligated to report the potential violation to the Chief Compliance Officer.

The Advisor will provide a copy of its Code of Ethics to Clients and prospective Clients upon request. Such a request may be made by submitting a written request to the Advisor at the address on the cover page to this Brochure.

B. Recommendations Involving Material Financial Interests

Neither the Advisor nor its related persons recommend to Clients, or buys or sells for Client accounts, securities in which the Advisor or a related person has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

Although the Advisor's policies and procedures prohibit its Employees and related persons from trading ahead of Clients in the same instruments that the Advisor buys or sells for Client accounts. However, there may be circumstances in which the Advisor, its Employees and/or related persons have holdings in the same instruments that the Advisor buys or sells for Client accounts, and it or they may own securities, or options on securities, of issuers whose securities are subsequently bought for Client accounts because of the Advisor's recommendations regarding a particular security. The Advisor's policy as to such transactions is that neither the Advisor nor any of its Employees or related persons are to benefit from price movements that may be caused by transactions for Client accounts or otherwise the Advisor addresses this conflict by requiring Employees to sign and adhere to the Advisor's Code of Ethics and to report personal securities holdings.

D. Trading Securities At/Around the Same Time as Clients' Securities

As discussed above, from time to time, the Advisor, its Employees, or related persons of the Advisor may buy or sell securities for themselves that the Advisor also recommends to the Client. The Advisor will always document any transactions that could be construed as conflicts of interest and will always transact Client business before the business of its Employees and/or related persons when similar securities are being bought or sold.

Item 12 – Brokerage Practices

A. Factors Used to Select or Recommending Broker-Dealers

The Advisor's investment advisory services consist solely of providing, and recommending, a selection of portfolios for investment to the Client. The Company has engaged the custodians to provide brokerage services to the program.

The custodians will route orders to various exchanges or market centers for execution and will regularly review the quality of execution to ensure that it is seeking to obtain the best execution of the Advisor's Client transactions. While the custodians will, as described above, seek to obtain best execution of the Advisor's Client transactions, Clients should be aware that, by the Advisor exclusively engaging with the custodians for all of its trading and rebalancing activities with respect to the portfolios, the custodians may not provide lowest possible transactions cost. However, as described below, the Advisor believes the selection of the custodians is in the best interest of the Advisor's Clients, given the expanded suite of services that the custodians will provide in connection with the Client accounts.

The custodians will be responsible for managing all of the account activities, including receipt and delivery of securities; receipt and payment of funds owed by or to the Advisor's Clients, and providing custody for securities and funds held by the Advisor's Clients in the program the Advisor will be responsible for monitoring all transactions in its Client accounts and for notifying the custodians if it believes that an error has been made in the trading. If the Advisor identifies a trading error, it will work with the custodians to ascertain the facts and resolve the error. To the extent appropriate given the facts and circumstances surrounding the error, the Advisor will work with the custodian to ensure that the error's impact on the Customer is minimized. If there is a realized gain to the Client as a result of a trading error, the Client will keep the gain.

B. Research and Other Soft Dollar Benefits

The Advisor does not engage in the use of "soft dollars" or commission sharing agreements.

C. Brokerage for Client Referrals

The Advisor does not consider, in selecting or recommending broker-dealers, Client referrals from a broker-dealer. The Advisor may receive referrals in the future and if it does it will appropriately amend this Brochure.

D. Directed Brokerage

The Advisor does not accept directed brokerage arrangements. Securities transactions are executed by brokers selected by the Advisor in its discretion and without the consent of the Clients. The Advisor may enter into directed brokerage arrangements only in its discretion.

E. Aggregating Trading for Multiple Client Accounts

The Advisor does not aggregate orders.

Item 13 – Review of Accounts

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

Client accounts are reviewed daily to ensure consistency with the Client's strategy and performance objectives. Asset allocation, cash management, market prospects and individual issue prospects are considered. The formal reviews are conducted by investment personnel at least annually.

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

Reviews may take place more frequently if triggered by economic, market, or political conditions.

C. Content and Frequency of Regular Reports

Each Client's custodian provides monthly statements to Clients showing the assets in each Client account, the market value, and each account's performance for the quarter.

Item 14 – Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties

The Advisor does not receive any economic benefit, directly or indirectly from any third party for advice rendered to the Client.

B. Compensation to Non-Advisory Personnel for Client Referrals

Currently, neither the Advisor nor its related persons directly or indirectly compensate any person who is not advisory personnel for Client referrals. If in the future the Advisor enters such arrangements, this Brochure will be appropriately amended.

Item 15 – Custody

All Client funds and securities will be held in custody by the Custodians. Clients wishing to engage the Company to provide investment advisory services will be required to establish an Evergreen Bank Account with Evergreen Money Corporation's banking service provider, Coastal Community Bank, via separate agreement ("Banking Agreement"). The Banking Agreement provides Evergreen Money Corporation with the ability to direct funds for investment into custodial accounts at the Bank, DriveWealth, and Jiko as necessary to provide the services elected by the Client, including daily investment of cash balances. As Evergreen Money Corporation and the Company are under common control, the Advisor will be deemed to have custody over its Clients' accounts. As such, the Company will be subject to the provisions of Rule 206(4)-2 of the Investment Advisers Act ("the Custody Rule") and will ensure a surprise audit of all Client accounts by a PCAOB registered auditor will be undertaken on an annual basis.

All Clients will have access to real time reporting on the transactions in their accounts via the online platform and will receive at least monthly statements from the Custodians, Evergreen Money Corporation's partner bank, and a summarization of those statements from the Company. All Clients should carefully review and compare each such statement to ensure that the information contained in such statements is accurate and does not contain any discrepancies.

Item 16 – Investment Discretion

The Advisor provides investment advisory services on a discretionary basis to Clients. Please see Item 4 for a description of any limitations Clients may place on the Advisor's discretionary authority. Clients must complete a suitability questionnaire at the beginning of the relationship giving the Advisor discretionary authority to determine, without obtaining the consent of the Client: (i) which securities are brought or sold, (ii) the total amount of the securities bought or sold, and (iii) the Financial Institution used to buy and sell securities, and the rates paid for securities transactions.

Item 17 – Voting Client Securities

The Advisor does not have authority to vote proxies on behalf of the Clients. If in the future the Advisor obtains authority to vote proxies, this Brochure will be appropriately amended.

Item 18 – Financial Information

The Advisor 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.