

Evergreen Money Advisors Corporation

Form ADV Part 2A Wrap Fee Brochure

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This Wrap Fee brochure provides information about the qualifications and business practices of Evergreen Money Advisors Corporation (“the Advisor” or “the Company”). If you have any questions about the contents of this brochure, please contact Austen Caraker, the Advisor’s Chief Compliance Officer at the number above.

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

The Advisor is registered as an investment adviser with the United States Securities and Exchange Commission (the “SEC”) under the Investment Advisers Act of 1940 (the “Advisers Act”). Registration as an investment adviser with the SEC does not imply a certain level of skill or training. In addition, the information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

Item 2. Material Changes

This is the Advisor’s initial brochure therefore there are no material changes to report. This brochure reflects the anticipated business activities of the Company, but the Advisor is not yet managing client accounts. The Company has applied for SEC registration under the 120-day provision and will update this brochure in its entirety within 120 days of the effective date of its registration.

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Item 4. Services, Fees, and Compensation

Evergreen Money Advisors Corporation (“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 is the holding company for a variety of affiliated financial services firms which provide banking and investment services to individuals and small business entities. The Company was formed to provide software-based 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.

The Advisor anticipates providing two types of advisory services to 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 (“Checking 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.

a. Wrap Fee

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 anticipated 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. (collectively “Custodians”). Both Custodians are broker dealers registered with the Financial Industry Regulatory Authority (“FINRA”)

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

Relationships under \$100,000 – 5 bps per month
Relationships between \$100,000 and \$1.0 million – 4 bps per month
Relationships over \$1.0 million – 3 bps per month

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

4 bps per month

The Wrap Fee will be collected by direct debit from client accounts 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.

b. 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 our 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.

c. Additional Expenses

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 Checking 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 5. Account Requirements and Types of Clients

The Advisor is an internet-based investment advisor which provides investment advisory services to individuals and small 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 6. Portfolio Manager Selection and Evaluation

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, restrictions and other relevant information. On the basis of 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 Client's 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 Checking 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.

Item 7. Client Information Provided to Portfolio Managers

All client information and online questionnaires will be available to the staff of the Advisor charged with advising on client specific portfolios. Beyond the recommendation of specific portfolios, the Advisor will not provide individualized advice to any clients on the basis of the online questionnaires.

Item 8. Contact with Portfolio Managers

The Advisor is registering as an Internet-Based Investment Adviser, and therefore all advisory services will be provided via the Advisor's website or mobile application. The Advisor will provide written materials regarding

its program to clients via its website or mobile application and will provide a “Help Desk” for any issues with accessing accounts or using the technology. However, the Advisor will not provide specific investment advice or consult directly with any client and instead will limit its investment recommendations to the portfolios. The Advisor will advise solely the portfolios.

All clients of the program will have access to the website or mobile application to communicate desired modifications to their investments within the parameters established by the Company. On an annual basis, the Advisor will contact each client to verify the information provided in the prior online questionnaires and to solicit any changes in circumstances that could potentially have an impact on the selection of the portfolios.

The Advisor will vote proxies on behalf of clients participating in the program. The Advisor has engaged Institutional Shareholder Services (“ISS”) as its proxy voting service provider. The Advisor intends to vote in line with recommendations from ISS. Where the Advisor identifies a potential conflict of interest in the vote, or disagrees with ISS’s recommendation, the Advisor reserves the right to vote in a manner other than that recommended by ISS. The Advisor will make its proxy voting policies and procedures and its records of proxy votes available to all clients upon request.

Item 9. Additional Information

a. Methods of Analysis, Investment Strategies and Risk of Loss

Investment Accounts

The Advisor’s investment philosophy is based on four pillars of account management: (1) risk management, (2) diversification, (3) tax optimization and (4) individualization.

Risk Management. The Advisor believes that the single most important investment decision that an adviser can make is to properly assess the level of risk that is appropriate for the client. the Advisor has developed its portfolios to provide what we believe to be the appropriate balance between risk and return, based on factors such as a client’s income, assets, age, goals, tax rates, level of comfort with uncertainty.

Diversification. The Advisor believes that it is very difficult to consistently outperform the market over the long term. Instead of seeking alpha through stock picking, we advocate high diversification which we believe is best to pursue the benefits of investing in the market while aiming to reduce the volatility of a client’s portfolio.

Tax Optimization. The third pillar of our investment philosophy is a focus on after-tax returns. Without proper planning, taxes can consume a great portion of an investor’s returns.

Individualization. We will invest our clients funds based on the relevant risk tolerance, diversification, income, and life stage needs of the client as well as the four pillars of our investment philosophy.

Risk of Loss

All Investing involves a risk of loss, including the risk of principal. The Advisor expects to design portfolios to hold a diversified collection of securities which are appropriate for the client’s risk profile and investment objectives. Upon the Advisor’s receipt of a client’s financial situation, including its risk tolerance and investment objectives, the Advisor will recommend a particular portfolio or portfolios for such client to invest its funds. the Advisor will rely on the accuracy of the responses provided by the client in the client profile in connection with providing such investment advice.

The Advisor anticipates that the portfolios may be made up of individual publicly-traded stocks; government, corporate and municipal bonds; exchange traded funds (“ETFs”); and open-ended mutual funds.

ETF and mutual funds' performance may not exactly match the performance of the index or market benchmark that the fund is designed to track because 1) the fund will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the fund may, from time to time, temporarily be unavailable; and 3) specific to ETFs, supply and demand in the market for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF.

Certain fund strategies may from time to time include the purchase of fixed income, foreign securities, American Depositary Receipts, or other securities for which expenses and commission rates could be higher than normally charged for exchange traded equity securities, and for which market quotations or valuation may be limited or inaccurate. Clients should be aware that, to the extent they invest in ETFs or mutual fund securities, they will pay two levels of advisory compensation – the Wrap Fees charged by the Advisor plus any management fees charged by the issuer of the funds. This scenario may cause a higher advisory cost (and potentially lower investment returns) than if a client purchased the funds directly.

Funds typically include embedded expenses that may reduce the fund's net asset value, and therefore directly affect the fund's performance and indirectly affect the portfolio performance or an index benchmark comparison. Expenses of the fund may include management fees, custodian fees, brokerage commissions, and legal and accounting fees. Fund expenses may change from time to time at the sole discretion of the issuer.

Treasury Accounts

As noted previously, the Company is affiliated with Evergreen Money Corporation, a financial technology company that owns and operates the technology platform and offers banking services via its relationship with Coastal Community Bank as further detailed in Item 9(e). Evergreen Money Corporation intends to offer cash management services to clients where deposits into the Evergreen Money Corporation Checking Accounts are invested into U.S. Treasury securities with the Company providing the investment advisory services. As a result of a client's banking relationship with Evergreen Money Corporation, there is the potential that Evergreen Money Corporation and a client may end in an adversarial situation which will affect the client's relationship with the Company.

b. Disciplinary Information

The Advisor has not been involved in any legal or disciplinary events.

c. Advisory Affiliates

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.

d. Code of Ethics, Participation, or Interest in Client Transactions and Personal Trading

Pursuant to Rule 204A-1 of the Advisers Act, the Advisor has adopted a written Code of Ethics (the "Code") predicated on the principle that the Company owes a fiduciary duty to its clients. The Code is designed to address, disclose, and avoid potential conflicts of interest and is applicable to all officers, directors, members, partners or employees of the Advisor, as well as their immediate family members (collectively the "Covered Persons"). The Advisor requires its Covered Persons to act in the clients' best interests, abide by all applicable regulations and avoid any action that is, or could even appear to be, legally or ethically improper.

The Code also requires Covered Persons to: 1) pre-clear certain personal securities transactions, 2) report

personal securities transactions on a quarterly basis, and 3) provide the Advisor with a detailed summary of certain holdings (both initially upon commencement of employment and annually thereafter) over which such Covered Persons have a direct or indirect beneficial interest.

A copy of the Advisor's Code shall be provided to all clients on the platform, as well as any potential client, upon request.

e. Brokerage Practices

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

f. Review of Accounts

The Advisor anticipates the services to be offered via its technology platform and for clients to have immediate access to their investment information and accounts. the Advisor will incorporate the investment account into overall financial reporting provided to the client as part of its broader business relationship and accessible by the client in real time. Additionally, the Advisor will contact a client, no less than annually, to request that the client update the online questionnaires to ensure that any recommendation the Advisor provides is up to date with respect to the client. Furthermore, the Custodians, in their capacity as broker-dealer for the accounts, will provide trade confirmations and monthly account statements as required by FINRA and SEC regulations.

g. Client Referrals and Other Compensation

The Advisor anticipates creating partnerships and referral programs with its service providers and partners at a future point, but has not done so as of the date of this brochure. The Advisor may receive revenue sharing payments or compensation for inclusion of certain products in its portfolios.

h. 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 a Checking 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 overnight 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 quarterly 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 statement is accurate and does not contain any discrepancies.
