



WALSER WEALTH

A WEALTH MANAGEMENT ADVISORY

Challenging The Wisdom of Convention

Form ADV Part 2A – Disclosure Brochure

September 15, 2026

This Disclosure Brochure provides information about the qualifications and business practices of Walser Wealth Management Company, a Limited Liability Company (“Walser Wealth”, “Advisor”, “we”, “our” or “us” as the context requires.) If you have any questions about the contents of this Disclosure Brochure, please contact us at (866) 929-3258 or by email at info@walserwealth.com.

Walser Wealth is a Registered Investment Advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information to assist you in determining whether to retain Walser Wealth.

Additional information about Walser Wealth and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov.

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Item 2 – Material Changes

This Item summarizes the material changes made to this Disclosure Brochure since the last annual update filed on March 27, 2026. Part 2A (this document) describes Walser Wealth’s business practices and conflicts of interest. Part 2B (the Brochure Supplement) describes the advisory personnel of Walser Wealth. Part 3 (Form CRS, the Client Relationship Summary) is a separate document delivered to retail investors.

Material changes

Walser Wealth has the following material changes to report since our last annual update on March 27, 2026:

- Item 4: Corrected the description of our use of unaffiliated sub-advisers. A sub-adviser is engaged by, and is accountable to, Walser Wealth under a written sub-advisory agreement. A sub-adviser does not enter into an agreement with, and is not a manager designated on the account of, any Client.
- Item 4: Disclosed that we have terminated our co-advisory relationship with Foundations Investment Advisors, LLC and no longer allocate Client assets to that firm.
- Item 4: Disclosed our engagement of AE Wealth Management, LLC as our sub-adviser and investment platform provider, the services that firm provides to us, and the conflicts of interest arising from that relationship.
- Item 4: Removed the description of managed account programs sponsored by a custodian or other program sponsor, which we no longer offer.
- Item 4: Added disclosure of our affiliated entities, Walser Capital Group, LLC and Trust Law, PLLC.
- Items 4, 8, 12, 16 and 17: Added disclosure regarding options strategies in Client accounts.
- Items 4, 8, 12, 14 and 17: Added disclosure regarding fully paid securities lending programs offered by custodians.
- Item 5: Replaced the advisory fee breakpoint schedule, corrected the fee calculation formula, and corrected the account size at which the minimum annual fee exceeds our top scheduled rate.
- Item 5: Disclosed that our sub-adviser performs billing and fee payment processing for us, deducts the gross advisory fee from Client accounts, retains its platform fee and any third-party model manager fee from that amount, and remits the balance to us. Clarified that a sub-adviser’s fee is paid out of our advisory fee and is not an additional charge to the Client, and that no sub-adviser pays any portion of its compensation to us.
- Item 5 and Item 10: Corrected the description of our sub-adviser platform fee and disclosed the resulting conflict.
- Item 7: Corrected the list of Client types to include pension and profit sharing plans, corporations and other business entities, consistent with the services described in Item 4.
- Item 8: Added the risks of investing through a third-party model delivery platform, of options strategies, and of participation in a securities lending program, and corrected our description of our investment strategy.
- Item 10: Added disclosure of Walser Capital Group, LLC as a related insurance agency and Trust Law, PLLC as a related law firm, together with the associated conflicts of interest and the compensation ranges applicable to insurance and annuity sales.
- Item 10: Added disclosure regarding our outsourced Chief Compliance Officer, including his provision of compliance and legal services to other unaffiliated investment advisers, and the conflicts of interest arising from that arrangement.
- Item 10: Added disclosure of the relationship between our insurance distribution and our sub-adviser. Our related insurance agency places insurance and annuity business through Advisors Excel, LLC and its affiliates, which are under common control with AE Wealth Management, LLC, the sub-adviser to which we allocate Client advisory assets. Added the resulting conflicts of interest and how we address them.
- Item 12: Corrected the description of directed brokerage to state that the Client, not Walser Wealth, selects the

custodian, and disclosed that accounts managed on our sub-adviser's platform must be held at a custodian that platform supports.

- Item 14: Corrected our description of our compensation method. Walser Wealth is a fee-based adviser. Walser Wealth is not a fee-only adviser. Disclosed the non-cash economic benefits we receive from our sub-adviser.
- Items 15, 16 and 17: Conformed the custody, discretion and proxy voting disclosures to our use of a sub-adviser and to the limited custody arising from our authority to deduct advisory fees.

Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at <http://adviserinfo.sec.gov>.

To review the firm information for Walser Wealth:

- Click **Investment Advisor Search** in the left navigation menu.
- Select the option for **Investment Advisor Firm** and enter **206518** (our firm's CRD number) in the field labeled "Firm IARD/CRD Number".
- This will provide access to Form ADV Part 1 and Part 2.
- Item 11 of the ADV Part 1 lists legal and disciplinary questions regarding the Advisor.
- In the left navigation menu, Form ADV Part 2 is located near the bottom.

You may also request a copy of this Disclosure Brochure at any time, by contacting us at (866) 929-3258 or by email at info@walserwealth.com.

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Item 4 - Advisory Services

A. Firm Information

Walser Wealth was founded in January 2015 and is a registered investment adviser with the SEC and is organized as a limited liability company (LLC) under the laws of the State of Delaware and registered as a foreign entity in Florida. Walser Wealth is solely owned by Rebecca Walser, Member. Ms. Walser also owns Walser Capital Group, LLC, a licensed insurance agency, and Trust Law, PLLC, a law firm. Those entities are related persons of Walser Wealth and are described in Item 10 below. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Walser Wealth. In January 2026, Walser Wealth engaged Ernest J. C'DeBaca as an outsourced Chief Compliance Officer. Mr. C'DeBaca is not an employee of Walser Wealth. He is a supervised person of Walser Wealth for purposes of Rule 206(4)-7(c) under the Advisers Act and provides his services through a separate consulting firm that he owns. That arrangement, and the conflicts of interest arising from it, are described in Item 10 below.

B. Advisory Services Offered

Walser Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, pension & profit sharing plans and corporations in Florida and other states (each referred to as a "Client").

Financial Planning and Consulting Services

Walser Wealth will typically provide a variety of financial planning services to individuals and families, pursuant to a written Financial Planning or Consulting Agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives, risk tolerance and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for clients based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, tax planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed, or financial consultation rendered, to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Walser Wealth may also refer Clients to an accountant, an outside attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within three months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to effect the transaction through the Advisor.

Account Portfolio Management

Walser Wealth evaluates and selects mutual funds and exchange-traded funds for inclusion in Client portfolios only when they determine such inclusion is appropriate for the Client's goals, objectives, risk tolerance and financial situation. Walser Wealth employs a passive investment strategy that emphasizes diversification among many asset classes. Walser Wealth will work with the Client to determine an appropriate asset allocation. Asset allocation is a term used to refer to how an investor distributes investments among various classes of investment vehicles (e.g.,

stocks and bonds). This investment design should be based upon the investor's capacity for taking risk and involves taking the risk preferences, tax situations, and lifetime objectives of each client into account. Our objective is to help investors develop customized portfolio solutions aimed at managing risks and costs.

See Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information on the Walser Wealth investment methods.

Walser Wealth's investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client. Walser Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to the acceptance by the Advisor.

Prior to rendering investment advisory services, Walser Wealth will ascertain, in conjunction with the Client, the Client's financial situation, risk tolerance, and investment objective[s].

Walser Wealth will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will Walser Wealth accept or maintain custody of a Client's funds or securities. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client Investment Advisory Agreement.

Use of Unaffiliated Investment Advisory Firms as Sub-Advisers

Walser Wealth, at its discretion, may delegate the discretionary management of all or a portion of a Client's account to one or more unaffiliated investment advisory firms (each, a "Sub-Adviser"). Walser Wealth engages each Sub-Adviser under a written sub-advisory agreement between Walser Wealth and the Sub-Adviser. The Client does not enter into an agreement with the Sub-Adviser, is not billed by the Sub-Adviser, and has no contractual relationship with the Sub-Adviser. Walser Wealth remains responsible for the continuing supervision of the Client's account and for the actions of the Sub-Adviser with respect to the assets it manages.

The Sub-Adviser's fee is paid by Walser Wealth out of the advisory fee the Client pays to Walser Wealth. It is not an additional charge to the Client. No Sub-Adviser pays, rebates, shares, or credits any portion of its compensation to Walser Wealth or to any related person of Walser Wealth, and Walser Wealth receives no other cash compensation from any Sub-Adviser. Our related insurance agency does receive compensation from insurance marketing organizations that are under common control with our Sub-Adviser, and that relationship, which is a material conflict of interest, is described in Item 10.E. Non-cash benefits we receive from our Sub-Adviser are described in Item 14.

Because Walser Wealth pays the Sub-Adviser out of its own fee, engaging a Sub-Adviser reduces the amount Walser Wealth retains, while allocating the same assets to a proprietary model managed in-house allows Walser Wealth to retain more of the fee. This creates a financial incentive to favor our proprietary models over a model or strategy managed by an unaffiliated third party. Walser Wealth addresses this conflict through documented due diligence on each Sub-Adviser and on each proprietary model, investment committee oversight, ongoing performance monitoring, and our fiduciary obligation to act in the Client's best interest. Each Client receives the Sub-Adviser's Form ADV Part 2A brochure at or before the time assets are first allocated to that Sub-Adviser and annually thereafter. Walser Wealth may appoint, replace, or terminate a Sub-Adviser at any time and will notify the Client of any such change. Upon a Client's written direction, Walser Wealth will refrain from appointing, or will terminate, any Sub-Adviser to the extent permitted under its agreement with that Sub-Adviser.

Our Sub-Adviser and Investment Platform

In August 2026, Walser Wealth engaged AE Wealth Management, LLC ("AEWM") as its Sub-Adviser under a written Master Subadvisory Services Agreement. AEWM is an SEC-registered investment adviser located at 2950 SW McClure Road, Suite B, Topeka, Kansas 66614 (CRD No. 282580). AEWM is not affiliated with Walser Wealth, and neither firm owns any interest in the other.

Through AEWM, Walser Wealth has access to model portfolios managed by AEWM, model portfolios and

separately managed account strategies managed by unaffiliated third-party managers, custom indexing, and an alternative investments platform. AEWB also makes available a facility through which Walser Wealth may operate its own proprietary models as “Advisor Managed Models,” together with custody arrangements through third-party custodians, account opening and trading technology, performance reporting and a client portal, and business process support including client billing and fee payment processing. AEWB’s billing role is described in Item 5.

Walser Wealth, and not AEWB, is the investment adviser to each Client. AEWB does not provide individualized investment advice to any Client and does not evaluate any Client’s financial circumstances, objectives, or suitability. Walser Wealth remains solely responsible for determining each Client’s objectives and suitability, for the advice and recommendations given, for selecting the models and managers used in each account, and for the continuing supervision of each account. Under our agreement with AEWB, AEWB does not act as a fiduciary to Walser Wealth except with respect to its trading in connection with rebalancing events.

Where a Client’s assets are invested in a model made available through AEWB, the Client’s advisory agreement must grant Walser Wealth discretionary authority sufficient to permit trading in connection with rebalancing events without consulting the Client in advance, and must permit Walser Wealth to delegate that authority to AEWB or to the applicable model manager solely to the extent necessary to implement a rebalancing event. Rebalancing decisions for a third-party model are made by that model’s manager, and the composition of the model and all trading signals for it are the responsibility of that manager rather than of AEWB or Walser Wealth.

AEWB may add, change, or remove a model from its platform at any time and may discontinue or replace any of the services it provides. If a model is removed and Walser Wealth does not give substitute instructions, the affected assets will be placed in a sleeve that Walser Wealth manages directly, and Walser Wealth will be responsible for managing those assets until it gives further instructions. The related risks are described in Item 8.

Prior Sub-Adviser

Until August 2026, Walser Wealth allocated Client assets to Foundations Investment Advisors, LLC (“Foundations”), an unaffiliated SEC-registered investment adviser located in Phoenix, Arizona (CRD No. 175083). That relationship has been terminated. Walser Wealth no longer allocates any Client assets to Foundations, no longer offers any Foundations model or strategy, and no longer delivers the Foundations Form ADV Part 2A brochure or Form CRS with its own disclosure documents. Clients whose accounts were managed through Foundations received written notice of the change. The transition did not change the advisory fee those Clients pay to Walser Wealth.

Options Strategies

Options are contracts that give the holder the right, and impose on the writer the obligation, to buy or sell a security at a stated price on or before a stated date. At a Client’s request, and where the Client has been approved for options transactions by the Custodian at the level required for the strategy, Walser Wealth will implement covered options strategies in the Client’s account. Those strategies are limited to the writing of covered call options against securities already held in the account, the writing of cash-secured put options, and the purchase of protective put options and collars against a concentrated position. Walser Wealth does not write uncovered or naked options, does not purchase options for speculation, and does not employ options as a primary investment strategy.

Options are available only where the Client so elects. Options are not part of our standard portfolio management service, are not used in our proprietary models, and are not available within a model or separately managed account strategy managed by AEWB or by a third-party manager. Before any options transaction is effected, the Client must execute the Custodian’s options agreement, be approved by the Custodian for the applicable options trading level, and receive the Options Clearing Corporation disclosure document “Characteristics and Risks of Standardized Options.” Certain strategies require a margin account, and certain strategies are not permitted in an individual retirement account or in an account subject to the Employee Retirement Income Security Act of 1974. The risks of options are described in Item 8.

Securities Lending Programs

Certain Custodians offer a fully paid securities lending program under which a Client may lend fully paid long securities positions held in the Client’s account to the Custodian or its affiliate, which in turn lends them to borrowers in the securities lending market. The Client receives a portion of the revenue the Custodian earns on the loan, and the Custodian retains the remainder. Participation is voluntary, is available only where the Custodian offers the

program and the Client qualifies for it, and requires the Client to execute the Custodian's separate securities lending agreement and to receive the Custodian's program disclosures. Walser Wealth does not sponsor, operate, or select the borrowers in any securities lending program.

Walser Wealth receives no portion of the revenue generated by any securities lending program, and neither Walser Wealth nor any related person receives any compensation, fee share, rebate, or other economic benefit from any Custodian in connection with a Client's participation. Securities on loan remain assets of the Client's account and remain subject to Walser Wealth's advisory fee. Because the advisory fee continues to be charged on the value of securities that are out on loan, Walser Wealth has a financial incentive to encourage participation in a lending program rather than a strategy that would reduce the assets in the account. The material risks of participation, including the loss of Securities Investor Protection Corporation coverage on loaned securities, the loss of the right to vote loaned securities, and the recharacterization of dividends as substitute payments, are described in Item 8, and the proxy consequences are described in Item 17.

Managed Account Programs

Walser Wealth does not participate in, and does not recommend to Clients, any managed account program under which the Client enters into a separate agreement with a program sponsor and pays a program fee in addition to Walser Wealth's advisory fee. All third-party management is provided through the sub-advisory arrangement described above, under which the Client contracts only with Walser Wealth and pays only Walser Wealth's advisory fee.

Proprietary Model Portfolio Management

Walser Wealth offers proprietary investment models developed and managed in-house. These models are constructed using diversified asset allocation principles and may incorporate strategic and tactical allocation adjustments. Walser Wealth maintains full discretion over portfolio construction, security selection, and rebalancing decisions within these models.

The use of proprietary models creates a conflict of interest because we have an incentive to allocate client assets to strategies managed internally rather than by or through third-party managers. Walser Wealth mitigates this conflict through documented due diligence, investment committee oversight, ongoing performance monitoring, and a fiduciary obligation to act in the Client's best interest.

Business Retirement Plans

Walser Wealth will work with business Clients to develop, design and implement a retirement savings plan for its employees. Walser Wealth provides objective financial advice to plan sponsors and senior management regarding issues involving benefit plan options, wealth accumulation strategies for employees and participant education. Walser Wealth will evaluate a sponsor's current plan and recommend changes, if necessary. Walser Wealth may also provide consulting regarding new plans for companies that have not previously offered retirement plan benefits.

C. Client Account Management

Prior to engaging Walser Wealth to provide investment advisory services, each Client is required to enter into an Investment Advisory Agreement that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Policy Statement ("IPS") – Walser Wealth, in connection with the Client, may develop a statement that summarizes the Client's investment goals and objectives along with the broad strategy[ies] to be employed to meet their objectives. An IPS generally includes specific information about the Client's stated goals, time horizon for achieving the goals, investment strategies, risk tolerance and any restrictions imposed by the Client.
- Asset Allocation – Walser Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and risk tolerance for each Client.
- Portfolio Construction – Walser Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.

- Investment Management and Supervision – Walser Wealth will provide investment management and ongoing oversight of the Client’s portfolio and overall account. In certain cases, portfolio management will be provided by a managed account program selected by Walser Wealth and the Client.

D. Wrap Fee Programs

Walser Wealth does not manage a wrap fee program.

E. Assets Under Management

As of September 15, 2026, the most recent date for which such calculations are provided pursuant to securities regulations, Walser Wealth manages the following assets:

Assets Under Management	Assets
Discretionary Assets	\$339,238,101
Non-Discretionary Assets	\$0
Total	\$339,238,101

Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for investment management. Each Client shall sign an Investment Advisory Agreement that details the responsibilities of Walser Wealth and the Client.

A. Fees for Advisory Services

Account Portfolio Management

The Firm charges an annual advisory fee based on assets under management (“AUM”). Fees are generally billed monthly in arrears based on the average daily balance of the account during the prior monthly period.

Walser Wealth is deemed to have limited custody solely as a result of its authority to deduct advisory fees directly from client accounts. Clients authorize this in writing, and Walser Wealth maintains safeguards consistent with Rule 206(4)-2.

Unless otherwise provided in the applicable advisory agreement, the annual fee is calculated under the following marginal breakpoint schedule: 1.20% on the first \$1,000,000 of AUM; 1.05% on the next \$1,000,000 of AUM; 1.00% on the next \$1,000,000 of AUM; 0.90% on the next \$1,000,000 of AUM; 0.85% on the next \$1,000,000 of AUM; 0.75% on the next \$2,500,000 of AUM; 0.65% on the next \$2,500,000 of AUM; and 0.50% on AUM above \$10,000,000.

Assets Under Management	Annual Rate
Less than \$1,000,000	1.20%
\$1,000,000 to less than \$2,000,000	1.05%
\$2,000,000 to less than \$3,000,000	1.00%
\$3,000,000 to less than \$4,000,000	0.90%
\$4,000,000 to less than \$5,000,000	0.85%
\$5,000,000 to less than \$7,500,000	0.75%
\$7,500,000 to less than \$10,000,000	0.65%
\$10,000,000 and above	0.50%

Under this structure, each rate applies only to the portion of assets within the applicable tier, not to total account assets. Accordingly, as account size increases, the client's blended effective advisory fee rate generally declines. The maximum annual rate Walser Wealth will charge under any advisory agreement is 1.20%.

The fee for each billing period is calculated by multiplying the average daily balance of the account during the period by the annual rate expressed as a decimal, and then multiplying that product by the number of days in the period divided by 365. For example, an account with an average daily balance of \$100,000 at a rate of 1.20% for a 26-day period would be charged $\$100,000 \times 0.0120 \times (26/365)$, or \$85.48.

The Firm may, in its discretion, aggregate related accounts for breakpoint purposes, including certain household, family, or affiliated accounts, where appropriate and agreed. The Firm also may negotiate, waive, or vary fees for certain clients based on factors such as service complexity, related account relationships, anticipated additional assets, historical or legacy arrangements, institutional relationships, or other business considerations. As a result, clients may pay different advisory fees for similar services.

Investment Advisory Fees in the first month of service are prorated from the inception date of the account to the end of the first month. Fees may be negotiable at the discretion of Walser Wealth. The Client's fees will take into consideration the aggregate assets under management with Walser Wealth. All securities held in accounts managed by Walser Wealth will be independently valued by the designated Custodian. Walser Wealth will not have the authority or responsibility to value portfolio securities. The minimum fee is \$1,000 for all accounts. For accounts with AUM less than approximately \$83,333, this minimum fee represents an effective annual rate higher than the 1.20% top rate of the schedule above.

When using the services of other investment advisory firms as sub-advisers, the Sub-Adviser's fee is paid by Walser Wealth out of the advisory fee described above and is not an additional charge to the Client. The Client pays no incremental amount by reason of the engagement of a Sub-Adviser or of any model manager made available through a Sub-Adviser. No Sub-Adviser and no model manager pays any portion of its compensation to Walser Wealth or to any related person of Walser Wealth. Our related insurance agency does, however, receive compensation from insurance marketing organizations under common control with our Sub-Adviser, as described in Item 10.E.

B. Fees Paid to Our Sub-Adviser; How the Fee Is Deducted

Walser Wealth determines the gross advisory fee applicable to each Client under the schedule above and under the Client's advisory agreement, and instructs AEWM of that fee. For accounts held on the AEWM platform, AEWM performs billing and fee payment processing on our behalf. Monthly in arrears, and based on the average daily balance of the account during the billing period, AEWM causes the gross advisory fee to be deducted from the Client's account. From that amount AEWM retains the platform fee payable to it, retains or pays any fee payable to a third-party model manager or other service provider engaged in connection with the account, and remits the balance to Walser Wealth. The amount deducted from the Client's account is the gross advisory fee stated in the Client's advisory agreement. The platform fee and any model manager fee are paid out of that amount and are not additional charges to the Client. The Client therefore pays no more because Walser Wealth uses AEWM or a third-party model than the Client would pay if Walser Wealth managed the same assets itself.

AEWM's platform fee is charged to Walser Wealth as a percentage of the total Client assets Walser Wealth holds on the AEWM platform. The percentage declines in tiers by reference to those total assets, the applicable rate is reset periodically by AEWM based on actual billable assets. Crossing a threshold therefore reduces Walser Wealth's cost on its entire platform balance at once. Walser Wealth accordingly has a financial incentive to place Client assets on the AEWM platform and to keep them there. This conflict is described further in Item 10. In addition, because a model managed by a third-party manager may carry a manager fee that a model Walser Wealth manages itself does not, Walser Wealth retains more of the Client's fee when it manages the assets itself. Walser Wealth addresses these conflicts through documented due diligence on each model and manager, investment committee oversight, ongoing performance and cost monitoring, and its fiduciary obligation to act in each Client's best interest.

Financial Planning and Consulting Services

As noted above, financial planning and consulting fee are invoiced by the Advisor and are due upon receipt.

C. Other Fees and Expenses

Custodians and other third-party service providers may charge additional or miscellaneous fees, such as an exchange process fee, in connection with a Client's account. Where an account is held on the AEWWM platform, those charges are added to the platform fee that Walser Wealth pays and are borne by Walser Wealth rather than charged separately to the Client, except for the custodial and execution charges the Client bears directly as described above. Options transactions are subject to the Custodian's per-contract commissions, assignment and exercise fees, and regulatory fees, all of which are borne by the Client and are separate from and in addition to Walser Wealth's advisory fee. Securities lent under a Custodian's fully paid securities lending program remain in the Client's account, remain subject to Walser Wealth's advisory fee, and generate lending revenue that the Custodian shares with the Client under the Custodian's program terms; Walser Wealth receives no portion of that revenue.

D. Advance Payment of Fees and Termination

Either party may terminate an advisory, planning, or consulting agreement at any time by providing written notice to the other party. Separately, a Client may terminate the agreement without penalty and without incurring any fee within five (5) business days after signing it. Upon termination, the Client will incur charges for bona fide advisory services rendered through the effective date of termination, prorated as applicable, and those fees are due and payable by the Client. Because advisory fees are billed monthly in arrears and no fees are collected in advance, there will ordinarily be no prepaid fee to refund. Any fee that has been prepaid for services not rendered will be refunded on a pro rata basis within thirty (30) days.

E. Compensation for Sales of Securities

Other than the Investment Advisory Fees noted above, Walser Wealth does not buy or sell securities and does not receive any compensation for securities transactions in any Client account. Walser Wealth itself receives no commission, Rule 12b-1 fee, sub-transfer agency payment, revenue share, securities lending revenue, or other third-party payment in connection with assets under its management. Separately, Ms. Walser and certain of our supervised persons are licensed insurance agents and, through our related insurance agency, receive commissions on the sale of insurance and annuity products. Those commissions are not advisory fees, are paid by the issuing carrier, and are described in Item 10 below. As a result of that compensation, Walser Wealth is a fee-based adviser and is not a fee-only adviser.

Retirement Rollover Conflicts of Interest

When recommending a rollover from an employer-sponsored retirement plan or from another retirement account, the Firm has a financial incentive because it will receive advisory compensation it would not otherwise receive. Where a rollover is implemented through the purchase of an insurance or annuity product, our related insurance agency and the supervised person involved also receive an insurance commission and the additional insurance marketing organization compensation described in Item 10.E. That compensation is a separate financial incentive, and it is paid by a corporate family that also supplies the advisory platform on which we would otherwise manage the rolled-over assets, so we are compensated either way and are compensated differently depending on which recommendation the Client accepts. Clients should consider investment options, fees, services, and protections available under the existing plan before proceeding. We address this conflict by applying the impartial conduct standards of Prohibited Transaction Exemption 2020-02 to all rollover recommendations, by documenting in writing the specific reasons a recommended rollover is in the Client's best interest, and by providing that documentation to the Client. Please note that you are not under any obligation to roll over a retirement account to an account managed by us.

Item 6 - Performance-Based Fees

Walser Wealth does not charge performance-based fees for its investment advisory services. **The fees charged by Walser Wealth are as described in Item 5 - Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client.**

Item 7 - Types of Clients

Walser Wealth provides investment advisory services to the following types of Clients:

- Individuals, High Net Worth Individuals, Personal Trusts and Estates – private investors, investing their personal assets
- Pension and profit sharing plans, including plans subject to the Employee Retirement Income Security Act of 1974 and individual retirement accounts
- Corporations and other business entities, including plan sponsors engaging us for the business retirement plan services described in Item 4

Walser Wealth does not manage any proprietary investment funds or limited partnerships.

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

A. Methods of Analysis

Walser Wealth primarily utilizes diversified asset allocation strategies implemented through mutual funds, exchange-traded funds (“ETFs”), and, where appropriate, proprietary model portfolios. The Firm may incorporate tactical asset allocation adjustments based on market conditions.

Mutual Funds and ETFs – Walser Wealth generally invests its Clients’ assets with mutual funds and ETFs that pursue investment approaches that are diversified among multiple strategies, asset classes, regions, industry sectors and securities. Mutual funds and ETFs are selected primarily for their ability to replicate a given index or sector. The research of economists and academics will be used to evaluate an index or sector, and an appropriate fund selected to meet that research. Walser Wealth typically seeks passive investment options that provide low cost, tax efficient exposure to an asset class.

Bond Fund Due Diligence – Walser Wealth may invest Client assets with bond fund managers that may or may not pursue a passive investment strategy. In selecting a bond fund and allocating assets to that fund, Walser Wealth considers both quantitative and qualitative factors including:

- Relative performance during various time periods and market cycles
- Industry reputation
- Experience and training of staff investment professionals
- The clarity of, and adherence to, a viable investment philosophy
- Risk management process
- Portfolio management capabilities
- Fee structure
- Any other factor deemed appropriate by Walser Wealth

Walser Wealth may use various databases and other sources of information in order to facilitate the discovery process on each investment manager, strategy or product utilized by Walser Wealth .

B. Investment Strategies

Walser Wealth's analysis is based on research from leading economists and academics. This research suggests that investment returns are determined principally by asset allocation, not market timing or stock selection. Walser Wealth adheres to the following principles: Price risk factors determine the expected rate of return; and diversification across numerous sectors of the market principally determines results in the portfolio.

Walser Wealth's primarily uses tactical asset allocation as their investment strategy. Elsewhere in this Brochure we have described our approach as passive. Those descriptions are reconciled as follows: Our core allocations are

implemented through low-cost, index-tracking mutual funds and exchange-traded funds; and we make active, tactical adjustments to the weightings among those holdings. We do not attempt to select individual securities on the basis of security-specific research.

C. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Walser Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

Walser Wealth primarily employs investment strategies that seek to limit risk to the risk inherent in domestic equity and international market risks. The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. For more information on our investment management services, please contact us at (866) 929-3258 or via email at info@walserwealth.com.

Additional Risks

Model Delivery and Third-Party Manager Risk. Where a Client's assets are managed under a model made available through AEWM, the composition of the model and the trading signals for it are determined by the model's manager. Walser Wealth does not control the manager's process, the timing of its rebalancing, or the securities it selects, and performs due diligence and ongoing monitoring rather than day-to-day supervision of the manager's investment decisions. Model information, fact sheets and related materials are provided to Walser Wealth without warranty as to accuracy or completeness, and a model may be changed or withdrawn from the platform at any time. If a model is withdrawn, the affected assets will be held in a sleeve Walser Wealth manages directly until Walser Wealth gives substitute instructions, and during that period the account may not be managed in accordance with the strategy the Client selected.

Service Provider and Operational Risk. Walser Wealth depends on AEWM for trading, account opening, performance reporting, and billing for accounts held on its platform. An interruption, error, or failure at AEWM, at a model manager, or at a Custodian could delay or prevent trading, produce inaccurate reporting, or result in an incorrect fee calculation. Walser Wealth maintains a business continuity plan and reviews the performance of its service providers, but it cannot eliminate this risk.

Options Risk. Options involve risks that are different from, and in some respects greater than, the risks of holding the underlying security. Writing a covered call limits the Client's participation in any appreciation of the underlying security above the strike price, and the option may be exercised at a time that is disadvantageous to the Client, including for income tax purposes, because the Client may be required to sell a low-basis position and realize gain. Writing a cash-secured put obligates the Client to purchase the underlying security at the strike price even if its market value has fallen well below that price, and the cash securing the put is unavailable for other use while the option is outstanding. Purchasing a protective put or establishing a collar costs the Client the premium paid, which reduces return if the anticipated decline does not occur, and a collar limits upside as well as downside. Options have finite lives and lose time value as expiration approaches, an option position may be difficult to close at a

favorable price in a thin or volatile market, and an option writer may be assigned at any time before expiration. Certain strategies require a margin account, in which case the Client is exposed to the additional risks of borrowing, including a demand for additional collateral and the forced liquidation of positions. Options transactions also generate transaction charges that reduce return. Clients should read the Options Clearing Corporation disclosure document "Characteristics and Risks of Standardized Options" before entering into any options transaction.

Securities Lending Risk. If a Client participates in a Custodian's fully paid securities lending program, the Client transfers legal title to the loaned securities to the borrower in exchange for collateral held by the Custodian. Loaned securities are not held in the Client's account and are not protected by Securities Investor Protection Corporation coverage while on loan; the Client instead relies on the collateral and on the Custodian's indemnity, if any, and bears the risk that the borrower fails to return the securities and that the collateral proves insufficient. The Client loses the right to vote the loaned securities for so long as they remain on loan and will not receive proxy materials for them, as described in Item 17. Payments the Client receives in lieu of dividends on loaned securities are substitute payments rather than dividends and are generally taxed as ordinary income rather than at qualified dividend rates, which may increase the Client's tax liability. The Custodian, and not the Client, determines which securities are lent and when, retains a portion of the lending revenue, and may recall or terminate a loan at any time; a recall in order to permit a sale may delay the sale. Lending revenue is not guaranteed and may be negligible for securities that are not in demand.

Item 9 - Disciplinary Information

There are no legal, regulatory or disciplinary events that are material to a Client's or prospective client's evaluation of Walser Wealth's business or the integrity of our management. Walser Wealth and its management have not been involved in any administrative enforcement proceedings. Walser Wealth and its management have not been involved in any Self-Regulatory Organization enforcement proceedings related to past or present investment clients. Walser Wealth and its advisory personnel value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider you engage. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. To review the firm information contained in ADV Part 1, select the option for Investment Adviser Firm and enter **206518** in the field labeled "Firm IARD/CRD Number". This will provide access to Form ADV Parts 1 and 2. Item 11 of the ADV Part 1 lists legal and disciplinary questions. You may also research the background of Rebecca Walser by selecting the Investment Adviser Representative and entering Rebecca Walser's Individual CRD# **2602608** in the field labeled "Individual CRD Number".

Item 10 - Other Financial Activities and Affiliations

A. Insurance Activities and Related Insurance Agency

Ms. Walser and certain of our supervised persons are licensed insurance agents. In that separate capacity they conduct insurance and annuity business through Walser Capital Group, LLC, a licensed insurance agency owned by Ms. Walser and therefore a related person of Walser Wealth. Walser Capital Group, LLC and its agents receive commissions from insurance carriers on the sale of insurance and annuity products, including products recommended to our advisory Clients. Those commissions are paid by the issuing carrier and are separate from and in addition to the advisory fees described in Item 5. Commissions typically equal between 3% and 7%, and in some cases more, of the premium or of the amount allocated to the product, varying by carrier, product type, and product duration. This is a conflict of interest because the commissions give them a financial incentive to recommend and sell you insurance products. The conflict operates in both directions: Assets that a Client moves into a commission-paying insurance or annuity product generally cease to be assets under our management, so such a recommendation produces an immediate commission while reducing our ongoing advisory fee. Commission rates also differ among products and carriers, which creates an incentive to recommend the product paying the higher commission. However, we attempt to mitigate any conflicts of interest to the best of our ability by placing your interests ahead of our own and by implementing policies and procedures that address this conflict. Additionally, they will inform you that you have the right to choose whether to act on the recommendation and

that you have the right to purchase recommended insurance through any licensed insurance agent or agency. We will disclose to you the compensation payable to us and our supervised persons in connection with any specific insurance or annuity product before you purchase it. Because we and our related persons receive this compensation, Walser Wealth is a fee-based adviser. Walser Wealth is not a fee-only adviser. Walser Capital Group, LLC places this business through insurance marketing organizations that are under common control with our Sub-Adviser, and receives compensation from them in addition to carrier commissions. That relationship is described in Item 10.E.

B. Legal Services and Related Law Firm

The main business of Walser Wealth and Rebecca Walser is to provide investment advisory services to its Clients. Rebecca is a licensed tax attorney and licensed insurance agent and provides legal and insurance services to Clients where warranted. Legal services are provided through Trust Law, PLLC, a law firm owned by Ms. Walser and therefore a related person of Walser Wealth, and only under a separate written legal engagement agreement. No legal fee is earned unless and until a Client signs that separate agreement, and no Client is obligated to sign one. Legal services provided by Trust Law, PLLC are not investment advisory services, and the attorney-client privilege does not extend to the investment advisory services provided by Walser Wealth. Rebecca spends 25% of her time providing legal services, 25% of her time providing insurance advisory services and 50% of her time providing investment advisory services. The commissions from insurance sales and fees as a tax attorney give Ms. Walser a financial incentive to recommend these services. Ms. Walser will attempt to mitigate any conflicts of interest to the best of her ability by placing your interests ahead of her own and through the implementation of policies and procedures that address this conflict. Additionally, Clients always retain the right to choose whether to act on any of the recommendations given and are under no obligation to use or purchase these services through Walser Wealth and are free to use any licensed insurance agent or tax attorney.

C. Recommendation or Selection of Other Investment Advisers

Walser Wealth, in providing the services agreed upon with the client, may allocate client assets to third-party sub-advisers to manage all or a portion of the managed assets in the client's account (hereafter, the "Sub-Adviser"). If this occurs, Walser Wealth will be responsible for the continuing supervision of the Client's account, and the actions of the Sub-Adviser in connection with the Client's account and the managed assets. Walser Wealth also will be responsible for the payment of any advisory fee or other charges of the Sub-Adviser with respect to the managed assets. Walser Wealth agrees that upon proper notice by the client, it will refrain from the appointment of, or terminate, as permitted under applicable contracts, any Sub-Adviser appointed pursuant to this authority.

Our Sub-Adviser is AE Wealth Management, LLC. AEWM is not affiliated with Walser Wealth. Until August 2026 we allocated Client assets to Foundations Investment Advisors, LLC; that relationship has been terminated, as described in Item 4.

No Sub-Adviser shares any portion of its advisory fee with us, and we receive no cash compensation of any kind from any Sub-Adviser. Our conflicts run the other way, and there are two of them. First, because we pay the Sub-Adviser out of our own advisory fee, we retain less when we engage a Sub-Adviser or a third-party model manager than when we manage the same assets ourselves, which gives us a financial incentive to favor our own models. Second, the platform fee we pay AEWM is tiered by the total Client assets we hold on its platform, and crossing a tier threshold reduces our rate on all of those assets at once, which gives us a financial incentive to place assets on that platform and to keep them there. That incentive is described in Item 5 and in Item 10. We also receive non-cash benefits from AEWM that are described in Item 14. There may be other third-party Sub-Advisers that may be suitable for you and that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered. This conflict of interest is primarily mitigated through written disclosures to Clients, by our ongoing comparative due diligence and ongoing monitoring of our third-party Sub-Advisers and our limits on advisory compensation set forth in Item 5 – Fees and Compensation.

AEWM is under common control with insurance marketing organizations through which our related insurance agency places insurance and annuity business. That relationship is a material conflict of interest and is described

separately in Item 10.E below.

D. Outsourced Chief Compliance Officer

Our Chief Compliance Officer, Ernest J. C'DeBaca, is not an employee of Walser Wealth. He serves as our outsourced Chief Compliance Officer under a written engagement with Regulatory Insight Advisors, LLC, a compliance consulting firm he owns, and he also provides legal services to Walser Wealth through SecurixLaw, PLLC, a law firm he owns. Rule 206(4)-7(c) under the Advisers Act requires that the individual designated as Chief Compliance Officer be a supervised person of the adviser. Mr. C'DeBaca is a supervised person of Walser Wealth and is subject to our Code of Ethics and our compliance policies and procedures. Neither Regulatory Insight Advisors, LLC nor SecurixLaw, PLLC is owned by, or under common control with, Walser Wealth.

Mr. C'DeBaca and his firms provide outsourced Chief Compliance Officer services, compliance consulting, and legal services to other investment advisers and financial services firms that are not affiliated with Walser Wealth. Some of those firms offer services similar to ours and may compete with Walser Wealth for clients, and one or more of them may be considered for engagement as, or may serve as, a Sub-Adviser or other service provider to Walser Wealth or to our Clients. He may also advise another adviser on the selection of the same sub-adviser, platform, or custodian that Walser Wealth uses. This arrangement presents the following conflicts of interest:

- Divided attention. Because he serves multiple clients, our Chief Compliance Officer devotes less than his full time to Walser Wealth, and the time he devotes to us varies.
- Compensation from the firm he oversees. Our Chief Compliance Officer is compensated by Walser Wealth, the firm whose compliance program he administers and tests. That gives him a financial incentive to avoid findings adverse to Walser Wealth or to avoid recommending remedial measures that Walser Wealth would resist.
- Duties to more than one firm. If an adviser he serves in another capacity is considered for or engaged as a Sub-Adviser or service provider to Walser Wealth, he would owe duties to both firms with respect to the same arrangement. He also has confidentiality obligations to each of those firms that limit what he may tell us about them.
- Separate legal fees. He earns legal fees through his law firm for legal work performed for Walser Wealth. Those fees are separate from his compliance fees and give him a financial incentive to identify matters that require legal work.

We address these conflicts as follows. The engagement is documented in a written agreement that specifies the scope of services and the compensation, and the compensation is a fixed fee that does not vary with the outcome of any review, testing result, or finding. Our Chief Compliance Officer reports directly to, and has direct and unimpeded access to, Walser Wealth's Managing Member, who is responsible for supervising his performance of the role and for the annual review required by Rule 206(4)-7(b). He performs a conflicts check before Walser Wealth engages any Sub-Adviser or material service provider, and where a conflict exists he recuses himself and arranges for independent review. He does not select investments for, exercise investment discretion over, or place trades in any Client account, and he has no authority to bind Walser Wealth. He maintains information barriers and does not disclose the confidential information of one client to another. Walser Wealth, and not our Chief Compliance Officer, retains ultimate responsibility for compliance with Rule 206(4)-7 and with the other requirements of the Advisers Act, and the fact that our Chief Compliance Officer is also a lawyer does not make our compliance records privileged or relieve us of our obligation to create and preserve them under Rule 204-2. Clients may request additional information regarding this arrangement by contacting us at any time.

E. Relationship Between Our Insurance Distribution and Our Sub-Adviser

Our related insurance agency, Walser Capital Group, LLC, places insurance and annuity business through Advisors Excel, LLC and its affiliates. Advisors Excel, LLC is an insurance marketing organization, also called an independent marketing organization or IMO, which contracts with insurance carriers and distributes their products through independent agencies such as ours. Our Sub-Adviser, AE Wealth Management, LLC, is under common control with Advisors Excel, LLC and with Asset Marketing Systems Insurance Services, LLC, which is also an insurance marketing organization. AE Financial Services, LLC, a broker-dealer, is under the same common control.

The consequence is that a single corporate family supplies two different parts of our business. It supplies the investment platform and sub-advisory services through which we manage Client advisory assets, for which we pay the platform fee described in Item 5. It also supplies the insurance distribution through which our related agency and our dually licensed supervised persons earn the insurance and annuity compensation described in Item 10.A. This is a material conflict of interest.

The specific ways this conflict operates are as follows:

- Placing Client advisory assets on the AE Wealth Management platform, and keeping them there, strengthens our overall commercial relationship with a corporate family from which our related agency derives insurance compensation. We therefore have a financial incentive to select AE Wealth Management, to retain it, and to place more Client assets on its platform.
- If we concluded that a different sub-adviser or platform were better or less expensive for Clients, terminating AE Wealth Management could affect our standing with its affiliated insurance marketing organizations and therefore the compensation our related agency receives from them. That gives us a financial incentive to retain them.
- Because our related insurance agency contracts through Advisors Excel, LLC and its affiliates, the insurance and annuity products we are positioned to recommend come principally from the carriers those organizations distribute. Products from carriers outside that network may be better suited to a particular Client, may pay less compensation, or may cost the Client less, and we are less likely to identify or to recommend them.
- In addition to the commissions described in Item 10.A, Walser Capital Group, LLC and our dually licensed supervised persons receive from Advisors Excel, LLC and its affiliates: Production-based overrides or bonuses; marketing, advertising, or expense allowances; lead generation, seminar, or workshop programs; practice management, coaching, or consulting services; technology or staffing subsidies; conference attendance, travel, lodging, meals, or entertainment. Some of that compensation increases as our insurance production increases. It gives us a financial incentive to recommend insurance and annuity products, to recommend products distributed through that network rather than others, and to recommend a greater volume of them than we otherwise would.
- Moving assets between the two sides pays us either way. A recommendation that a Client move assets out of an advisory account into an insurance or annuity product, or that a Client roll over a retirement account and purchase an annuity, produces compensation for our related agency through the same corporate family that supplies our advisory platform. We are compensated whichever course the Client takes, we are compensated differently depending on which course that is, and the difference between the two can be substantial.
- Our platform cost steps down as we place more Client assets on the platform, and the step applies to all assets. The rate we pay AE Wealth Management is set by tier according to the total Client assets we hold on its platform. When our platform assets cross a threshold, the lower rate applies to all of those assets and not only to the amount above the threshold, so crossing a threshold reduces our cost on the entire balance at once. We therefore have an incentive to move Client assets onto this platform, and to keep them there.

We address these conflicts as follows:

- We disclose it here, in our Form CRS, and in our client agreement, and we disclose the specific compensation payable to us and our supervised persons in connection with any particular insurance or annuity product before the Client purchases it.
- No Client is obligated to purchase any insurance or annuity product through us or to accept any recommendation, and any Client may purchase a recommended product through any licensed insurance agent or agency of the Client's choosing. Declining a recommendation does not affect the Client's advisory relationship with us.
- Before we recommend an insurance or annuity product, we document a written comparison of that product against alternatives, and we retain that comparison in the Client's file.
- A recommendation to move assets out of an advisory account and into an insurance or annuity product is reviewed and approved by a person other than the supervised person making the recommendation, and the

written basis for the recommendation is provided to the Client.

- We review our Sub-Adviser and platform arrangement at least annually against unaffiliated alternatives on cost, capability, and performance, and we document that review. It is conducted by our Chief Compliance Officer, who is independent of both our advisory revenue and our insurance revenue, and who receives no compensation from AE Wealth Management, LLC, Advisors Excel, LLC, or any affiliate of either.
- The platform fee we pay AE Wealth Management is set solely by the amount of Client advisory assets we hold on its platform. It is not reduced, rebated, credited, or otherwise affected by the volume of insurance or annuity business our related agency places through Advisors Excel, LLC or any of its affiliates, and the two arrangements are priced independently of one another. That limits the conflict described above. It does not eliminate it, because the advisory side of the arrangement carries the tiered incentive described above.
- Our fiduciary obligation requires us to act in each Client's best interest notwithstanding this conflict, and disclosure of the conflict does not relieve us of that obligation.

Item 11 - Code of Ethics, Participation in Client Transactions and Personal Trading

A. Code of Ethics

Walser Wealth has adopted and implemented a Code of Ethics consistent with Section 204A of the Investment Advisers Act of 1940, that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Walser Wealth. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Walser Wealth and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Walser Wealth's associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that include; general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, insider trading (material non-public information controls), initial public offerings and private placements, reporting ethical violations, distribution of the Code of Ethics, review and enforcement processes, amendments to Form ADV and supervisory procedures. We have also adopted written policies and procedures to detect the misuse of material, non-public information. Walser Wealth has designed its Code of Ethics to meet and exceed regulatory standards. To request a copy of our Code of Ethics, please contact us at (866) 929-3258 or via email at info@walserwealth.com.

B. Personal Trading and Conflicts of Interest

Walser Wealth allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through application of our policies and procedures.

Walser Wealth has designed its policies and procedures to always place the interests of Clients ahead of our own. We strive to ensure that any personal securities transactions by any associated person of Walser Wealth are transacted in a manner consistent with this principle.

Item 12 - Brokerage Practices

A. Recommendation of Custodian[s]

Walser Wealth does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services or the administrator for defined contribution accounts. The Client will select the broker-dealer or custodian (herein the "Custodian") to hold and safeguard Client assets and will authorize Walser Wealth to direct trades to this Custodian as agreed in the Investment Advisory Agreement. Further, Walser Wealth does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Walser Wealth typically recommends to Clients that they establish their brokerage account[s] at Charles Schwab & Co., Inc. ("Schwab") or Fidelity Investments ("Fidelity"). Schwab and Fidelity are independent and unaffiliated SEC-registered broker-dealers and FINRA members. Walser Wealth considers a number of factors in selecting

and/or recommending brokers and custodians for its Clients' accounts, including, but not limited to, execution capability, experience and financial stability, reputation and the quality of services provided, reasonableness of commissions charged to the Client, services made available to the Client, and location of the Custodian's offices. Walser Wealth does not receive research services, other products, or compensation as a result of recommending a particular broker that may result in the Client paying higher commissions than those obtainable through other brokers. Walser Wealth is not affiliated with, or related to, Schwab or Fidelity. Clients are not obligated to use the recommended Custodians but certain services may not be available to Clients choosing a different Custodian.

Following are additional details regarding the brokerage practices of the Advisor:

1. **Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **Walser Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer.**
2. **Brokerage Referrals** - Walser Wealth does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.
3. **Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Walser Wealth will place trades within the established account[s] at the custodian selected by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. Because the Client directs brokerage to a custodian the Client has selected, Walser Wealth and any Sub-Advisor do not negotiate commissions on a trade-by-trade basis, may be unable to aggregate the Client's orders with orders for other accounts, may be unable to obtain volume discounts, and may not obtain execution as favorable as would otherwise be available. As a result, a directed Client may pay higher transaction costs than the Client would in the absence of that direction. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the custodian, Walser Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results considering such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. Walser Wealth will execute its transactions through an unaffiliated broker-dealer selected by the Client. Walser Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

C. Custodians Available Through Our Sub-Advisor; Trading on the Platform

Where a Client's assets are managed through a model made available on the AEWM platform, the account must be held at a custodian that AEWM supports. That requirement narrows the range of custodians available to those Clients, and a Client who wishes to use a custodian AEWM does not support cannot access those models. Walser Wealth currently uses Charles Schwab & Co., Inc. and Fidelity Investments, for accounts held on the AEWM platform. Trades in those accounts are placed through AEWM's trading facilities, either by AEWM or by Walser Wealth, in accordance with AEWM's trading policies and procedures. Trade errors in those accounts are corrected under AEWM's trade error correction policy in addition to our own trade error policy, and in no case is a Client made to bear the cost of an error caused by Walser Wealth.

Orders for accounts managed under a model on the AEWM platform are aggregated and placed by AEWM or by the model manager across the accounts of all advisers using that model. Walser Wealth does not control how those orders are aggregated, the order in which they are placed, or the sequence in which our Clients' orders are executed

relative to those of other advisers using the same model. Depending on that sequencing, our Clients may receive prices that are better or worse than those received by other accounts trading the same model on the same day.

Options transactions are effected through the Client's Custodian and are subject to the Custodian's options approval requirements, per-contract commissions, and exercise and assignment charges. Participation in a securities lending program is a service of the Client's Custodian rather than of Walser Wealth, is governed by the Custodian's separate agreement with the Client, and may not be available at every custodian. Walser Wealth does not select a custodian on the basis of whether it offers an options facility or a securities lending program, and receives nothing from any custodian in connection with either.

Item 13 - Review of Accounts

A. Frequency of Reviews

Accounts are monitored on a regular and continuous basis by the investment adviser representative assigned to the account. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A, each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify Walser Wealth if changes occur in his/her personal financial situation that might adversely affect his/her investment plan. Additional reviews may be triggered by material market, economic or political events. A Client's risk tolerance may be re-evaluated if economic conditions cause portfolio performance that is outside their comfort level.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the trustee or Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Walser Wealth

Walser Wealth is a fee-based adviser. Walser Wealth is not a fee-only adviser. For investment management services, the advisory fee described in Item 5 is our sole cash compensation, and we receive no commission, Rule 12b-1 fee, sub-transfer agency payment, revenue share, securities lending revenue, or other payment from any third party in connection with assets under our management. Separately, and as described in Item 10, Ms. Walser and certain of our supervised persons receive insurance and annuity commissions through our related insurance agency, and Ms. Walser earns legal fees through our related law firm. A Client who purchases an insurance or annuity product on our recommendation will generally pay no ongoing advisory fee on the assets allocated to that product, and the commission is paid to our related agency by the issuing carrier rather than invoiced to the Client.

Economic benefits received from our Sub-Adviser. In exchange for the platform fee described in Item 5, AEWM provides Walser Wealth with services and facilities that we would otherwise have to obtain and pay for ourselves, including account opening and trading technology, performance reporting and a client portal, operational and money movement processing, client billing, case design support, transition and onboarding support, dedicated relationship support, training, and, on request, referrals to third-party service providers. Those services benefit Walser Wealth and our Clients, but they also reduce our own operating costs, and the benefit grows as we place more Client assets on the platform. That gives us an incentive to place and retain Client assets on the AEWM

platform that is independent of the merits of any particular model or manager. We address this conflict through documented due diligence, investment committee oversight, periodic comparison of the platform's cost and capability against alternatives, and our fiduciary obligation to act in each Client's best interest. Transition and onboarding support that AEWB provided in connection with our move to its platform is a one-time benefit of that kind and is disclosed here for that reason.

Economic benefits received from insurance marketing organizations. Advisors Excel, LLC and its affiliates, which are under common control with AEWB, provide Walser Capital Group, LLC and our dually licensed supervised persons with compensation and benefits beyond carrier commissions, described in Item 10.E. Those benefits are provided in connection with our insurance business rather than in connection with investment advice, but they come from the same corporate family that supplies our advisory platform, and to the extent any of them defray costs we would otherwise bear in operating our advisory business, they are an economic benefit received from a person who is not a Client. We disclose them for that reason and address the resulting conflict as described in Item 10.E.

B. Client Referrals from Solicitors

Walser Wealth does not engage paid solicitors for Client referrals. Walser Wealth does not compensate any person, and is not compensated by any person, for a testimonial or endorsement within the meaning of Rule 206(4)-1 under the Advisers Act. We may from time to time refer Clients to unaffiliated professionals such as accountants or attorneys, and may receive unsolicited referrals from third parties, but we neither pay nor receive any fee or other economic benefit in connection with those referrals. If that changes, we will amend this Item, enter into the written agreement required by Rule 206(4)-1(b)(2), and provide the disclosures that Rule requires.

Item 15 - Custody

Walser Wealth does not accept or maintain custody of any Client accounts. Walser Wealth is, however, deemed to have limited custody of Client assets solely as a result of its authority to deduct advisory fees directly from Client accounts, as described in Item 5. Clients authorize that deduction in writing. Walser Wealth does not have authority to withdraw or transfer Client funds or securities for any other purpose, does not serve as trustee or general partner of any Client, and does not accept standing letters of authorization to transfer assets to third parties. Clients receive account statements no less frequently than quarterly directly from their qualified custodian and should review those statements carefully, including the advisory fee deducted. For accounts held on the AEWB platform, our Sub-Adviser performs billing and fee payment processing on our behalf and, in that capacity, causes the advisory fee to be deducted from the Client's account and remits our portion to us, as described in Item 5. AEWB is not a qualified custodian, does not hold Client assets, and has no authority to withdraw or transfer Client funds or securities for any other purpose. All Clients must place their assets in a qualified unaffiliated third-party Custodian. Clients may select their own Custodian to retain their funds and securities and direct Walser Wealth to utilize that Custodian for the Client's security transactions. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Item 16 - Investment Discretion

Walser Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. Where a Client so authorizes in the advisory agreement, Walser Wealth may delegate that discretionary authority to a Sub-Adviser or to a model manager, which then exercises it with respect to the assets allocated to it, subject to the investment guidelines Walser Wealth establishes and to Walser Wealth's continuing supervision. For assets invested in a model made available through AEWB, that delegation extends to trading in connection with rebalancing events. Walser Wealth may appoint, replace, or terminate a Sub-Adviser without obtaining the Client's prior consent for each change, and will notify the Client of any such change. Walser Wealth's discretionary authority does not include authority to withdraw or transfer assets from a Client account other than to deduct advisory fees as authorized in writing, or to select or

change the Custodian. Our discretionary authority does not extend to options transactions unless the Client has separately elected an options strategy, has been approved by the Custodian for the applicable options level, and has executed the Custodian's options agreement, nor does it extend to enrolling a Client in a securities lending program, which requires the Client's own agreement with the Custodian. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Walser Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Walser Wealth will be in accordance with each Client's documented investment objectives and goals.

Item 17 - Voting Client Securities

Walser Wealth will not vote proxies on behalf of Clients. No Sub-Adviser or model manager engaged by Walser Wealth votes proxies on behalf of Clients. All proxy materials are mailed or emailed directly to the client from the Custodian. Any proxy materials received by Walser Wealth or by a Sub-Adviser will be forwarded to the Client for response and voting. A Client who participates in a Custodian's securities lending program will not receive proxy materials for, and cannot vote, securities that are out on loan, because voting rights transfer to the borrower for the duration of the loan. A Client who wishes to vote a particular matter must ask the Custodian to recall the loaned securities before the record date, and the Custodian may not be able to do so in time. Neither Walser Wealth nor any Sub-Adviser files claims in class action settlements or bankruptcy proceedings on behalf of Clients, and any such notices received will be forwarded to the Client. In the event the Client has a question about a proxy solicitation, they should feel free to contact us.

Item 18 - Financial Information

Neither Walser Wealth nor its management has any adverse financial situations that would reasonably impair the ability of Walser Wealth to meet all obligations to its Clients. Walser Wealth has not been subject of any bankruptcy proceeding or material financial compromise. Walser Wealth is not required to deliver a balance sheet along with this Brochure as the firm does not collect advance fees for services to be performed six months or more in advance.

WALSER WEALTH MANAGEMENT

PRIVACY AND INFORMATION PROTECTION POLICY

Effective Date: April 1, 2026

Regulation S-P (“Reg S-P”), issued pursuant to the Graham-Leach-Bliley Act, requires registered investment advisors to adopt and implement policies and procedures that are reasonably designed to protect the confidentiality of nonpublic personal records. Reg S-P applies to “consumer records”, meaning records regarding any individuals, families, or households obtaining financial products or services primarily for personal, family, or household purposes (“Consumers”). Reg S-P does not explicitly apply to the records of companies, investors in private funds (“Investors”), or individual agents or employees of the Company acting in a business capacity (“Supervised Persons”), but corresponding Federal Trade Commission rules may impose similar disclosure and safeguarding obligations.

Walser Wealth Management Company, LLC (the “Company”) is committed to protecting the confidentiality of all of the nonpublic personal information of Consumers who have or will have an ongoing relationship with the Company (“Customers”) as well as Investors, prospective Investors, and Supervised Persons (such information, “Personal Information”).

Reg S-P requires the Company to provide its Customers with notices describing the Company’s privacy policies and procedures. These privacy notices must be delivered to all new Customers upon inception of an arrangement, and at least annually thereafter. Reg S-P does not require distribution of privacy notices to companies, to Investors, or to Supervised Persons, but the Company provides initial and annual privacy notices to all Investors as a best practice.

Additional disclosures required pursuant to Reg S-P may be found in the Privacy Notice in the attached **Appendix A**.

Guiding Principles

The Company will seek to limit the collection of all Personal Information to that which is reasonably necessary for legitimate business purposes. The Company will not disclose Personal Information except in accordance with these policies and procedures, as permitted or required by law, or as authorized in writing by the Customer. The Company will never sell any Personal Information.

With respect to all Personal Information, the Company will strive to: (a) ensure the security and confidentiality of the information; (b) protect against anticipated threats and hazards to the security and integrity of the information; and (c) protect against unauthorized access to, or improper use of, the information.

Risk Considerations

In developing these policies and procedures, the Company considered the material risks associated with privacy protection. This analysis included risks such as:

- Company trade secrets and Personal Information may not be protected from unauthorized access by Supervised Persons or third-party service providers;
- Personal Information may not be recorded accurately or protected from inadvertent alteration or destruction;

- Personal Information might be accessed, copied, or destroyed by physical or electronic intrusions;
- False or misleading disclosures may be made to Customers about the use or protection of Personal Information;
- Third-party service providers may have not adopted or implemented adequate policies and procedures to protect Personal Information;
- Company may use information obtained from affiliates for marketing purposes without ensuring that affected individuals have been given adequate notice and an opportunity to opt out; and
- Company may fail to comply with applicable state or other applicable privacy laws.

The Company has established the following guidelines to mitigate these risks.

Policies and Procedures

What this Policy Covers

This Policy covers the Company's use and treatment of Personal Information (which includes personal data, and may also be referred to as personally identifiable information (PII)):

- that the Company may collect when a Customer, or prospective Customer (each, a "Covered Person") accesses the Company's website in any manner or engages the Company's investment advisory services (collectively, the "Services");
- provided to the Company as described below; and
- unless a Covered Person is notified that another policy applies.

By accessing or engaging the Company's Services, each Covered Person acknowledges and agrees that they consent to the practices and policies outlined in this Policy.

This Policy also explains a Covered Person's choices about how the Company uses information about the Covered Person. A Covered Person's choices include how they can object to certain uses of information about the Covered Person and how they can access and update certain information about the Covered Person.

The Company does not knowingly collect or solicit Personal Information from any individual under the age of 18 or knowingly allow such individuals to engage the Company's Services. Neither this Policy nor the Company's website or Services are directed to such individuals.

What Information is Collected about Customers

a. What is Personal Information:

The term "Personal Information" as used in this policy means any information that identifies a Covered Person as an individual or relates to an identifiable person, including Personal Information. The kinds of Personal Information that the Company may collect depends on the nature of the relationship between the Company and the Covered Person. This information may include a Covered Person's name, job title, and contact details, such as the Covered Person's address, email address and telephone number. In addition to the information stated above, the Company may collect certain information about a Covered Person's use of the Company's online services, for example, the Company may capture a Covered Person's IP address, operating system, or browser.

b. Information provided to the Company:

The Company receives and stores any information a Covered Person knowingly provides, as well as additional information collected through a Covered Person's use of the Company's website. A Covered Person can choose not to provide the Company with certain information, but then a Covered Person may not be able to engage the Company's Services, take advantage of some of the Company's online features, or receive reports or other communications from the Company. Unless another policy applies, the Company may also collect and use information submitted through any support or customer portal related to the Services.

If a Covered Person has provided the Company with a means of contacting the Covered Person for particular purposes, the Company may use such means to communicate with the Covered Person for that purpose. If a Covered Person previously provided the Company with their contact information but no longer wishes to receive such communications, a Covered Person can indicate their preference by sending an email to info@walserwealth.com.

c. Personal Information the Company receives from other sources:

The Company may receive Personal Information about a Covered Person from:

- other persons engaging the Services of the Company (e.g., if a Customer's name, phone number and/or email address is mentioned by another Covered Person or provided as a reference); and
- third-party service providers (e.g., if a broker or other investment adviser used by a Covered Person engages the Company's Services for the Covered Person's account, the Company will receive a Covered Person's information in order to onboard the Covered Person's account). The information the Company receives depends on the policies and procedures of that third-party service provider. A Covered Person is responsible for checking the privacy policies and notices of these third-party service providers to understand what data may be disclosed.

How the Company Uses the Personal Information it Collects

The purposes for which the Company uses the Personal Information of a Covered Person depend in part on the Services provided to the Covered Person, how the Covered Person engages with the Company, and any preferences the Covered Person has communicated to the Company.

The Company may use Personal Information of a Covered Person:

- to provide the Services requested;
- to communicate with a Covered Person (e.g., to deliver any reports or communications, information on new or additional Services or offerings, market updates, etc.);
- for security (e.g., to authenticate the identity and authority of a Covered Person, verify accounts and activity, monitor suspicious or fraudulent activity, etc.);
- to provide ancillary services and support relating to the Company's Services to the Covered Person, as applicable;
- to operate and maintain the Services being provided;
- to process any requests by a Covered Person;
- to protect the Company's legitimate business interests and legal rights; and
- with a Covered Person's consent (i.e., for any purpose not listed above, the

Company may use the Personal Information of a Covered Person where the Covered Person has given the Company consent to do so).

Protecting Confidential Information

Supervised Persons will maintain the confidentiality of the Personal Information acquired in connection with their employment, with particular care being taken regarding Personal Information. Improper use of the Company's proprietary information, including Personal Information of any Covered Person, is cause for disciplinary action, up to and including termination of employment for cause and referral to the appropriate civil and criminal legal authorities. Consequently, all Supervised Persons are required to sign and adhere to a confidentiality agreement covering these and other matters.

Personal Information will be restricted to the Supervised Persons who have a need to know such information.

All requests by third parties to review this Privacy Policy, the Company's Compliance Manual, compliance testing results, correspondence between Company and regulators and other compliance related documents should be forwarded to the Chief Compliance Officer ("CCO"). Supervised persons are not authorized to respond to such requests without prior approval of the CCO.

Disclosure of Personal Information

Personal Information of a Covered Person may only be provided to third parties under the following circumstances:

- To broker-dealers opening brokerage accounts;
- To accountants, lawyers, and other professional advisers as directed in writing by the Covered Person;
- To specific family members as directed in writing by the Covered Person, or as authorized by law;
- To third-party service providers, as necessary, to service the Covered Person's account(s); and
- To governmental or regulatory authorities and any other persons as required by law.

Supervised Persons should take responsible precautions to confirm the identity of any persons requesting Personal Information of a Covered Person. Supervised Persons must be careful to avoid disclosures to identity thieves, who may use certain Personal Information of a Covered Person, such as social security number, to convince a Supervised Person to divulge additional Personal Information. Any contacts with suspected identity thieves must be reported promptly to the CCO.

To the extent practicable, Supervised Persons will seek to remove nonessential Personal Information of a Covered Person from the information disclosed to third parties.

Personal Information of Covered Persons may be accessed by the Company's outside service providers, such as accountants, lawyers, consultants, and administrators. The Company may review such service providers' privacy policies to ensure that Personal Information is not used or distributed inappropriately.

Regulation S-AM: Under Regulation S-AM, we are prohibited from using eligibility information that we receive from an affiliate to make a marketing solicitation unless: (1) the potential marketing use of that information has been clearly, conspicuously, and concisely disclosed to the Covered Person;

(2) the Covered Person has been provided a reasonable opportunity and a simple method to opt out of receiving the marketing solicitations; and (3) the Covered Person has not opted out.

We may also disclose the following information to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements:

- Information we receive from Covered Persons on applications or other forms, such as the Covered Person's name, address, social security number, assets, and income;
- Information about a Covered Person's transactions with us, our affiliates, or others, such as the Covered Person's account balance, payment history, parties to transactions, and credit card usage; and
- Information we receive from a consumer reporting agency, such as a Covered Person's creditworthiness and credit history.

Regulation S-ID: Regulation S-ID requires the Company to have an Identity Theft Protection Program (ITPP) that controls reasonably foreseeable risks to Covered Persons or to the safety and soundness of the Company from identity theft. The Company has developed an ITPP designed to adequately identify and detect potential red flags to prevent and mitigate identity theft.

Access to the Company's Premises

The Company's premises will be locked outside of normal business hours. Meetings with Covered Persons should be held in conference rooms or other locations where Personal Information is not available or audible to others.

Visitors to the Company's offices will not be left unattended in a manner that will permit unauthorized access to proprietary information of the Company or Personal Information.

On an annual basis, the CCO assesses whether information security risks associated with the Company's physical office have changed in material ways. The Chief Operating Officer and/or Chief Financial Officer and the CCO will work together to address any newly identified vulnerabilities.

Information Stored in Hard Copy Formats

The Company has implemented the following procedures to protect Personal Information of Covered Persons stored in hard copy formats:

- To the extent practicable, Personal Information will be kept in lockable filing cabinets;
- All Personal Information, as well as the Company's proprietary information, should be locked up at the end of each workday;
- Documents containing Personal Information must never be left unattended in public spaces, such as lobbies or conference rooms;
- Documents being printed, copied, or faxed must not be left unattended;
- Supervised Persons will exercise due caution when emailing, mailing, or faxing, documents containing Personal Information to ensure that the documents are sent to intended recipients; and
- Supervised Persons may only remove documents containing Personal Information from the Company's premises for legitimate business purposes. Any

documents taken off premises must be handled with appropriate care and returned as soon as practicable.

Responding to Privacy Breaches

If any Supervised Person becomes aware of an actual or suspected privacy breach, including any improper disclosure of Personal Information, that Supervised Person must promptly notify the CCO. Upon becoming aware of an actual or suspected privacy breach, the CCO will investigate the situation and take the following actions, as appropriate:

- To the extent possible, identify the Personal Information that was disclosed and the improper recipients;
- Notify any appropriate members of senior management;
- Take any action necessary to prevent further improper disclosures;
- Take any action necessary to reduce the potential harm from improper disclosures that have already occurred;
- As applicable, discuss the issue with legal counsel, and consider discussing the issues with the regulatory authorities and/or law enforcement officials;
- Assess notification requirements imposed by applicable state and national regulatory authorities and/or law enforcement officials;
- Evaluate the need to notify affected Covered Persons, and make any such notifications;
- Collect, prepare, and retain documentation associated with the inadvertent disclosure and Company response(s); and
- Evaluate the need for changes to the Company privacy protection policies and procedures in light of the breach.

Privacy and Protection Training

The CCO or his/her delegate will ensure that all new Supervised Persons have received, reviewed, and understand their obligations to protect Personal Information of Covered Persons. The CCO will remind all Supervised Persons of their privacy protection obligations as part of the Company's annual compliance training. If the Program appears to be functioning well and has not undergone material changes, then this reminder might appropriately take the form of broadly-distributed annual email. The CCO may provide training more frequently and/or in person to individuals or groups if:

- Company's policies and procedures, or the threats to Personal Information, change in a material way;
- Company experiences a privacy breach; and/or
- One or more Supervised Persons do not appear to understand their obligations regarding privacy protection.

Closed or Inactive Accounts

If you decide to close your account(s) or become an inactive Covered Person, our Privacy Policy will continue to apply to you.

Changes to this Policy

The Company is committed to complying with data privacy laws in every jurisdiction it does business. As such, the Company may amend this Policy from time to time. Use of Personal Information of any Covered Person the Company collects now is subject to the Policy in effect at the time such information is used. If the Company makes changes in the way it uses Personal Information, the Company shall notify its Customers.

Appendix A Effective Date: April 1, 2026

FACTS		WHAT DOES WALSER WEALTH MANAGEMENT COMPANY, LLC (“WWM”) DO WITH YOUR PERSONAL INFORMATION?	
WHY?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
WHAT?		The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social security number ▪ Income ▪ Assets ▪ Risk tolerance ▪ Wire/bank transfer instructions ▪ Transaction history When you are no longer our customer, we continue to share information about you as described in this notice.	
HOW?		All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons WWM chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does WWM Share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s) or respond to court orders and legal investigations.		Yes	No
For our marketing purposes - to offer our products and services to you.		Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences.		Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness.		No	Not Applicable
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		Yes	Yes
Questions?	Please call us at: 866-929-3258 or visit our website: www.walserwealth.com		

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Who we are	
Who is providing this notice?	Walser Wealth Management Company, LLC
What we do	
How does WWM protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does WWM collect my personal information?	We collect your personal information, for example, when you ▪ Enter into an investment advisory contract; ▪ Seek financial advice; ▪ Make deposits or withdrawals from your account; ▪ Tell us about your investment or retirement portfolio; or ▪ Give us your employment history. We also collect your personal information from other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ <i>Our affiliates include companies with a common corporate ownership, including the following: Walser Capital Group, LLC; and Trust Law, PLLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ <i>WWM does not share with nonaffiliates so they can market to you.</i>
Other important information	
A copy of this privacy notice is available upon request by contacting: 866-929-3258 info@walserwealth.com .	