



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

2026

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This brochure provides information about the qualifications and business practices of Riverside Wealth Management. If you have any questions about the contents of this brochure, please contact us at 561-270-6880 or [krp@riversidewm.com](mailto:krp@riversidewm.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Riverside Wealth Management also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 140162.

Riverside Wealth Management has had no material changes.

Consistent with the SEC rules, we will ensure that you receive any additional material changes to this and subsequent Brochures within 120 days of the close of our business fiscal year. Furthermore, we will provide you with other interim disclosures about material changes as necessary.

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## **Item 1 Advisory Business**

The following material provides information about the qualifications and business practices of Riverside Wealth Management Inc. (hereinafter " RIVERSIDE WEALTH MANAGEMENT "). Please contact Karla Rossetti Pippins, Founder and President of RIVERSIDE WEALTH MANAGEMENT, if you have any questions about the contents of this material. This information has not been approved or verified by the United States Securities and Exchange Commission or by any State securities authority.

Additional information about RIVERSIDE WEALTH MANAGEMENT is available on the Internet at <http://www.adviserinfo.sec.gov>. You can search this site by a unique identifying number, known as a CRD number. The CRD number for RIVERSIDE WEALTH MANAGEMENT is 140162.

RIVERSIDE WEALTH MANAGEMENT is a state-registered investment adviser with its principal place of business located in Florida. RIVERSIDE WEALTH MANAGEMENT began conducting business in 2006.

Listed below are the firm's principal shareholders (i.e., those individuals and/or entities controlling 25% or more of this company).

Karla Rossetti Pippins

RIVERSIDE WEALTH MANAGEMENT offers the following advisory services to our clients.

Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice regarding the following securities:

- Exchange-listed securities
- Securities traded over-the-counter
- Foreign issuers
- Corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities
- Mutual fund shares
- United States governmental securities
- Interests in partnerships investing in real estate
- Investment advice may be offered on any investments held by a client at the start of the advisory relationship. Recommendations for new investments will typically be limited to those items

Because some types of investments involve certain additional degrees of risk, they will only be recommended and implemented when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

### **ADVISORY SERVICES**

RIVERSIDE WEALTH MANAGEMENT offers a combination of the following advisory services, where appropriate, to individuals, high net worth individuals, trusts and estates.

#### **1. PORTFOLIO MANAGEMENT SERVICES:**

RIVERSIDE WEALTH MANAGEMENT manages investment advisory accounts primarily consisting of mutual funds designed to meet a client specific investment goal. RIVERSIDE WEALTH MANAGEMENT will manage these advisory accounts on a discretionary and non-

discretionary basis. Account supervision is guided by the client's stated personal situation and financial objectives (including, but not limited to, liquidity needs, time horizon, and tax circumstances).

Through personal discussions with the client, in which the client's goals, objectives and tolerance to risk are established, RIVERSIDE WEALTH MANAGEMENT will determine the portfolio that is suitable to the client's circumstances and risk level. Once the appropriate investment portfolio has been determined, the portfolio will be managed based on the portfolio's goal. Reasonable restrictions on the types of investments to be held in the portfolio and/or minor modifications to the appropriate model will be accommodated. Clients will retain individual ownership of all securities.

RIVERSIDE WEALTH MANAGEMENT utilizes third party registered investment advisors to co-manage all or a portion of client portfolio assets (hereinafter "Subadvisors"). RIVERSIDE WEALTH MANAGEMENT has conducted due diligence on one or more Subadvisors and has entered into an agreement(s) with a select Subadvisor(s) to provide Portfolio Management Services to RIVERSIDE WEALTH MANAGEMENT clients. RIVERSIDE WEALTH MANAGEMENT monitors its Subadvisor(s) and may, from time to time and in its sole discretion, hire and/or replace any Subadvisor as part of RIVERSIDE WEALTH MANAGEMENT's engagement to manage the client's portfolio(s) consistent with the client's objectives. RIVERSIDE WEALTH MANAGEMENT and Subadvisors **DO NOT** custody client assets.

RIVERSIDE WEALTH MANAGEMENT primarily utilizes mutual funds offered by Dimensional Fund Advisors (DFA) and Vanguard (mutual funds registered under the Investment Company Act of 1940) in its client and personal portfolios. DFA mutual funds follow a passive asset class investment philosophy with low holdings turnover. Consequently, the DFA and Vanguard fund fees are generally lower than fees and expenses charged by other types of funds. As appropriate, client portfolios may also include individual equity securities and/or other investment vehicles as indicated above.

Interested investors should refer to the Mutual Fund's prospectus and Statement of Additional Information ("SAI") for important information regarding objectives, investments, time-horizon, risks, fees, and additional disclosures. These documents are available on-line at [www.dfaus.com](http://www.dfaus.com) and [www.vanguard.com](http://www.vanguard.com).

In order to ensure that RIVERSIDE WEALTH MANAGEMENT's initial determination of the client's portfolio allocation continues to be appropriate and that the client's account is managed in a manner suitable to the client's financial circumstances, RIVERSIDE WEALTH MANAGEMENT and the Subadvisor will maintain an up-to-date client investment plan and use it to implement the client's portfolio. RIVERSIDE WEALTH MANAGEMENT will share material changes in a client's situation with the Subadvisor as appropriate.

RIVERSIDE WEALTH MANAGEMENT will review Portfolio Management Services accounts at least quarterly and, in coordination with the selected Subadvisor(s) and rebalance these accounts as needed. If RIVERSIDE WEALTH MANAGEMENT believes that a particular investment is no longer suitable, or if RIVERSIDE WEALTH MANAGEMENT believes that a different investment is more suitable for the portfolio's goal, then RIVERSIDE WEALTH MANAGEMENT will alter the portfolio accordingly. For Portfolio Management Services accounts managed on a non-discretionary basis, RIVERSIDE WEALTH MANAGEMENT will obtain client approval before making any such change.

As appropriate to the needs of the client, RIVERSIDE WEALTH MANAGEMENT may also assist in the facilitation of client goals and objectives by acting as liaison to and coordinating the efforts of the client's other professionals, including accountants, attorneys and insurance providers among others. This service, depending on the complexity of the work, may be provided at no additional charge to Portfolio Management Services clients.

#### CONSULTING SERVICES:

Clients can also receive investment advice on a more limited basis. This may include advice, in conjunctions with the client, experts and licensed professionals, on only isolated area(s) of interest such as advanced planning (tax mitigation, trust and estate planning, insurance protection, charitable giving and, relationship management) or any other specific topic. RIVERSIDE WEALTH MANAGEMENT also provides specific consultation and administrative services regarding investment and financial concerns of the client. Additionally, RIVERSIDE WEALTH MANAGEMENT provides advice on non-securities matters. Generally, this is in connection with the wealth management issues.

RIVERSIDE WEALTH MANAGEMENT does not provide any legal, tax, insurance or annuity advice to its clients.

## **Item 2 Fees and Compensation**

### PORTFOLIO MANAGEMENT SERVICES FEES

The annualized fee for RIVERSIDE WEALTH MANAGEMENT's Portfolio Management Services is charged as a percentage of assets under management, according to the following schedule:

Assets Under Management	Annual Fee (%)
First \$5 million	0.95%
Next \$5 million	0.80%
Next \$10,000,000	0.70%
Assets Over \$20,000,000	0.50%

Minimum Quarterly Fee is \$5,000.

A minimum of \$2,000,000 of assets under management is required for this service. There is a minimum quarterly fee of \$5,000 for accounts that do not meet the minimum account size.

Account size may be negotiable under certain circumstances. RIVERSIDE WEALTH MANAGEMENT may waive the minimum account size and fee for certain clients including but not limited to family and employees. RIVERSIDE WEALTH MANAGEMENT may group certain related client accounts for the purpose of determining the annualized fee. RIVERSIDE WEALTH MANAGEMENT and Subadvisor will share the investment management fee based on their separate agreement.

Clients will be invoiced in advance at the beginning of each calendar quarter based upon the value (market value or fair market value in the absence of market value), of the client's account at the end of the previous quarter. Fees will be debited from the account in accordance with the client authorization in the client's Investment Management Agreement. As disclosed above, RIVERSIDE WEALTH MANAGEMENT has contracted with one or more Subadvisors to provide management services to RIVERSIDE WEALTH MANAGEMENT clients. As part of this/these agreement(s), the

Subadvisor(s) will provide certain back-office support services to RIVERSIDE WEALTH MANAGEMENT including the direct debiting of client fees.

#### CONSULTING SERVICES FEES:

Hourly fees for RIVERSIDE WEALTH MANAGEMENT's Consulting Services will generally range from \$300 to \$500 per hour on a fixed fee basis, subject to the specific arrangement reached with the client. The actual fee will depend on the nature, complexity and size of the client's portfolio or financial circumstances and is included in the client's advisory agreement. An estimate for the total hours may be determined at the start of the advisory relationship.

Also, advisory fees may be negotiable depending on the services rendered or individual client circumstances.

Consulting Services may be offered and included as part of RIVERSIDE WEALTH MANAGEMENT's Portfolio Management Services and provided with or without any additional cost.

#### GENERAL INFORMATION ON FEES

**Negotiability of Advisory Fees and Minimum Requirements:** In certain circumstances, all fees and account minimums may be negotiable.

**Fee Calculation:** The fee charged is calculated as described above and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client (Section 205(a) (1) of the Advisors Act).

**Termination of Advisory Relationship:** A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. The client has the right to terminate an agreement without penalty within five business days after entering into the agreement. As disclosed above, certain fees are paid in advance of services provided. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. In calculating a client's reimbursement of fees, we will pro rate the reimbursement account to the number of days remaining in the billing period.

**Mutual Fund Fees:** All fees paid to RIVERSIDE WEALTH MANAGEMENT and a Subadvisor for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without the services of RIVERSIDE WEALTH MANAGEMENT.

DFA funds are not available to individual investors and can only be purchased through qualified advisors. In that case, the client would not receive the services provided by RIVERSIDE WEALTH MANAGEMENT which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives.

Accordingly, the client should review both the fees charged by the funds and the fees charged by investment advisors to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided. The fee arrangement, termination, and refund policies are described in the Mutual Fund's prospectus and Statement of Additional Information ("SAI").

**Additional Fees and Expenses:** In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker dealers, including, but not limited to, any transaction charges imposed by a broker dealer with which an independent investment manager effects transaction for the client's account(s). Please refer to the "Brokerage Practices" section (Item 12) of this Form ADV for additional information.

**Grandfathering of Minimum Account Requirements:** Pre-existing advisory clients are subject to Riverside Wealth Management's minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

**Advisory Fees in General:** Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

**Limited Prepayment of Fees:** Under no circumstances do we require or solicit payment of fees in excess of \$500 more than six months in advance of services rendered.

### **Item 3 Performance-Based Fees and Side-By-Side Management**

RIVERSIDE WEALTH MANAGEMENT does not charge performance-based fees or engage in Side-By-Side Management.

### **Item 4 Types of Clients**

RIVERSIDE WEALTH MANAGEMENT provides advisory services to the following types of clients:

- Individuals (other than high net worth individuals, typically limited to family, friends and employees)
- High net worth individuals
- Charitable organizations
- Corporations or other businesses not listed above
- Trust or Estates

### **Item 5 Methods of Analysis, Investment Strategies and Risk of Loss**

#### **Methods of Analysis**

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

#### **Investment Strategies**

Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Short term trading, margin transactions, and options writing generally hold greater risk and clients should be aware that there is a material risk of loss using any of those strategies.

**Investing in securities involves a risk of loss that a client should be prepared to bear.**

#### **Risks of Specific Securities Utilized**

RWM generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets.

**Mutual Funds:** Investing in mutual funds carries the risk of capital loss. Mutual funds are not

guaranteed or insured by the FDIC or any other government agency. You can lose money investing in mutual funds. All mutual funds have costs that lower investment returns.

**Equity** investment generally refers to buying shares of stocks by an individual or firms in return for receiving a future payment of dividends and capital gains if the value of the stock increases. There is an innate risk involved when purchasing a stock that it may decrease in value and the investment may incur a loss.

**Treasury Inflation Protected/Inflation Linked Bonds:** The Risk of default on these bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Bonds carry risk of principal loss due to market conditions prior to maturity. The risk of loss holding to maturity is minimal but the market risk during the life of the bond may be substantial and is dependent on market interest rate levels.

**Fixed Income** is an investment that guarantees fixed periodic payments in the future that may involve economic risks such as inflationary risk, interest rate risk, default risk, repayment of principal risk, etc.

**Stocks & Exchange Traded Funds (ETF):** Investing in stocks & ETF's carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Investments in these securities are not guaranteed or insured by the FDIC or any other government agency.

**Precious Metal ETFs** Investing in precious metal ETFs carries the risk of capital loss.

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various other types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

## **Item 6 Disciplinary Information**

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Our firm and our management personnel have no reportable disciplinary events to disclose.

## **Item 7 Other Financial Industry Activities and Affiliations**

RIVERSIDE WEALTH MANAGEMENT does not engage in other financial industry activities or affiliation other than those disclosed in this brochure.

## **Item 8 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

Our firm has adopted a Code of Ethics that sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

RIVERSIDE WEALTH MANAGEMENT and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports, as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

RIVERSIDE WEALTH MANAGEMENT's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to [krp@riversidewm.com](mailto:krp@riversidewm.com), or by calling us at 561-270-6880.

RIVERSIDE WEALTH MANAGEMENT and individuals associated with our firm are prohibited from engaging in principal transactions.

RIVERSIDE WEALTH MANAGEMENT and individuals associated with our firm are prohibited from engaging in agency cross transactions.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts' securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

We may aggregate our employee trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be included in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.

4. Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). Our firm's Chief Compliance Officer or his/her designee reviews these holdings on a regular basis.
6. We have established procedures for the maintenance of all required books and records.
7. Clients can decline to implement any advice rendered.
8. All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
9. We require delivery and acknowledgement of the Code of Ethics by each supervised person of our firm.
10. We have established policies requiring the reporting of Code of Ethics violations to our senior management.
11. Any individual who violates any of the above restrictions may be subject to termination.

#### **Item 9 Brokerage Practices**

For discretionary clients, RIVERSIDE WEALTH MANAGEMENT requires these clients to provide us with written authority to determine the broker dealer to use and the commission costs that will be charged to these clients for these transactions.

These clients must include any limitations on this discretionary authority in this written authority statement. Clients may change/amend these limitations as required. Such amendments must be provided to us in writing.

As our firm does not have the discretionary authority to determine the broker-dealer to be used or the commission rates to be paid, clients must direct RIVERSIDE WEALTH MANAGEMENT as to the broker-dealer to be used.

RIVERSIDE WEALTH MANAGEMENT may recommend clients direct us to place trades through Schwab or Fidelity ("Broker"). RIVERSIDE WEALTH MANAGEMENT has evaluated (Broker) and believes that it will provide our clients with a blend of execution services, commission costs and professionalism that will assist our firm to meet our fiduciary obligations to clients.

We reserve the right to decline acceptance of any client account for which the client directs the use of a broker other than (Broker) if we believe that this choice would hinder our fiduciary duty to the client and/or our ability to service the account. In directing the use of (Broker), it should be understood that RIVERSIDE WEALTH MANAGEMENT will not have authority to negotiate commissions or to necessarily obtain volume discounts and best execution may not be achieved. In addition, a disparity in commission charges may exist between the commissions charged to the client and those charged to other clients (who may direct the use of another broker). Clients should note, while RIVERSIDE WEALTH MANAGEMENT has a reasonable belief that (Broker) is able to obtain best execution and competitive prices, our firm will not be independently seeking best execution price capability through other brokers. Not all advisers require clients to direct it to use a particular broker-dealer.

For clients in need of brokerage or custodial services and depending on client circumstances and needs, we may recommend the use of one of several brokers (including, but not limited to Schwab or Fidelity), provided that such recommendation is consistent with our firm's fiduciary duty to the

client. Our clients must evaluate these brokers before opening an account. The factors considered by RIVERSIDE WEALTH MANAGEMENT when making these recommendations are the broker's ability to provide professional services, our experience with the broker, the broker's reputation, the broker's quality of execution services and costs of such services, among other factors. Clients are not under any obligation to effect trades through any recommended broker.

As a matter of policy and practice, RIVERSIDE WEALTH MANAGEMENT does not generally block client trades and, therefore, we implement client transactions separately for each account. Consequently, certain client trades may be executed before others, at a different price and/or commission rate. Additionally, our clients may not receive volume discounts available to advisers who block client trades.

RIVERSIDE WEALTH MANAGEMENT may recommend that clients establish brokerage accounts with the Schwab Institutional division of Charles Schwab & Co., Inc. ("Schwab"), a FINRA registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Although we recommend that clients establish accounts at Schwab or Fidelity it is the client's decision to custody assets with Schwab or Fidelity. RIVERSIDE WEALTH MANAGEMENT is independently owned and operated and not affiliated with Schwab or Fidelity.

Schwab and Fidelity provide RIVERSIDE WEALTH MANAGEMENT with access to its institutional trading and custody services, which are typically not available to Schwab or Fidelity retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Schwab Institutional. These services are not contingent upon our firm committing to Schwab or Fidelity any specific amount of business (assets in custody or trading commissions).

Schwab and Fidelity's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For our client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab Institutional and Fidelity also makes available to our firm other products and services that benefit RIVERSIDE WEALTH MANAGEMENT but may not directly benefit our clients' accounts. Many of these products and services may be used to service all or some substantial number of our client accounts, including accounts not maintained at Schwab.

Schwab's products and services that assist us in managing and administering our clients' accounts include software and other technology that provide access to client account data (such as trade confirmations and account statements); facilitate trade execution and allocate aggregated trade orders for multiple client accounts; provide research, pricing and other market data; facilitate payment of our fees from clients' accounts; and assist with back-office functions, record keeping and client reporting.

Schwab Institutional and Fidelity also offers other services intended to help us manage and further develop our business enterprise. These services may include compliance, legal and business consulting; publications and conferences on practice management and business succession; and access to employee benefits providers, human capital consultants and insurance providers.

Schwab and Fidelity may make available, arrange and/or pay third-party vendors for the types of services rendered to RIVERSIDE WEALTH MANAGEMENT. Schwab Institutional or Fidelity may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to our firm. Schwab Institutional or Fidelity may also provide other benefits such as educational events or occasional business entertainment of our personnel. In evaluating whether to recommend or require that clients custody their assets at Schwab or Fidelity, we may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors we consider and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab or Fidelity, which may create a potential conflict of interest.

RIVERSIDE WEALTH MANAGEMENT has an arrangement with National Financial Services LLC, and Fidelity Brokerage Services LLC (together with all affiliates, "Fidelity") through which Fidelity provides our firm with their "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like RIVERSIDE WEALTH MANAGEMENT in conducting business and in serving the best interests of our clients but that may also benefit us.

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity enables Riverside Wealth Management to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers. As part of the arrangement, Fidelity also makes available to our firm, at no additional charge to us, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies, as selected by RIVERSIDE WEALTH MANAGEMENT (within specified parameters).

These research and brokerage services presently include services such as research and are used by our firm to manage accounts for which we have investment discretion.

RIVERSIDE WEALTH MANAGEMENT may also receive additional services that may include research and marketing. Without this arrangement, we might be compelled to purchase the same or similar services at our own expense.

As a result of receiving such services for no additional cost, we may have an incentive to continue to use or expand the use of Fidelity's services. We examined this potential conflict of interest when we chose to enter into the relationship with Fidelity and have determined that the relationship is in the best interests of RIVERSIDE WEALTH MANAGEMENT's clients and satisfies our client obligations, including our duty to seek best execution. A client may pay a commission that is higher than another qualified broker-dealer might charge to affect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, while RIVERSIDE WEALTH MANAGEMENT will seek competitive rates, to the benefit of all clients, we may not necessarily obtain the lowest possible commission rates for specific client account transactions. Although the investment research products and services that may be obtained by us will generally be used to service all of our clients, a

brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account. RIVERSIDE WEALTH MANAGEMENT and Fidelity are not affiliated.

## **Item 10 Review of Accounts**

### MUTUAL FUND PORTFOLIO MANAGEMENT

**REVIEWS:** RIVERSIDE WEALTH MANAGEMENT continually reviews and monitors the Mutual Fund's holdings in accordance with the investment objectives as detailed in the Fund Prospectus.

**REPORTS:** Clients should refer to the Fund Prospectus for information regarding regular reports to the fund by RIVERSIDE WEALTH MANAGEMENT.

### CONSULTING SERVICES

**REVIEWS:** While reviews may occur at different stages depending on the nature and terms of the specific engagement, formal reviews may or may not be conducted for Consulting Services clients unless otherwise specified in the contract.

**REPORTS:** These client accounts will receive reports as contracted for at the inception of the advisory engagement.

## **Item 11 Client Referrals and Other Compensation**

It is RIVERSIDE WEALTH MANAGEMENT's policy not to engage solicitors or to pay related or non-related persons for referring potential clients to our firm.

It is RIVERSIDE WEALTH MANAGEMENT's policy not to accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients.

## **Item 12 Custody**

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that our firm directly debits advisory fees from client accounts.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

In addition to the periodic statements that clients receive directly from their custodians, we also send account statements directly to our clients on a quarterly basis. We urge our clients to carefully compare the information provided on these statements to ensure that all account transactions; holdings and values are correct and current.

Our firm or our Subadvisors do not have actual custody of client accounts. Our firm and our subadvisors do have constructive custody of our client's account's because we directly debit advisory

fees from our client's accounts.

### **Item 13 Investment Discretion**

Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

1. determine the security to buy or sell; and/or
2. determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

### **Item 14 Voting Client Securities**

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. We do not offer any consulting assistance regarding proxy issues to clients.

### **Item 15 Financial Information**

As an advisory firm that maintains discretionary authority for client accounts, we are also required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. RIVERSIDE WEALTH MANAGEMENT has no additional financial circumstances to report.

Under no circumstances do we require or solicit payment of fees in excess of \$500 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

RIVERSIDE WEALTH MANAGEMENT has not been the subject of a bankruptcy petition at any time during the past ten years.

### **Item 16 Requirements for State-Registered Advisers**

The following individuals are the principal executive officers and management persons of RIVERSIDE WEALTH MANAGEMENT:

Karla Rossetti Pippins

Information regarding the formal education and business background for this individual is as follows:

EDUCATION AND BUSINESS STANDARDS

Advisory persons associated with RIVERSIDE WEALTH MANAGEMENT must possess, minimally, a college degree and/or appropriate business experience and all required licenses.

#### EDUCATION AND BUSINESS BACKGROUND KARLA ROSSETTI PIPPINS

YEAR OF BIRTH: 1966

##### Education:

MBA, Northeastern University Graduate School of Management, 1995;

BS, Marketing, Babson College, 1989.

##### Employment History:

Founder and President, Palm Beach Private, LLC 5/2021- present

Founder and President/Secretary/Treasurer/Chief Compliance Officer, Riverside Wealth Management, Inc., 04/2006 to present;

Consultant, Riverside Capital Partners, Inc., 04/2006 to 12/2007;

Managing Director, Riverside Capital Partners, Inc., 12/2005 to 04/2006; Consultant, Riverside Health Properties, LLC, 02/2006 to 12/2007;

Sabbatical, 05/2001 to 12/2005;

Business Consultant, Raines International, 05/2000 to 05/2001;

Sabbatical, 11/1999 to 04/2000;

Executive Search Consultant, Raines International, 04/1999 to 10/1999;

Manager, Andersen Consulting, Strategic Services, [now operating as Accenture Inc.], 11/1995 to 03/1999.

##### Examinations and Designations:

NASAA Series 65, Uniform Investment Adviser Law Examination, 2006.

Certified Divorce Financial Analyst® (CDFA™)

#### OTHER ACTIVITIES

Karla Rossetti Pippins, Founder and President of RIVERSIDE WEALTH MANAGEMENT, in her separate and individual capacity, assists immediate family member in the management of their personal and business affairs. Family members are significant clients of RIVERSIDE WEALTH MANAGEMENT. To assure the confidentiality of client information, RIVERSIDE WEALTH MANAGEMENT has adopted a privacy policy requiring physical and procedural safeguards.

RIVERSIDE WEALTH MANAGEMENT provides consulting services for an immediate family member's business. These services strategy and employee management.

In May of 2021 Karla Rossetti Pippins, lit the investment management and family office services offered by RIVERSIDE WEALTH MANAGEMENT into two distinct firms: Riverside Wealth Management, Inc., and Palm Beach Private LLC. RIVERSIDE WEALTH MANAGEMENT is an investment management firm and Palm Beach Private LLC is a full service multiple family office. Palm Beach Private is a separate, non-financial management and non-investment management company. Palm Beach Private is wholly owned and operated by Karla Rossetti Pippins. Palm Beach Private LLC, and RIVERSIDE WEALTH MANAGEMENT and may work for and share clients. Both firms may share the same staff and some of the same operating infrastructure. All employees and independent contractors that have access to client's personal information will be required to sign a Non-Disclosure Agreement. Each firm will have separate client agreements for services.

Mrs. Pippins devotes a portion of her time to these activities.

Please refer to Item 10, "Other Financial Industry Activities and Affiliations," for information regarding other business activities of the firm and its management personnel.

We are required to disclose all material facts regarding certain legal or disciplinary events pertaining to arbitration awards or other civil, regulatory or administrative proceedings in which our firm or management personnel were found liable or against whom an award was granted.

Our firm and our management personnel have no reportable disciplinary events to disclose.

As previously disclosed in "Other Financial Industry Activities and Affiliations" (Item 10), neither RIVERSIDE WEALTH MANAGEMENT nor our management personnel have a relationship or arrangement with any issuer of securities.