

Cova Private Wealth LLC

Form ADV Part 2A – Disclosure Brochure

Effective: September 2026

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of the Advisor (“Cova Private Wealth LLC” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at info@covapw.com.

The Advisor 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 about the Advisor to assist you in determining whether to retain the Advisor.

Additional information about the Advisor and its advisory persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name.

Cova Private Wealth LLC
Prosper, Texas
Phone: (631) 831-9669

Item 2. Material Changes

Form ADV 2 is divided into two parts: Part 2A (the "Disclosure Brochure") and Part 2B (the "Brochure Supplement"). The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of the Advisor. For convenience, the Advisor has combined these documents into a single disclosure document.

The Advisor believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. The Advisor encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

Since the June 2026 initial filing, the Advisor has revised Item 4 to clarify that sub-advisory management fees charged by AIM or another Third-Party Money Manager are included in Cova Private Wealth's advisory fee. Item 5 has been revised to describe monthly advance billing, beginning-of-month asset valuation, prorated fees for accounts opened during a month, gross-asset billing for accounts using margin or leverage, termination and refund terms, and the qualified custodian's role in calculating and deducting advisory fees. Item 15 has been revised to clarify the valuation of publicly traded, non-public, and illiquid assets. The Chief Compliance Officer is now Christine Heroux.

Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at info@covapw.com.

Item 3. Table of Contents

Item 2. Material Changes.....	2
Item 3. Table of Contents	3
Item 4. Advisory Business.....	4
Item 5. Fees and Compensation	7
Item 6. Performance-Based Fees and Side-by-Side Management.....	8
Item 7. Types of Clients	8
Item 8. Methods of Analysis, Investment Strategies and Risk of Loss.....	8
Item 9. Disciplinary Information.....	10
Item 10. Other Financial Industry Activities and Affiliations.....	10
Item 11. Code of Ethics.....	10
Item 12. Brokerage Practices.....	11
Item 13. Review of Accounts	12
Item 14. Client Referrals and Other Compensation	12
Item 15. Custody	12
Item 16. Investment Discretion	12
Item 17. Voting Client Securities	13
Item 18. Financial Information.....	13
Cova Private Wealth LLC Privacy Notice	14

Item 4. Advisory Business

Cova Private Wealth LLC ("Cova Private Wealth" or "the Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The Advisor is organized as an LLC under the laws of the State of Texas. Cova Private Wealth was founded in May 2026 and became a registered investment advisor in June 2026.

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Cova Private Wealth. For more information regarding this Disclosure Brochure, please contact Christine Heroux, Chief Compliance Officer at cheroux@kbc.team.

Investment Management Services

Cova Private Wealth offers wealth management services including investment management and financial planning services to individuals, high net worth individuals, trusts, estates, charitable organizations, businesses, and retirement plans (each referred to as a "Client"). The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Cova Private Wealth's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

The Advisor provides wealth management services specific to the needs of each individual client. Prior to formulating any investment allocation recommendation, we will work with our clients to ascertain each client's financial profile, demographical information, financial goals, liquidity needs, time horizon and willingness and ability to assume risk, as well as any special considerations relevant to the formulation of the client's investment program. The advisors will then determine an appropriate target investment allocation for each client. We may use third-party managers to provide clients with certain strategies or asset allocations, based upon the information you provide us.

Client investment portfolios generally include a mix of individual equity securities, mutual funds, individual bonds and exchange traded funds. The decision of which target allocation, and which type of investments are utilized will be made in accordance with the client's stated investment objective and risk/volatility parameters. Where appropriate, clients may also engage the Advisor to manage and/or advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). The Advisor will direct or make recommendations on a non-discretionary basis for the allocation of client assets among the various investment options available within the product. These assets are generally maintained at the underwriting insurance company or custodian for the plan trustee or administrator and clients retain responsibility for effecting trades in these accounts.

Clients may, at any time, request restrictions on or customizations to their accounts. However, we reserve the right not to accept and/or terminate the management of a client account if we feel that the customizations or restrictions imposed by the client, in our opinion, prevent us from managing the account in a manner that is consistent with the client's stated investment objectives.

In addition to the services mentioned above, the Advisor may provide its clients with a broad range of comprehensive financial planning services. Our Advisors review a client's financial situation which includes a review of all assets, liabilities, estate, tax and insurance needs. We will conduct an analysis of cash flow, risk tolerance, investment objectives and other evaluation tools to develop a proposed asset allocation.

Clients are advised to promptly notify the Advisor if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon the Advisor's management services.

Financial Planning Services

The Advisor starts with an extensive review of a client's financial situation which includes assets and liabilities as well as estate, tax, and insurance needs. The Firm then employs a risk tolerance and risk capacity-focused simulation to get a detailed cash flow analysis and proposed asset allocation. Financial planning services are

typically offered independently of our investment management services. Financial plans include, but are not limited to:

- investment planning
- life insurance and annuities
- tax concerns
- retirement planning
- college planning
- debt/credit planning
- estate planning

The Advisor may recommend clients engage the firm for additional related services as part of the financial plan, or we may recommend other professionals to implement recommendations made by the Advisor. Clients are under no obligation to act upon any recommendations made by the Advisor under a financial planning engagement or to engage the services of a third-party professional. Clients retain the absolute right to decide whether to act on such recommendations, and if they choose to act on such recommendations, whether to engage the Firm or such professional for such services or to engage another investment adviser or professional of their choosing, which may charge less (or more) for such services. Should a client choose to implement the recommendations contained in the plan, the Advisor suggests the client work closely with his/her attorney, accountant and/or insurance agent.

Implementation of financial plan recommendations is entirely at the client's discretion. Financial planning recommendations are of a generic nature and are not limited to any specific product or service offered by a broker dealer or insurance company. The Advisor will act solely in its capacity as a registered investment advisor and does not provide any legal, accounting or tax advice. Client should seek the counsel of a qualified accountant and/or attorney when necessary. The Advisor may assist clients with tax harvesting, and we will work with a client's tax specialist to answer any questions related to the client's portfolio account.

The primary investment management service we provide is a discretionary asset management program. Clients participating in this program are generally placed in a model overseen by a financial professional at our firm. Under this program, Cova Private Wealth is authorized to buy and sell investments in the account without asking you in advance. We will monitor the portfolio's performance on an ongoing and continuous basis, unless otherwise agreed, and will make adjustments and reallocations as necessary due to changes in market conditions and your unique circumstances.

Clients have the ability to impose reasonable restrictions and guidelines on investing in certain securities, types of securities or industry sectors. We expect all such restrictions to be timely communicated to us. Client restrictions and guidelines could negatively affect investment performance.

Clients must inform us of any changes to their financial circumstances, investment objectives or risk tolerance, or of any modifications or restrictions that are imposed on the management of the client's account. In this manner, our firm can better serve clients' needs.

Retirement Plan Advisory Services

Cova Private Wealth provides 3(21) and 3(38) retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor.

Services generally include:

- Plan Participant Enrollment and Education Tracking
- Investment Oversight
- Ongoing Investment Recommendation and Assistance

These services are provided by Cova Private Wealth serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the

Plan Sponsor is provided with a written description of Cova Private Wealth' fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

Under the Retirement Plan Advisory Services Program, Cova Private Wealth may serve as a discretionary investment manager, as defined in section 3(38) of ERISA, pursuant to written authorization granted by the client to Cova Private Wealth. Neither Cova Private Wealth nor your individual advisor is granted any authority to take custody or possession of any plan assets.

Selection of Other Advisers

When appropriate, Cova Private Wealth will engage with a Third-Party Money Manager ("TPMM") for asset management services. Depending on your needs and circumstances we may recommend that you use the services of a TPMM to manage all, or a portion of, your investment portfolio. After gathering information about your financial situation and objectives, we may recommend that you engage a specific TPMM or investment program. Factors that we take into consideration when making our recommendation include, but are not limited to, the TPMM's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance and investment objectives.

We will monitor the TPMM(s)' performance to ensure its management and investment style remain aligned with your investment goals and objectives. The TPMM(s) will actively manage your portfolio or a portion of your portfolio in such cases and will assume discretionary investment authority over your account or a portion of your account. With some TPMM programs, we will assume discretionary authority to hire and fire TPMM(s) and/or reallocate your assets to other TPMM(s) where we deem such action appropriate.

When a Third-Party Money Manager ("TPMM") is engaged to manage or provide model strategies for all or a portion of your account, the applicable sub-advisory management fee is included in Cova Private Wealth's advisory fee. Cova Private Wealth pays the sub-advisory management fee from the advisory fee it receives, and you will not incur a separate or additional advisory fee solely for the use of a TPMM. Other third-party expenses, including custody, transaction, fund, account administration, wire-transfer, or similar charges, remain separate as described below.

Recommending Rollovers and Transfers

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of: 1) Leaving the funds in your employer's (former employer's) plan; 2) moving the funds to a new employer's retirement plan; 3) cashing out and taking a taxable distribution from the plan; and/or 4) rolling the funds into an IRA rollover account. Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney. Our recommendations may include any of them, depending on what we feel is in your best interest.

We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. As a fiduciary, we are required to document the reason(s) for why the recommendation we made is in your best interest.

Assets Under Management

This is the initial filing of the Disclosure Brochure. Assets under management will be updated upon the next filing.

Item 5. Fees and Compensation

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and the Advisor.

Investment Management Fee (also referred to as "Advisory Fee")

Fees for investment management services are based on a percentage of assets under management and are billed monthly in advance. The monthly fee is calculated using the total market value of assets under management as of the beginning of the first day of the current month, based on a 365-day calendar year. Accounts opened during a month are assessed a prorated fee based on the number of active management days. For accounts using margin or leverage, the fee is calculated on the account's gross asset value without deduction for outstanding margin balances, debit balances, or margin loans. The specific annual fee and any applicable breakpoints are stated in the Client Risk Tolerance Questionnaire, and the annual advisory fee will not exceed 2.50%.

The asset management services continue until terminated. Either you or the Advisor may terminate the agreement at any time by providing written notice. If you terminate within five business days after signing the agreement, all prepaid fees will be refunded without penalty. Thereafter, any prepaid, unearned fees will be promptly refunded on a pro rata basis using the number of days services were actually provided during the final billing period.

Fees are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

To have fees deducted from your account, you must authorize the qualified custodian of your account to calculate and deduct Cova Private Wealth's advisory fee directly from the account and remit the payment to Cova Private Wealth. The qualified custodian will provide account statements showing advisory-fee deductions. You should review those statements and notify Cova Private Wealth promptly if you believe a fee deduction is inaccurate.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. Securities transaction fees for Client-directed trades may be charged back to the Client.

In addition, all fees paid to Cova Private Wealth for wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Cova Private Wealth, but would not receive the services provided by Cova Private Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Cova Private Wealth to fully understand the total fees to be paid.

Financial Planning Fees

Fees charged for our financial planning services are negotiable based upon the type of client, the services requested, the investment adviser representative providing advice, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative.

The fees for financial planning and/or consulting services are billed on a project basis. A mutually agreed upon fixed

fee is charged for financial planning services under this arrangement which will be outlined in your financial planning agreement. There is no minimum fee required for financial planning or consulting services.

The Advisor may request a retainer to initiate financial planning and consulting services. However, we will not request the prepayment of fees more than \$1,200 in advisory fees more than six months in advance.

For financial planning services performed by the Advisor under a fixed fee arrangement, you will pay the Advisor a pro-rated fixed fee equivalent to the percentage of work completed as determined by the Advisor. In the event there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded to you.

Retirement Plan Advisory Fees

The fees for 3(21) or 3(28) retirement plan advisory are based on a percentage of assets under management and are billed monthly in arrears. The monthly fee is calculated using the total market value of assets under management as of the ending balance of the current month, based on a 365-day calendar year. Accounts opened during a month are assessed a prorated fee based on the number of active management days.

Item 6. Performance-Based Fees and Side-by-Side Management

The Advisor does not provide any services for performance-based fees. Performance-based fees are those based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7. Types of Clients

Cova Private Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, businesses, and retirement plans. Cova Private Wealth generally does not impose a minimum relationship size.

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

Methods of Analysis

Cova Private Wealth employs several analysis methods in developing investment strategies for its Clients. Research and analysis from Cova Private Wealth are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Technical Analysis: Involves studying past price patterns, trends and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities.

Risk: The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis: Involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

Risk: The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Cyclical Analysis: A type of technical analysis that involves evaluating recurring price patterns and trends. Economic/business cycles may not be predictable and may have many fluctuations between long-term

expansions and contractions.

Risk: The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. **It is important that you notify us immediately with respect to any material changes to your financial circumstances, including for example, a change in your current or expected income level, tax circumstances, or employment status.**

Margin Transactions: A securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

Risk: If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.

Alternatives: A financial asset that does not fall into one of the conventional investment categories. Alternative investments can include private equity or venture capital, hedge funds, managed futures, art and antiques, commodities, and derivatives contracts. Real estate is also often classified as an alternative investment.

Risk: Alternatives are less liquid than many other investments, with some private funds and real estate investments having set periods in which the assets invested cannot be redeemed and that investment cannot be sold. There is also a higher risk of loss of principal with alternative assets, in part due to the illiquidity of these types of investments.

Real Estate Investment Trust: A real estate investment trust ("REIT") is a corporate entity which invests in real estate and/or engages in real estate financing. A REIT reduces or eliminates corporate income taxes. REITs can be publicly or privately held. Public REITs may be listed on public stock exchanges. REITs are required to declare 90% of their taxable income as dividends, but they actually pay dividends out of funds from operations, so cash flow has to be strong or the REIT must either dip into reserves, borrow to pay dividends, or distribute them in stock (which causes dilution). After 2012, the IRS stopped permitting stock dividends. Most REITs must refinance or erase large balloon debts periodically. The credit markets are no longer frozen, but banks are demanding, and getting, harsher terms to re-extend REIT debt. Some REITs may be forced to make secondary stock offerings to repay debt, which will lead to additional dilution of the stockholders. Fluctuations in the real estate market can affect the REIT's value and dividends.

Private Placements: A private placement (non-public offering) is an illiquid security sold to qualified investors and are not publicly traded nor registered with the Securities and Exchange Commission.

Risk: Private placements generally carry a higher degree of risk due to illiquidity. Most securities that are acquired in a private placement will be restricted securities and must be held for an extended amount of time and therefore cannot be sold easily. The range of risks is dependent on the nature of the partnership and are

disclosed in the offering documents.

Other Risk Considerations

When evaluating risk, financial loss may be viewed differently by each client and may depend on many different risks, each of which may affect the probability and magnitude of any potential losses. The following risks may not be all-inclusive but should be considered carefully by a prospective client before retaining our services.

Liquidity Risk: The risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price, or it may not be possible to sell the investment at all.

Credit Risk: Credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Inflation and Interest Rate Risk: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many types of fixed income investments to decline.

Horizon and Longevity Risk: The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments that you were expecting to hold for the long term. If you must sell at a time that the markets are down, you may lose money. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for people who are retired or are nearing retirement.

Item 9. Disciplinary Information

The Advisor is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management. The Advisor does not have any required disclosures to this Item.

Item 10. Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

Certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with Cova Private Wealth. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Advisory Persons or the Advisor.

Item 11. Code of Ethics

The Advisor is committed to providing investment advice with the utmost professionalism and integrity. Our firm strives to identify, manage and/or mitigate conflicts of interest and has adopted policies, procedures and oversight mechanisms to address conflicts of interest. We have adopted a Code of Ethics that emphasizes our fiduciary obligation to put client interests first and is designed to ensure personal securities transactions, activities, and interests of employees will not interfere with the responsibilities to make decisions in the best interest of clients. All supervised persons must acknowledge and comply with our Code of Ethics.

Employee Personal Trading

The Advisor and persons associated with The Advisor ("Associated Persons") are permitted to buy or sell securities that it also recommends to clients consistent with The Advisor's policies and procedures. The Advisor

has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("Code of Ethics"). The Advisor's Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by the Advisor or any of its associated persons. The Code of Ethics also requires that certain of the Advisor's personnel (called "Access Persons") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of the Advisor 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. Under the Code of Ethics, certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of the Advisor's clients. Nonetheless, because the Code of Ethics would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between the Advisor and its clients. Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with the Advisor's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. The Advisor's will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

This *Code of Ethics* has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by *Access Persons* to be completed without any appreciable impact on the markets of such securities. Therefore, under certain limited circumstances, exceptions may be made to the policies stated above. **Clients and prospective clients may contact the Advisor to request a copy of its *Code of Ethics*.**

Item 12. Brokerage Practices

The Advisor may recommend the brokerage and custodial services of Charles Schwab & Co., Inc ("Schwab"). Schwab is a registered broker-dealer that charges brokerage commissions or transaction fees for effecting securities transactions. The Advisor recommends the services of Schwab based on a number of factors including financial strength, reputation, execution, pricing, responsiveness, fees, research, and other services.

Directed Brokerage

You may direct us, in writing, to use a particular custodian/broker-dealer to execute some or all the transactions for your account. In this case, you are responsible for negotiating the terms and arrangements for the account with the custodian/broker-dealer. We will not be able to negotiate commissions, obtain volume discounts or best execution pricing. In addition, under these circumstances, a difference in commission charges may exist between the commissions charged to clients who direct us to use a particular custodian/ broker-dealer and clients who do not direct us to use a particular custodian/broker-dealer.

Aggregation of Orders

Certain trades may be aggregated, (i.e. blocked or bunched). The blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts where transaction costs are shared equally and on a pro-rated basis between all accounts included in the block. Block trading allows us to execute equity or fixed income trades in a timely, equitable manner and to reduce overall commission charges to clients. Clients who do not provide the Advisor with discretion will not participate in block trades, and their trades in similar securities will be placed with brokers after trades for discretionary accounts. Accounts owned by supervised persons

of our firm may participate in block trading with your accounts; however, these individuals will not be given preferential treatment of any kind.

Item 13. Review of Accounts

The Advisor monitors clients' portfolios as part of an ongoing process while regular account reviews are conducted on at least an annual basis for clients. For those clients to whom the Advisor provides financial planning and/or consulting services, reviews are conducted on an "as needed" basis. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with the Advisor and to keep the Advisor informed of any changes thereto. The Advisor contacts ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact of any changes in the client's financial situation and/or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Clients should compare the account statements they receive from their custodian with those they receive from the Advisor. Those clients to whom the Advisor provides financial planning and/or consulting services will receive reports from the Advisor summarizing its analysis and conclusions upon request and as otherwise agreed to in writing by the Advisor.

Item 14. Client Referrals and Other Compensation

The Advisor is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. In addition, The Advisor is required to disclose any direct or indirect compensation that it provides to any person who is not a supervised person for client referrals. The Firm does not currently provide compensation to any third-party solicitors for client referrals.

Item 15. Custody

When you establish a relationship with our firm for investment management services, your assets will be maintained by a bank, broker-dealer, mutual fund transfer agent, or other institution deemed a qualified custodian by the SEC. The custodian executes and clears transactions, maintains custody of account assets, and performs other custodial functions. Publicly traded securities are valued using official closing exchange quotations as of the applicable valuation date. Non-public or illiquid assets are valued at fair market value as determined in good faith by Cova Private Wealth. The Advisor does not maintain physical possession of client funds or securities. We utilize Charles Schwab & Co., Inc. as a qualified custodian for client accounts.

Nevertheless, the Advisor is deemed to have custody, pursuant to Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended, due to its authority over certain accounts deduct advisory fees from Client accounts and to distribute assets subject to a third-party standing letter of authorization. The firm relies on the seven requirements outlined in the SEC's No-Action Letter to the Investment Advisers Association, dated February 21, 2017, which provides relief from an annual surprise custody examination by an independent public accountant.

You will receive monthly and/or quarterly account statements directly from the qualified custodian. The Advisor may also provide you with written quarterly performance reports for your account. We urge you to carefully review your account statements and compare the account balances with the balances reflected on any performance report you may receive from our firm for accuracy. Balances on our reports may vary slightly from custodial statements due to differences in accounting procedures, reporting dates, valuation methodologies of certain securities or other operational factors. You should promptly notify us if you do not receive account statements from your custodian at least quarterly or if you believe the information on your account statements is inaccurate.

Item 16. Investment Discretion

The Advisor 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. 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 the Advisor. 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 a wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by the Advisor will be in accordance with each Client's investment objectives and goals.

Typically, under third-party investment management arrangements, the third-party investment manager exercises discretion in the management of your account. All securities transactions are selected and executed by that manager. We do not manage or obtain discretionary authority over the assets in those accounts. You may, however, grant us the discretionary authority to hire and fire such third-party managers on your behalf.

Item 17. Voting Client Securities

Cova Private Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18. Financial Information

Neither Cova Private Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Cova Private Wealth to meet all obligations to its Clients. Neither Cova Private Wealth, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Cova Private Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future.

Cova Private Wealth LLC Privacy Notice

Effective Date: September 2026

Our Commitment to You

Cova Private Wealth Advisors, LLC (“**Cova Private Wealth**” or the “**Adviser**”) is committed to safeguarding the use of personal information of our Clients (also referred to as “**you**” and “**your**”) that we obtain as your Investment Adviser, as described here in our Privacy Policy (“**Policy**”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Cova Private Wealth (also referred to as “**we**”, “**our**” and “**us**”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Cova Private Wealth does not sell your non-public personal information to anyone. Nor do we provide such information to others except for reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know

Registered Investment Advisors (“**RIAs**”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address, and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What information do we collect from other sources?

Custody, brokerage, and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural, and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information. **We require third parties that assist in providing our services to you to protect the personal information they receive from us.**

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties as necessary for us to provide agreed upon services to you, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations, estate planning, tax planning; and credit reporting.	Yes	No
Marketing Purposes Cova Private Wealth does not disclose personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Cova Private Wealth or the client has a formal agreement with the financial institution. We will only share information for the purpose of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Cova Private Wealth does not disclose non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Privacy Notice annually for as long as you maintain an ongoing relationship with us. Periodically we may revise this Notice and will provide you with a revised version if the changes materially alter the previous Privacy Notice. We will not, however, revise our policies to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at info@covapw.com.