

Wickford Wealth Management, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 21, 2024

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Wickford Wealth Management, LLC (formerly Kolb Wealth Management, LLC and herein “Wickford Wealth Management” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (401) 273-7300 or by email at joseph@wickfordwealth.com.

Wickford Wealth Management is a registered investment advisor located in the State of Rhode Island. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“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 Wickford Wealth Management to assist you in determining whether to retain the Advisor.

Additional information about Wickford Wealth Management and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 164675.

Wickford Wealth Management, LLC
16 West Main Street, North Kingstown, RI 002852
Phone: (401) 273-7300
www.wickfordwealth.com

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 Advisory Persons of Wickford Wealth Management. For convenience, the Advisor combined these documents into a single disclosure document.

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

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to clients.

- The Advisor has removed its maximum fee. Please see Item 5 for additional information

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 or CRD# 164675. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (401) 273-7300 or by email at joseph@wickfordwealth.com.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	1
Item 3 – Table of Conte	3
Item 4 – Advisory Services	4
A. Firm Information	4
B. Advisory Services Offered	4
C. Client Account Management	5
D. Wrap Fee Programs.....	6
E. Assets Under Management	6
Item 5 – Fees and Compensation	6
A. Fees for Advisory Services	6
B. Fee Billing.....	7
C. Other Fees and Expenses	7
D. Advance Payment of Fees and Termination	7
E. Compensation for Sales of Securities	8
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
A. Methods of Analysis	8
B. Risk of Loss	9
Item 9 – Disciplinary Information	10
Item 10 – Other Financial Industry Activities and Affiliations	10
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	10
A. Code of Ethics	10
B. Personal Trading with Material Interest.....	10
C. Personal Trading in Same Securities as Clients.....	10
D. Personal Trading at Same Time as Client	11
Item 12 – Brokerage Practices	11
A. Recommendation of Custodian[s]	11
B. Aggregating and Allocating Trades	12
Item 13 – Review of Accounts	12
A. Frequency of Reviews	12
B. Causes for Reviews	12
C. Review Reports	12
Item 14 – Client Referrals and Other Compensation	12
A. Compensation Received by Wickford Wealth Management	12
B. Compensation for Client Referrals	12
Item 15 – Custody	12
Item 16 – Investment Discretion	13
Item 17 – Voting Client Securities	13
Item 18 – Financial Information	14
Item 19 – Requirements for State Registered Advisors	14
A. Educational Background and Business Experience of Principal Officer.....	14
B. Other Business Activities of Principal Officer	14
C. Performance Fee Calculations.....	14
D. Disciplinary Information	14
E. Material Relationships with Issuers of Securities.....	14
Form ADV Part 2B – Brochure Supplement	15
Privacy Policy	17

Item 4 – Advisory Services

A. Firm Information

Wickford Wealth Management, LLC (“Wickford Wealth Management” or the “Advisor”) is a registered investment advisor located in the State of Rhode Island. The Advisor is organized as a limited liability company (“LLC”) under the laws of Rhode Island. Wickford Wealth Management was founded in August 2012 under the business name Kolb Wealth Management, LLC. The Advisor changed its legal name to Wickford Wealth Management, LLC in January 2019. Wickford Wealth Management is owned and operated by Joseph E. Kolb (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Wickford Wealth Management.

B. Advisory Services Offered

Wickford Wealth Management offers investment advisory services to individuals and high net worth individuals (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. Wickford Wealth Management’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.

Investment Management Services

Wickford Wealth Management provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and consulting services. Wickford Wealth Management works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. The Advisor will implement the strategy through its internal investment management.

Wickford Wealth Management typically constructs investment portfolios utilizing low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax ramifications.

Wickford Wealth Management employs a Core & Satellite strategy to develop broadly diversified portfolios for its Clients that utilize both strategic and tactical asset allocation within the portfolio. Portfolios are constructed to minimize costs, taxes, and volatility.

The Core Portfolio is a broadly diversified portfolio made up of seven asset classes, which is further diversified through the use of mutual funds and ETFs. Although strategic in nature, the portfolio is tactically managed to reduce or increase risk by shifting equity and fixed income holdings based on current and forecasted economic conditions. Satellite portfolios are an actively managed portion of the Client’s portfolio, which utilizes tactical asset allocation in the security selection process in order to produce excess returns or alpha, where appropriate. The Advisor may also utilize individual stocks, bonds and other types of securities as necessary to meet the needs of its Clients.

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

Wickford Wealth Management evaluates and selects securities for inclusion in Client portfolios only after applying their internal due diligence process. Wickford Wealth Management may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Wickford Wealth Management may recommend specific positions to increase sector or asset class weightings. Wickford Wealth Management may recommend selling positions for

Wickford Wealth Management, LLC
16 West Main Street, North Kingstown, RI 02852
Phone: (401) 273-7300
www.wickfordwealth.com

reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

At no time will Wickford Wealth Management accept or maintain custody of a Client's funds or securities except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the agreement. For additional information, please see Item 12 – Brokerage Practices.

Financial Planning Services

Wickford Wealth Management will typically provide a variety of financial planning and consulting services to Clients either as a component of investment management services, or pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives.

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

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Wickford Wealth Management may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client’s financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to execute the transaction through the Advisor.

C. Client Account Management

Prior to engaging Wickford Wealth Management to provide investment advisory services, each Client is required to enter into one or more advisory agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Wickford Wealth Management, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- Asset Allocation – Wickford Wealth Management will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Wickford Wealth Management will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Wickford Wealth Management will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Programs

Wickford Wealth Management does not manage or place Client assets into a wrap fee program. However, the Advisor may absorb the securities transaction costs for certain Client accounts. Investment management services are provided directly by Wickford Wealth Management.

E. Assets Under Management

As of December 31, 2023, Wickford Wealth Management manages \$50,243,222 in Client assets, all of which are on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, at the end of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the quarter. Investment advisory fees are based on the following schedule:

Assets Under Management	Annual Rate
Up to \$1,000,000	0.75%
\$1,000,001 to \$2,000,000	0.50%
\$2,000,001 and over	0.25%

Certain legacy clients may be billed under a different fee schedule. The investment advisory fee in the first quarter of service is prorated to the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Wickford Wealth Management will be independently valued by the Custodian. Wickford Wealth Management will conduct periodic reviews of the Custodian’s valuations.

The Advisor’s fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial Planning Services

Wickford Wealth Management offers stand-alone financial planning services. These services can be charged at either an hourly or fixed rate. Hourly fees range up to \$300. Fixed fees may be negotiated based on the expected number of hours and the duration of the engagement at the Advisor’s hourly rate. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services.

B. Fee Billing

Investment Management Services

The Custodian will be calculated by the Advisor and deducted investment advisory fees from the Client account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Wickford Wealth Management at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Wickford Wealth Management directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Financial Planning Services

Financial planning fees are invoiced by the Advisor upon completion of the engagement deliverable[s] and are due upon receipt.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Wickford Wealth Management, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution and custody fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. The fees charged by Wickford Wealth Management are separate and distinct from these custody and execution fees.

In addition, all fees paid to Wickford Wealth Management for investment advisory 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 Wickford Wealth Management, but would not receive the services provided by Wickford Wealth Management which are designed, among other things, to assist the Client in determining which products or services are most appropriate to 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 Wickford Wealth Management to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services

Wickford Wealth Management is compensated for its investment management services at the end of the calendar quarter, after investment advisory services are rendered. Either party may request to terminate the investment advisory agreement with Wickford Wealth Management, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's investment management agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Client's investment advisory agreement with the Advisor is non-transferable without Client's prior consent.

Financial Planning Services

Wickford Wealth Management is compensated for its financial planning engagements after the completion of the engagement deliverable[s]. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Wickford Wealth Management does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

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

Wickford Wealth Management does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Wickford Wealth Management offers investment advisory services to individuals and high net worth individuals. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Wickford Wealth Management generally requires a minimum relationship size of \$250,000 to effectively implement its investment process. The minimum engagement size may be reduced at the sole discretion of the Advisor.

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

A. Methods of Analysis

Wickford Wealth Management employs fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from Wickford Wealth Management 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.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the

future. Even if the trend will eventually reoccur, there is no guarantee that Goodman Advisory Group will be able to accurately predict such a reoccurrence.

As noted above, Wickford Wealth Management generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Wickford Wealth Management will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Wickford Wealth Management may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Wickford Wealth Management will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

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

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment approach:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Wickford Wealth Management or its owner.

Wickford Wealth Management values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and it's Advisor Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 164675.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Wickford Wealth Management and Mr. Kolb is to provide investment advisory services to its Clients. Neither Wickford Wealth Management nor its advisory personnel are involved in other business endeavors. Wickford Wealth Management does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

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

A. Code of Ethics

Wickford Wealth Management has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client, as defined under the applicable laws and regulations. This Code of Ethics applies to all persons associated with Wickford Wealth Management ("Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Wickford Wealth Management and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Wickford Wealth Management and its Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that may address employee ethics and conflicts of interest. To request a copy of the Code of Ethics, please contact the Advisor at (401) 273-7300 or via email at joseph@wickfordwealth.com.

B. Personal Trading with Material Interest

Wickford Wealth Management allows Supervised Persons to purchase or sell of the same securities that may be recommended to and purchased on behalf of Clients. Wickford Wealth Management does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Wickford Wealth Management does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Wickford Wealth Management allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and

mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Wickford Wealth Management by conducting a coordinated review of personal accounts and the accounts of the Clients. The ADvisor also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Wickford Wealth Management allows Supervised Persons to purchase or sell of the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time, will Wickford Wealth Management transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Wickford Wealth Management does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Wickford Wealth Management to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Wickford Wealth Management does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Wickford Wealth Management does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Wickford Wealth Management. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Wickford Wealth Management may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices.

Wickford will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Wickford maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab (Please see Item 14 below.) The following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Wickford Wealth Management does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive certain economic benefits from its Custodians. Please see Item 14 below.**

2. Brokerage Referrals - Wickford Wealth Management does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Wickford Wealth Management will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Wickford Wealth Management will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Wickford Wealth Management will execute its transactions through the Custodian as authorized by the Client.

Wickford Wealth Management may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Kolb, Principal and Chief Compliance Officer of Wickford Wealth Management. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Wickford Wealth Management if changes occur in his/her personal financial situation that might adversely affect his/her investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

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

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Wickford Wealth Management

Wickford Wealth Management is a fee-only advisory firm, who, in all circumstances, is compensated solely by its Clients and not from any investment product. Wickford Wealth Management does not receive commissions or other compensation from product sponsors, broker-dealers or any unrelated third party. Wickford Wealth Management may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Wickford Wealth Management may receive non-compensated referrals of new Clients from various third-parties.

B. Compensation for Client Referrals

Wickford Wealth Management does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Participation in Institutional Advisor Platform

Wickford has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Wickford. As a registered investment advisor participating on the Schwab Advisor Services platform, Wickford receives access to software and related

support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisors recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client’s funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to Wickford that may not benefit the Client, including educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Wickford believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Item 15 – Custody

Wickford Wealth Management does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor’s fees and certain money movement authority as described below. All Clients must place their assets with a “qualified custodian”. Clients are required to engage the Custodian to retain their funds and securities and authorize Wickford Wealth Management to utilize the Custodian for the Client’s security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Wickford Wealth Management to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

Item 16 – Investment Discretion

Wickford Wealth Management 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 Wickford Wealth Management. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client’s execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Wickford Wealth Management will be in accordance with each Client’s investment objectives and goals.

Item 17 – Voting Client Securities

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

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal Officer of Wickford Wealth Management is Joseph E. Kolb. Information regarding the formal education and background of Mr. Kolb is included in Item 2 – Educational Background and Business Experience of his part Part 2B below.

B. Other Business Activities of Principal Officer

Mr. Kolb is dedicated to the investment advisory activities of Wickford Wealth Management's Clients. Mr. Kolb does not have any other business activities

C. Performance Fee Calculations

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

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding the Advisor or Mr. Kolb. Neither Wickford Wealth Management nor Mr. Kolb has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Wickford Wealth Management or Mr. Kolb.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Wickford Wealth Management or Mr. Kolb.***

E. Material Relationships with Issuers of Securities

Neither Wickford Wealth Management nor Mr. Kolb have any relationships or arrangements with issuers of securities.

Form ADV Part 2B – Brochure Supplement

for

Joseph E. Kolb
Principal and Chief Compliance Officer

Effective: March 21, 2023

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Joseph E. Kolb (CRD# **5557883**) in addition to the information contained in the Wickford Wealth Management, LLC (formerly Kolb Wealth Management, LLC and herein “Wickford Wealth Management” or the “Advisor” - CRD #164675) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Wickford Wealth Management Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (401) 273-7300 or by email at joseph@wickfordwealth.com.

Additional information about Mr. Kolb is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov.

Wickford Wealth Management, LLC
16 West Main Street, North Kingstown, RI 02852
Phone: (401) 273-7300
www.wickfordwealth.com

Item 2 – Educational Background and Business Experience

The Principal and Chief Compliance Officer of Wickford Wealth Management is Joseph E. Kolb. Mr. Kolb, born in 1965, is a dedicated Portfolio Manager for Client accounts of Wickford Wealth Management. Mr. Kolb earned a Bachelor of Science in Business and Finance from Southern New Hampshire University in 2010. In addition, Mr. Kolb earned an Associates Degree in Finance from the Community College of Rhode Island. Mr. Kolb earned a Financial Planning Certificate from Bryant University in 2006. Additional information regarding Mr. Kolb's employment history is included below.

Employment History:

Principal and Chief Compliance Officer, Wickford Wealth Management, LLC	08/2012 to Present
Advisor, StrategicPoint Investment Advisors	03/2008 to 09/2012

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Kolb. Mr. Kolb has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Kolb.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. **As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Kolb.**

However, we do encourage you to independently view the background of Mr. Kolb on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his CRD# 5557883.

Item 4 – Other Business Activities

Mr. Kolb is dedicated to the investment advisory activities of Wickford Wealth Management's Clients. Mr. Kolb does not have any other business activities.

Item 5 – Additional Compensation

Mr. Kolb is dedicated to the investment advisory activities of Wickford Wealth Management's Clients. Mr. Kolb does not receive any additional forms of compensation.

Item 6 – Supervision

Mr. Kolb serves as the Principal and Chief Compliance Officer of Wickford Wealth Management. Mr. Kolb can be reached at (401) 273-7300.

Wickford Wealth Management has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Wickford Wealth Management. Further, Wickford Wealth Management is subject to regulatory oversight by various agencies. These agencies require registration by Wickford Wealth Management and its Supervised Persons. As a registered entity, Wickford Wealth Management is subject to examinations by regulators, which may be announced or unannounced. Wickford Wealth Management is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

Mr. Kolb does not have any additional information to disclose.

Privacy Policy

Effective: March 21, 2023

Our Commitment to You

Wickford Wealth Management, LLC (formerly Kolb Wealth Management, LLC and herein "Wickford Wealth Management" or the "Advisor") is committed to safeguarding the use of your personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, 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 we can to maintain that trust. Wickford Wealth Management (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.

Wickford Wealth Management does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and proper 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 Privacy 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?

Driver's license number	Date of birth
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?
<p>Servicing our Clients With the consent of the Client, the Advisor may share non-public personal information with non-affiliated third parties (such as broker-dealers, custodians, other financial institutions and service providers) as necessary to provide the agreed upon services to the Client. Sharing will occur only as consistent with applicable laws and regulations in the State in which the Client resides. Please see additional rules for Massachusetts below. The Advisor may share personal information with the above-referenced parties for account opening, processing transactions, account maintenance; and other Client service activities.</p> <p>The Advisor may share the following types of information with the above-referenced parties:</p> <ul style="list-style-type: none"> • Name, address and phone number[s] • E-mail address[s] • Driver's license number • Social security or taxpayer identification number • Date of birth • Assets and liabilities • Income and expenses • Investment activity • Investment experience and goals <p>The Client may also request that the Advisor share non-public personal information with other individuals and businesses. Prior to such sharing, the Advisor will require an executed Information Sharing Authorization from the Client for <u>each</u> authorized party. The Client may rescind these authorizations at any time.</p> <p>The Client may limit sharing of the above-referenced information. However, limiting the sharing of this information could also limit the Advisor's ability to perform the services outlined in the Client's agreement with the Advisor.</p>	Yes	Yes
<p>Response to Regulatory Inquiries The Advisor may be required by securities regulators to provide non-public personal information in connection with audits and other inquiries.</p>	Yes	No
<p>Marketing Purposes Wickford Wealth Management does not disclose, and does not intend to 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 Wickford Wealth Management or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.</p>	No	N/A
<p>Information About Former Clients Wickford Wealth Management does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients, except for inquiries by securities regulators as noted above.</p>	No	N/A

Massachusetts Clients	In response to Massachusetts law, the Client must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client’s execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.
-----------------------	---

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy 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 the 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 (401) 273-7300 or via email at joseph@wickfordwealth.com.