Form ADV Part 2A — Firm Brochure

Dated October 1, 2026 · Material Amendment

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Firm IARD/CRD No. **309890** · Victor E. Gersten Individual CRD **6160946**

This Brochure provides information about the qualifications and business practices of Gersten Financial Planning Inc., doing business as Cross Border Wealth Advisors and Juntos en tus finanzas. If you have any questions about the contents of this Brochure, please contact us at (858) 867-3160 or info@cbwealthadvisors.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Juntos en tus finanzas is the name under which the firm offers the Plan Familiar service described in Items 4 and 5 to clients who prefer to receive financial planning in Spanish. It is the same registered investment adviser, subject to the same fiduciary duty, and this Brochure applies in full.

Cross Border Wealth Advisors is registered as an Investment Adviser. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about Cross Border Wealth Advisors is available on the SEC's website at www.adviserinfo.sec.gov, which can be found using the firm's identification number 309890.

Item 2: Material Changes

Our annual updating amendment for fiscal year 2025 was filed on January 20, 2026. We subsequently filed other-than-annual amendments on April 13, 2026, May 29, 2026, and September 11, 2026, the last carrying the Brochure dated August 31, 2026. This filing is an other-than-annual (material) amendment filed pursuant to CCR § 260.241.4. This Brochure is effective October 1, 2026. The following material changes have been made since the Brochure dated August 31, 2026:

- **Item 5 billing method and timing.** Item 5 now states the firm's two billing channels: where the Client has authorized fee deduction at the custodian, asset-based fees are billed quarterly in arrears on the quarter-end value; where the Client pays by invoice, fees are billed quarterly in advance on the preceding quarter-end value. Item 5 now discloses that Clients who pay by invoice in advance are not charged the fee on Assets Under Advisement, and describes how a household's fee is allocated among the Client's managed accounts. The previous Brochure described a single billing basis that did not match the firm's practice for Clients billed at the custodian.
- **Item 13 reports and review cadence.** Item 13 now describes the written reports the firm delivers to Sailor, Settler and Founder Package Clients and the quarterly review cadence for Settler and Founder Package Clients, replacing the previous statement that the firm provides no reports other than financial plans.
- **Explorer Package discontinued.** The firm no longer offers the Explorer Package (one-time project-based financial plan) to new Clients. Engagements entered into before October 1, 2026 continue to

completion under their existing terms. Clients seeking a one-time plan may be offered the Plan Familiar described below, or referred to another adviser.

- **New Founder Package (Items 4, 5, 7, 13).** The firm now offers the Founder Package for Clients who own a business and are relocating to, or already resident in, Spain. The Founder Package includes everything in the Settler Package and adds planning for the Client's ownership interest: entity structure, the interaction of the business with Spanish residency and the special expatriate regime, owner compensation, and the coordination of the business's tax and reporting obligations in both countries. It carries a higher initial engagement fee and a higher minimum annual fee than the Settler Package and is available for agreements entered into on or after January 1, 2027.
- **New DBA and new service: Juntos en tus finanzas / Plan Familiar (Items 1, 4, 5, 7, 8, 13, 19).** The firm now offers a one-time, fixed-fee financial planning engagement called the Plan Familiar under the name Juntos en tus finanzas, delivered primarily in Spanish. The Plan Familiar is delivered in part through a personalized video generated with artificial-intelligence tools from a script written and reviewed by the Advisor. See Items 4 and 8.
- **Business names.** The name "Expat Financial Planning" has been removed from this Brochure; the firm no longer uses it, and it was removed from Form ADV Part 1A on September 11, 2026.
- **Effective date and existing Clients.** This Brochure, and the fee schedule in Item 5, apply to advisory agreements entered into on or after October 1, 2026. Clients who entered into an advisory agreement before that date remain grandfathered into their existing agreement. No existing Client's fee is changed by this amendment. The Founder Package and the Plan Familiar are available for agreements entered into on or after January 1, 2027.

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

Item 3: Table of Contents

Item 4: Advisory Business

Description of Advisory Firm

Gersten Financial Planning Inc. d/b/a Cross Border Wealth Advisors is registered as an Investment Adviser whose principal place of business is located in San Diego, California (3650 Wightman Street, San Diego, CA 92104). We were founded in 2020. Victor E. Gersten is the principal owner.

As used in this brochure, the words "CBWA," "we," "our firm," "Advisor," and "us" refer to Gersten Financial Planning Inc., and the words "you," "your," and "Client" refer to you as either a client or prospective client of our firm.

Types of Advisory Services

Wealth Management

Wealth Management encompasses financial planning and investment management services. This service involves working one-on-one with a planner over an extended period of time. By paying a fixed ongoing fee, clients get to work with a planner who will work with them to develop and implement their plans. The planner will monitor the plan, recommend any changes, and ensure the plan is up to date. Upon desiring a comprehensive plan, a client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefits, retirement planning, insurance, investments, college planning, and estate planning. Once the client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis, and potential changes to their current situation will be reviewed with the client.

Clients subscribing to this service will receive a written or electronic report detailing a financial plan designed to help them achieve their stated financial goals and objectives. The plan and the client's financial situation and goals will be monitored throughout the year, and follow-up phone calls and emails will be made to the client to confirm that any agreed-upon action steps have been carried out. This plan will be reviewed annually to ensure its accuracy and continued appropriateness.

Upon the Client's request, our firm provides ongoing advice to the Client regarding the investment of Client funds, based on the Client's individual needs. Through personal discussions in which goals and objectives based on a Client's particular circumstances are established, we develop a Client's personal investment plan with an asset allocation target and create and manage a portfolio based on those allocation targets. We will also review and discuss a Client's prior investment history, as well as family composition and background. Account supervision is guided by the stated objectives of the Client (e.g., maximum capital appreciation, growth, income, or growth and income), as well as risk tolerance and tax considerations.

We advise our Clients on investments in U.S. and non-U.S. equity and fixed-income securities, including common stocks, corporate and government bonds, U.S. Treasury and municipal securities, open-end mutual funds, exchange-traded funds (including international and emerging-markets ETFs), cash equivalents, and euro-denominated cash and money-market instruments used for currency-hedging purposes. We may also provide advice regarding investments held in the Client's portfolio at the inception of our advisory relationship and/or other investment types not listed above at the Client's request.

When we provide investment management services, Clients grant us limited authority to buy and sell securities on a discretionary or non-discretionary basis. More information on our trading authority is explained in Item 16 of this Brochure. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

When appropriate, we may engage third-party investment advisers ("Outside Managers") to assist in managing Client accounts. We assist Clients in selecting an appropriate allocation model, completing the Outside Manager's investor profile questionnaire, interacting with the Outside Manager, and reviewing the Outside Manager. Our review process and analysis of Outside Managers is further discussed in Item 8 of this Brochure.

Additionally, we will meet with the Client on a periodic basis to discuss changes in their personal or financial situation, suitability, and any new or revised restrictions to be applied to the account.

CBWA has selected GeoWealth Management, LLC CRD No. 148222 ("GeoWealth"), an independent investment manager not affiliated with our firm, as the Outside Manager to manage certain investment assets for client portfolios. CBWA will:

- Assist in the identification of your investment objectives
- Recommend specific investment asset allocation strategies
- Assist in the selection of an appropriate Outside Manager and review performance and progress
- Recommend reallocation among allocation strategies within the program
- Recommend the hiring and firing of Outside Managers utilized by you

Project-Based Financial Planning (Plan Familiar only)

The firm's only project-based financial planning service is the Plan Familiar, offered under the name Juntos en tus finanzas and described under "Service Packages" below. The Explorer Package, a one-time comprehensive plan previously offered under this heading, was discontinued for new Clients effective October 1, 2026; engagements entered into before that date continue to completion under their existing terms.

Financial planning is a comprehensive evaluation of a client's current and future financial position, using known variables to predict future cash flows, asset values, and withdrawal plans. The key defining aspect of financial planning is that, through the process, all questions, information, and analysis will be considered as they affect and are affected by the client's overall financial and life situation. Clients purchasing this service will receive a written or electronic report detailing a financial plan designed to achieve their stated financial goals and objectives.

Financial Planning Topics

In general, the financial plan will address any or all of the following areas of concern. The Client and Advisor will work together to select specific areas to cover. These areas may include, but are not limited to: Cash Flow and Debt Management; College Savings; Estate Planning; Financial Goals; Insurance; Investment Analysis; Retirement Planning; Risk Management; and Tax Planning Strategies.

CCR Section 260.235.2 Disclosure

For clients who receive our Financial Planning services, we must state when a conflict exists between the interests of our firm and the interests of our client. The client is under no obligation to act upon our recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through our firm.

Service Packages

For Client-facing marketing and onboarding, the firm uses brand names that correspond directly to the advisory services described in this Item 4:

- **Sailor Package** — Ongoing Financial Planning + AUA Layer — Aggregated Assets to the Plan, provided on a non-discretionary basis. Includes an initial financial plan, three advisory meetings a year after the initial plan, life-event triggered reviews, review of the Client's United States and Spanish income tax returns before those returns are filed, annual estimated tax projections, portfolio and asset-allocation recommendations including periodic rebalancing guidance that the Client implements, and an AUA reporting layer for accounts the Client elects to aggregate into the plan. The Sailor Package does not include discretionary investment management or tax preparation. CBWA does not prepare or file income tax returns for Sailor Package Clients; return review is an advisory review of returns prepared by the Client's own preparers. Fees described in Item 5.
- **Settler Package** — Wealth Management. Includes ongoing financial planning with four advisory meetings a year after the initial plan, tiered investment management (on a discretionary or non-discretionary basis as elected by the Client), cross-border tax coordination, and payment by CBWA of the Client's United States and Spanish personal tax-preparation invoices up to a combined $3,000 per tax year, for every Settler Package Client regardless of account size (see Item 10). Fees described in Item 5.
- **Founder Package** — Wealth Management for Business Owners. Includes everything in the Settler Package, and adds planning for the Client's ownership interest in a business: analysis of the entity structure the Client holds and whether it should change on relocation; the interaction of the business with the Client's Spanish tax residency, including eligibility for and election of Spain's special regime for inbound workers where applicable; the design of owner compensation across the two tax systems; the Social Security totalization position; the reporting of the business interest in both countries; and coordination with the Client's Spanish and United States corporate tax advisers. **The firm does not form entities, prepare corporate or entity tax returns, run payroll, or give legal, employment or immigration advice; those services are provided by third parties the Client engages directly and CBWA coordinates.** The Founder Package is designed for owner-operators of closely held businesses — sole proprietors, single-member and multi-member LLCs, S corporations, and comparable Spanish forms — and is not designed for companies with employees and operations in both countries, which the firm refers to specialist advisers. Fees described in Item 5.
- **Plan Familiar (offered as Juntos en tus finanzas)** — Project-Based Financial Planning. A one-time, limited-scope financial planning engagement for households seeking a foundational plan without ongoing advisory services, delivered primarily in Spanish with English available on request. After the Client completes a structured online questionnaire and uploads supporting documents (such as recent tax returns, pay statements and account statements), the Advisor reviews the information and prepares (a) a written financial plan summary addressing the Client's cash flow, emergency reserves, debt, retirement savings, tax considerations, insurance, homeownership, education funding, basic estate matters and, where applicable, cross-border considerations for family and property outside the United States; (b) a personalized video in which the Advisor explains the principal findings and recommendations; and (c) a twelve-month action list. The engagement concludes on delivery. The Client may ask clarifying questions about the delivered plan for thirty (30) days after delivery at no additional charge.

Technology-assisted preparation and AI-generated video. The firm uses software, including artificial-intelligence tools, to organize the Plan Familiar Client's responses and documents, to draft portions of the written plan, and to produce the personalized video. The video is generated from a script the Advisor writes and reviews for each Client; it uses a digital likeness and voice model of Victor E. Gersten and is not a live recording. Every plan and every video script is reviewed and approved by Victor E. Gersten, EA, CFP®, MS, MPAS™, before delivery, and the Client is told in the engagement agreement and at the start of the video that the video is AI-generated. The Advisor, not the software, is responsible for the advice. The Plan Familiar does not include investment management, tax preparation or filing, ongoing monitoring, implementation, legal or immigration advice, or continuing advice after the thirty-day period. Clients whose circumstances call for an ongoing engagement, or whose investable assets exceed approximately $1,000,000, will be told so and may be offered the Sailor, Settler or Founder Package under the Cross Border Wealth Advisors name. Fees described in Item 5.

The brand names are descriptive only; the substance, scope, and regulatory characterization of each service remain as described in this Item 4 and in Item 5.

Additional Standalone Service

In addition to the Packages above, CBWA offers a single standalone service for clients and prospective clients who do not require, or do not yet require, an ongoing engagement:

- **One-Time Consultation (Discovery Meeting)** — a 90-minute advisory session addressing the specific questions the Client brings, followed by a written summary of the Advisor's observations and recommended next steps. Fees described in Item 5.

The Initial Plan

In the Sailor, Settler and Founder Packages the initial financial plan is delivered over approximately two to three months, across three meetings with the Client. Thereafter, Sailor Package Clients meet with the Advisor three times a year, and Settler and Founder Package Clients four times a year, in each case with life-event triggered reviews in between. The Plan Familiar is delivered once, as described above, and does not include ongoing meetings.

No Fixed Engagement Term

No package carries a fixed time commitment. There is no minimum engagement term for any service described in this Item 4, and either party may terminate an ongoing engagement on thirty (30) days' written notice as described in Item 5.

Client-Tailored Services and Client-Imposed Restrictions

We tailor the delivery of our services to meet the individual needs of our Clients. We consult with Clients initially and on an ongoing basis, through the duration of their engagement with us, to determine risk tolerance, time horizon, and other factors that may impact the Clients' investment and/or planning needs.

Clients are able to specify, within reason, any restrictions they would like to place as they pertain to individual securities and/or sectors that will be traded in their accounts. All such requests must be provided to CBWA in writing. CBWA will notify Clients if they are unable to accommodate any requests.

Wrap Fee Programs

We do not participate in wrap-fee programs.

Assets under Management

As of June 30, 2026, CBWA had $62,291,954 in client assets under management and advisement, of which $20,098,610 were managed on a discretionary basis and $42,193,344 were managed or advised on a non-discretionary basis.

Item 5: Fees and Compensation

Please note, unless a client has received the firm's disclosure brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated by the client within five (5) business days of signing the contract without penalty. How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below. Please note that lower fees for comparable services may be available from other sources. Fees are negotiable and may vary based on complexity, scope of services, and client circumstances.

Effective Date of This Fee Schedule

The fees described in this Item 5 apply to Clients who enter into an advisory agreement with CBWA on or after October 1, 2026, the effective date of this Brochure. Clients who entered into an advisory agreement with CBWA before that date are grandfathered into the fees stated in their own signed agreement, which in some cases differ from the schedule below, and CBWA does not change an existing Client's fees without advance written notice and a signed amendment to that Client's advisory agreement. The service changes described in Item 4 are treated separately: the addition of United States and Spanish income tax return review and annual estimated tax projections to the Sailor Package applies to Sailor Package agreements entered into on or after October 1, 2026; Sailor Package Clients whose agreements predate that date receive those services where CBWA and the Client agree to add them in writing, at no additional fee. The Founder Package and the Plan Familiar are available only for agreements entered into on or after January 1, 2027.

One-Time Consultation (Discovery Meeting)

Clients may engage CBWA for a single one-time 90-minute consultation at a flat fee of **$499**. In the session the Advisor and the Client review the Client's financial situation, address the specific questions the Client brings to the meeting, and identify the Client's planning priorities. Following the session CBWA provides a written summary setting out the Advisor's observations and recommended next steps, and up to thirty (30) minutes of follow-up support by email on the matters covered in the session.

A Client who has completed a Consultation may separately engage CBWA for a one-time block of up to two (2) hours of follow-up support by email on the matters covered in the Consultation, at a flat fee of **$499**, payable at signing under a written one-time agreement. The block does not include a further meeting, implementation, ongoing monitoring or investment management, and it expires ninety (90) days after signing. The fee for the block is not credited against any later engagement.

The Consultation is limited in scope. It is not a comprehensive financial plan. It does not include implementation, ongoing monitoring, or continuing advice, and it does not include investment management or the placing of any transaction. A Client engaging CBWA for a Consultation enters into a written advisory agreement for that engagement and receives this Brochure in accordance with CCR § 260.234.

If the Client subsequently signs an engagement letter for the Sailor Package, Settler Package, Founder Package or Plan Familiar within ninety (90) days after the Consultation, the $499 paid for the Consultation is credited against the initial engagement fee of that engagement (or, for the Plan Familiar, against the flat fee). If no engagement is signed within that ninety-day window, the $499 is retained by the firm as the fee for the Consultation.

Wealth Management Services (Settler Package — Assets Under Management)

Clients engaging CBWA for Wealth Management services (the Settler Package) receive ongoing investment management and financial planning under a tiered fee structure. Every Settler Package Client, regardless of account size, additionally receives the United States and Spain tax-preparation benefit described below.

CBWA charges an annual advisory fee based on the market value of Assets Under Management (AUM), calculated as follows:

- **On the first $1,500,000:** 1.00%
- **On assets from $1,500,001 to $3,000,000:** 0.70%
- **On assets above $3,000,000:** 0.50%

The rate bands set the fee only. They do not determine what a Client receives: ongoing financial planning, portfolio management, cross-border tax coordination and the tax-preparation benefit described below are included for every Settler Package Client at every asset level.

The annual advisory fee is billed quarterly as described under "Billing Method and Timing" below. The advisory fee is a blended tier. For example, for accounts totaling $2,000,000, a Client would pay $1,500,000 × 1.00% = $15,000 plus $500,000 × 0.70% = $3,500, totaling $18,500 annually, which would be $4,625.00 in a quarter. For accounts totaling $4,000,000, a Client would pay $1,500,000 × 1.00% = $15,000 plus $1,500,000 × 0.70% = $10,500 plus $1,000,000 × 0.50% = $5,000, totaling $30,500 annually, which would be $7,625.00 in a quarter.

Household aggregation.

Accounts belonging to members of the same household may be aggregated in determining which rate bands apply, which produces a lower blended rate than billing each account separately. Aggregation is agreed with the Client in writing.

Annual fee ceiling.

The total ongoing advisory fee charged to a household will not exceed **$50,000 per year**, however large the household's assets become. The ceiling covers the asset-based fee on Assets Under Management and the fee on Assets Under Advisement, taken together, and it is applied per household on the same aggregation basis described above. The ceiling does not apply to the one-time initial engagement fee, to the One-Time Consultation fee, or to third-party costs described in this Item 5, including any tax-preparation invoice amount for which the Client is responsible above the limit CBWA pays. The ceiling applies to the Sailor, Settler and Founder Packages.

The Settler Package also includes a one-time initial engagement fee of $3,500 – $6,000, depending on complexity, due at signing. The $499 One-Time Consultation fee (if previously paid) is credited against this initial engagement fee.

The above fees include ongoing financial planning and cross-border tax coordination. For every Settler Package Client, CBWA pays the tax preparer's invoices for the Client's United States and Spanish personal income tax returns, up to a combined total of $3,000 per tax year. Where the invoices for a tax year exceed $3,000 in total, CBWA invoices the Client for the difference, which is due on the terms stated in that invoice. The $3,000 is an annual limit covering the Client's two personal returns taken together; it is not cumulative between tax years, and it does not extend to business, trust or estate returns, amended returns, or examination or representation work. The Client engages the preparer directly and signs that preparer's engagement letter; CBWA settles the invoice on the Client's behalf up to the limit. Returns are prepared by independent tax-preparation firms, whether one of the firm's vetted partner firms or a preparer the Client selects, and are reviewed by Victor E. Gersten as Enrolled Agent. See Item 10. The minimum annual fee for Settler Package clients is **$15,000**, unless otherwise agreed upon.

Assets Under Advisement (AUA) for Settler Clients

For assets that are not directly managed by CBWA but are aggregated into the Client's financial plan and for which CBWA provides advice, CBWA may charge an additional annual fee on those Assets Under Advisement (AUA) at the same rates that apply under the Sailor Package: 0.35% annually on aggregated investment assets and 0.15% annually on all other aggregated assets. Typical Assets Under Advisement include an employer retirement plan such as a 401(k) that CBWA advises on but does not manage, held-away accounts, investment real estate, and alternative investments. The first $1,000,000 of Assets Under Advisement is included at no additional cost, applied to aggregated investment assets before other aggregated assets, on the same basis as the Sailor Package. That allowance applies only to Assets Under Advisement; assets under management are charged from the first dollar under the schedule above. For example, a Client with $2,000,000 under management, a $900,000 employer retirement plan aggregated into the plan, and $500,000 of investment real estate would pay $18,500 on the managed assets, nothing on the retirement plan because it falls within the allowance, and $500,000 × 0.15% = $750 on the real estate, totaling $19,250 annually. Clients are not required to include assets under advisement and may exclude accounts and assets at their discretion. The examples in this Item 5 that include a fee on Assets Under Advisement describe Clients who pay by deduction at the custodian; see "Billing Method and Timing."

Founder Package (Wealth Management for Business Owners)

Clients engaging CBWA for the Founder Package receive the Settler Package services and fee schedule described above, with the following differences.

Initial engagement fee. The Founder Package includes a one-time initial engagement fee of **$7,500 to $15,000**, depending on complexity, due at signing. Complexity is assessed on the entity type and whether it is expected to change on relocation, the number of tax jurisdictions the business touches, whether the business has employees or contractors, and whether the Client's eligibility for Spain's special regime for inbound workers is in question. The $499 One-Time Consultation fee, if previously paid, is credited against this initial engagement fee. The initial engagement covers the first twelve months and the decision work of the relocation: entity-structure analysis and recommendation, the special-regime election where applicable, the design of owner compensation across the two systems, the Social Security totalization position, pre-move planning for the Client's departure from their U.S. state of residence, and coordination with the Client's Spanish and United States corporate tax advisers.

Ongoing fee. The ongoing advisory fee is charged on Assets Under Management at the Settler Package rates (1.00% on the first $1,500,000; 0.70% from $1,500,001 to $3,000,000; 0.50% above $3,000,000), and on Assets Under Advisement at the Settler Package rates (0.35% on aggregated investment assets and 0.15% on all other aggregated assets, with the first $1,000,000 of Assets Under Advisement included at no additional cost). The Client's ownership interest in the business is an "other aggregated asset" for this purpose and is valued as described under "Sailor Package" below. **The minimum annual fee for Founder Package Clients is $20,000**, unless otherwise agreed upon. The annual fee ceiling of $50,000 per household applies.

Tax-preparation benefit. The Settler Package tax-preparation benefit applies to the Client's United States and Spanish personal income tax returns only. Returns for the business itself — corporate, partnership, or entity returns in either country — are not covered and are prepared by preparers the Client engages directly.

Third-party costs. Fees charged by Spanish or United States corporate tax advisers, entity-formation providers, payroll providers or attorneys engaged by the Client are paid by the Client directly and are not part of CBWA's fee or the annual fee ceiling.

Biennial Complexity Review

CBWA reviews each ongoing Client's circumstances at least once every two years to assess whether the complexity of the advice CBWA provides has changed since the prior review. Where the review indicates that complexity has increased, for example because assets outside the Client's investment accounts have come within the scope of CBWA's advice, CBWA may propose a fee adjustment. No fee adjustment takes effect until the Client has received advance written notice and has signed an amendment to the advisory agreement. If the Client does not agree to the proposed adjustment, the existing fee continues in effect, and either party may terminate the engagement on thirty (30) days' written notice.

Sailor Package (Ongoing Financial Planning + AUA — Non-Discretionary)

Clients who do not engage CBWA for discretionary investment management may engage the firm for ongoing financial planning and advice under the Sailor Package. CBWA charges:

- **$2,500 per quarter ($10,000 annually)** for ongoing financial planning services
- Plus, on Assets Under Advisement (AUA) — Aggregated Assets to the Plan: **0.35% annually on aggregated investment assets** and **0.15% annually on all other aggregated assets**

The quarterly planning fee is billed in advance at the start of each quarter. The fee on Assets Under Advisement is billed as described under "Billing Method and Timing."

Assets Under Advisement include accounts and assets for which CBWA provides ongoing advice, analysis, and recommendations but does not have discretionary trading authority. **Investment assets** means marketable securities held in investment accounts. **All other aggregated assets** means every other asset the Client aggregates into the plan and on which CBWA advises, including investment real estate, alternative investments, and business interests. Investment real estate means rental and other investment property held by the Client, whether located in the United States or outside it, and does not include the Client's primary residence unless the Client asks CBWA to advise on it. Assets in this category are valued at the Client's equity in the asset: the Client's most recent supportable valuation, being an appraisal, a broker opinion or a comparable market valuation, less any mortgage or other debt secured by the asset. The resulting equity value is confirmed with the Client in writing at least annually and used for the four billing periods that follow. Because a fee cannot be deducted from real property or from a private holding, the portion of the fee attributable to these assets is deducted from the Client's custodied accounts where the Client has authorized deduction, or invoiced to the Client. The first $1,000,000 of aggregated assets is included in the plan at no additional cost. That allowance is applied to aggregated investment assets first and to aggregated investment real estate only once the investment assets are exhausted, which produces the lower fee for the Client. The minimum annual fee for Sailor Package clients is **$10,000**, unless otherwise agreed upon, which is the same amount as the quarterly planning fee taken over a full year.

For example, a Client with $2,000,000 of aggregated investment assets and no aggregated real estate would pay $10,000 plus $1,000,000 × 0.35% = $3,500, totaling $13,500 annually, which would be $3,375.00 in a quarter. A Client with $1,500,000 of aggregated investment assets and $500,000 of aggregated investment real estate would pay $10,000, plus $500,000 × 0.35% = $1,750 on the investment assets above the allowance, plus $500,000 × 0.15% = $750 on the real estate, totaling $12,500 annually.

In addition, the Sailor Package includes a one-time initial financial plan fee of $3,500 – $6,000, depending on complexity, due at signing. The $499 One-Time Consultation fee (if previously paid) is credited against this initial engagement fee.

Plan Familiar (Juntos en tus finanzas)

The Plan Familiar is offered for a flat fee of **$999**, payable in full at signing through the firm's payment processor. Where the Client has paid the $499 One-Time Consultation fee within the preceding ninety (90) days, that amount is credited against the $999 fee. The fee covers the questionnaire and document review, the written plan summary, the personalized video, the twelve-month action list, and the thirty-day clarifying-question period. There are no additional advisory fees for the Plan Familiar, and the firm does not charge for the technology used to prepare or deliver the plan.

Optional annual refresh. A Client who has completed a Plan Familiar may engage the firm for an annual refresh at a flat fee of **$499**, covering an updated questionnaire, updated written summary and a new personalized video. The refresh is a separate one-time engagement; there is no subscription and no automatic renewal.

Termination and refund. The Client may cancel before the Advisor begins substantive review and receive a full refund. If the Client cancels after review has begun but before delivery, the firm refunds the fee less the earned portion, calculated pro rata on work completed, within fifteen (15) business days. Once the plan and video are delivered, the fee is fully earned. The five-business-day rescission right under CCR § 260.234 applies where the Brochure was not delivered at least 48 hours before signing.

Lower fees for comparable services may be available from other sources. The Plan Familiar is a limited-scope engagement priced for accessibility; it is not a substitute for the ongoing planning, tax coordination and investment management in the Sailor, Settler and Founder Packages.

Fee Interaction and Additional Disclosures

Clients will be enrolled in one of the above service models, depending on their engagement with the firm. Settler and Founder Package clients pay an AUM-based fee, which includes the personal tax-preparation benefit at every asset level; Founder Package clients also pay a higher initial engagement fee and are subject to a higher minimum. Sailor Package clients pay an initial financial-plan fee plus a fixed quarterly planning fee plus an AUA fee on aggregated assets above the first $1,000,000. Plan Familiar clients pay a one-time flat fee with no ongoing obligation. The One-Time Consultation (Discovery Meeting) at $499, the follow-on email-support block at $499, the Plan Familiar at $999 and the Plan Familiar annual refresh at $499 are the firm's separately-priced, non-recurring engagements.

Conflict of Interest Disclosure: Charging fees on Assets Under Advisement creates a conflict of interest, as CBWA has an incentive to recommend that clients include more assets under advisement. Clients are under no obligation to include any accounts and may exclude assets at their discretion.

Billing Method and Timing

Advisory fees for the Sailor, Settler and Founder Packages are billed quarterly. Where the Client has authorized CBWA in writing to deduct fees from an account at the qualified custodian, the fee for each quarter is calculated on the value of the billed assets as of the last day of that quarter and is deducted from the account after the quarter ends (billed in arrears). Where the Client has not authorized deduction, CBWA invoices the fee through its billing platform and the fee is payable in advance at the start of the quarter, calculated on the value of the billed assets as of the last day of the preceding quarter. The initial engagement fee is due at signing in either case.

Clients who pay by invoice in advance are not charged the fee on Assets Under Advisement described in this Item 5; their ongoing fee consists of the asset-based fee on Assets Under Management (Settler and Founder Packages) or the quarterly planning fee (Sailor Package), subject to the package minimum. Because the fee on Assets Under Advisement depends on the payment method the Client selects, two Clients with the same assets may pay different total fees. A Client may change payment method on written notice, effective from the following quarter.

Allocation of the fee among a Client's accounts. Where a Client's fee is supported by more than one managed account, CBWA allocates the fee among those accounts in proportion to each account's value as of the valuation date, so that each account bears only the portion of the fee attributable to it and no account, including a retirement account, bears the cost of managing another account. Where a Client's engagement includes tax-preparation coordination or other personal services that are not attributable to the management of a retirement account, the fee for those services is charged to the Client's taxable account. Where an account does not hold sufficient cash to meet its share of the fee at the time of billing, CBWA may raise the cash through a sale in that account, sized and timed to be incidental to the Client's investment strategy.

Clients will receive invoices and should review custodial statements to verify fee deductions. Fees billed in advance are prorated for partial quarters and any unearned portion is refunded on termination. Fees billed in arrears are prorated to the termination date. There is no minimum engagement term. Either party may terminate any ongoing advisory engagement upon thirty (30) days' written notice.

Other Types of Fees and Expenses

Clients may incur additional fees charged by third parties, including custodial fees, brokerage commissions, mutual fund or ETF internal expenses, wire transfer fees, and the fees charged by the Client's own tax preparer (see Items 4, 5, and 10). These fees are separate from and in addition to CBWA's advisory fees. CBWA does not receive any portion of these third-party fees.

We do not accept compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

Advisory Agreements Entered Into Before October 1, 2026

Clients who signed an advisory agreement with CBWA before October 1, 2026 are grandfathered into their existing agreement and continue to be charged the fees stated in it, which differ from the schedule above. Those fees are set out in each Client's own signed agreement, a copy of which the Client holds and CBWA retains. In all cases the fee stated in the Client's signed advisory agreement governs.

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

We do not offer performance-based fees and do not engage in side-by-side management.

Item 7: Types of Clients

We provide financial planning and portfolio management services to individuals and families, including individuals who own closely held businesses. Each ongoing service Package carries a minimum annual fee, as disclosed in Item 5: $10,000 a year for the Sailor Package, $15,000 a year for the Settler Package, and $20,000 a year for the Founder Package, for advisory agreements entered into on or after October 1, 2026 (Founder Package from January 1, 2027). The Plan Familiar has no minimum asset requirement and is designed for households whose planning needs do not require an ongoing engagement. The Packages are designed for households whose cross-border planning, tax coordination and tax-preparation needs justify that level of fee. Where a household's assets are below the level at which the asset-based fee exceeds the minimum, the minimum applies and represents a higher percentage of the Client's assets than the rates set out in Item 5, and prospective Clients should take that into account when deciding whether the services are appropriate for them. Lower fees for comparable services may be available from other sources.

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

Curated Investment Approach (Primary)

We employ a curated investment approach as the primary method of constructing client portfolios. The approach combines passive investment management as the underlying core with active, client-specific portfolio customization. Passive investing is used as the core: portfolios are typically built from index mutual funds and exchange-traded funds, weighted across distinct asset classes for desired risk-return characteristics. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. Passive investment management is characterized by low portfolio expenses, minimal trading costs, and relative tax efficiency.

Where Client-specific circumstances require deviation from a pure passive approach — such as cross-border regulatory restrictions (e.g., PRIIPs / KIID compliance for clients residing in the European Union), currency-hedging considerations through euro-denominated assets, or Client-imposed restrictions on specific securities or asset types — we curate the portfolio accordingly. Curated portfolios remain consistent with the passive-management philosophy of low portfolio expenses, minimal trading, and tax efficiency while accommodating the additional Client-specific overlays.

In contrast, active management involves a single manager or a manager who employs some method, strategy, or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark. Academic research indicates that most active managers underperform the market. CBWA does not market itself as an active outperformer; our curation is risk-management and compliance-driven, not return-driven.

Supplemental Methods

The following analytical methods are used selectively as supplemental tools — for example to evaluate an individual position a Client wishes to retain at the inception of the advisory relationship — and are not the firm's dominant approach:

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's industry. The risk of fundamental analysis is that information obtained may be incorrect, and the analysis may not provide an accurate estimate of earnings.

Technical analysis involves using chart patterns, momentum, volume, and relative strength to evaluate sectors. There is no assurance of accurate forecasts. In a trendless or erratic market, a technical method may fail to identify trends requiring action.

Cyclical analysis is a type of technical analysis that evaluates recurring price patterns and trends based on business cycles. 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.

Use of Artificial-Intelligence Tools

In preparing the Plan Familiar, and to a lesser extent in other services, the firm uses software that employs artificial intelligence to organize Client information, draft written material, and generate personalized video from Advisor-written scripts. These tools do not make investment or planning recommendations on their own; every recommendation is determined and reviewed by Victor E. Gersten. The principal risks of these tools are (a) errors in how Client information is extracted or summarized, which the Advisor's review is designed to catch; (b) the possibility that a Client may mistake the AI-generated video for a live recording, which the firm addresses by disclosing the AI nature of the video in the engagement agreement and at the start of each video; and (c) data-security considerations, which are addressed by the firm's information-security program described in Item 19 and its Vendor-Oversight Policy.

Material Risks Involved

All investing strategies we offer involve risk and may result in a loss of your original investment, which you should be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities, and any other investment or security. The material risks associated with our investment strategies include: Market Risk; Strategy Risk; Small and Medium Cap Company Risk; Limited Markets / Liquidity Risk; Concentration Risk; Interest Rate Risk; Legal or Legislative Risk; Inflation Risk; Foreign Currency Risk (relevant to the firm's cross-border practice and to euro-denominated holdings); and Foreign Securities / Country Risk (including political and economic instability, less developed markets, and differing regulatory and accounting standards).

Risks Associated with Specific Securities

Common stocks may go up and down in price quite dramatically and, in the event of an issuer's bankruptcy or restructuring, could lose all value. Corporate bonds are debt securities; market prices fluctuate depending on interest rates, credit quality, and maturity. Municipal bonds are debt obligations issued for public purposes; investors should compare the after-tax return to that of other bonds. Exchange-traded fund prices may vary significantly from net asset value; ETFs may not track underlying benchmarks as expected and trading may be halted. Mutual Fund Risk: when a Client invests in open-end mutual funds or ETFs, the Client indirectly bears its proportionate share of any fees and expenses payable directly by those funds.

Item 9: Disciplinary Information

Criminal or Civil Actions. CBWA and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings. CBWA and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings. CBWA and its management have not been involved in legal or disciplinary events that are material to a client's or prospective client's evaluation of CBWA or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

No CBWA employee is registered or has an application pending to register as a broker-dealer or a registered representative of a broker-dealer.

Other Financial Affiliations

No CBWA employee is registered or has an application pending to register as a futures commission merchant, commodity pool operator, or commodity trading advisor.

Related Persons and Other Non-Advisory Business

CBWA has partnered with various tax professionals to provide tax preparation services to our clients, specializing in cross-border complex tax filings and standard U.S. federal and state filings.

For Settler and Founder Package (Wealth Management) Clients, at every asset level, CBWA pays the preparer's invoices for the Client's United States and Spanish personal income tax returns, up to a combined total of $3,000 per tax year, and invoices the Client for any amount above that limit. The Client engages the preparer directly, whether that is one of the firm's vetted partner tax professionals or a preparer the Client selects, and signs that preparer's engagement letter; CBWA settles the invoice on the Client's behalf. CBWA does not receive any portion of the fees charged by partner tax professionals and does not receive compensation for referring Clients to them. CBWA's payment of a preparer's invoice does not make CBWA a party to that engagement. Business, partnership and entity returns are not covered by this benefit.

For Sailor Package and Plan Familiar Clients, CBWA does not pay any part of the Client's tax-preparation cost. Such Clients arrange tax preparation directly with a preparer of their choosing, which may be one of the firm's vetted partner firms, and CBWA coordinates with that preparer as part of the advisory services included in the Client's package.

CBWA does not prepare or file income tax returns. Returns are prepared and filed by independent tax-preparation firms that CBWA has vetted, with which the Client contracts directly. Those firms are responsible for the preparation, accuracy and filing of the returns they produce. CBWA's role is coordination, oversight and advisory review of the completed return before filing. Where CBWA pays a portion of the preparation cost under the Settler or Founder Package (see Item 5), that payment does not make CBWA the preparer of the return or responsible for its contents. Sailor Package Clients receive a review of their United States and Spanish returns before filing as part of the Sailor Package (see Item 4); that review is an advisory service and is not the preparation or filing of a return. Nothing in this Item limits any right the Client may have under state or federal securities laws, or CBWA's fiduciary duty with respect to the advisory services CBWA itself provides.

Recommendations or Selections of Other Investment Advisers

As referenced in Item 4 of this brochure, CBWA recommends that clients go to outside managers to manage their accounts. If we recommend an Outside Manager, we do not share in their advisory fee. Clients pay one single fee (as noted in Item 5). However, our fee is separate from the Outside Manager's compensation, and the Outside Manager will deduct the single fee from the client account(s) and remit our advisory fee to us. In addition, you will be provided a copy of the Outside Manager's Form ADV 2A, Firm Brochure, which also describes the Outside Manager's fee. You are not obligated, contractually or otherwise, to use the services of any Outside Manager we recommend. Moreover, CBWA will only recommend an Outside Manager who is properly licensed or registered as an investment adviser.

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

As a fiduciary, our firm and its associates have a duty of utmost good faith to act solely in the best interests of each client. Our clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The firm also adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc. and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

Code of Ethics Description

The firm maintains a written Code of Ethics consistent with the CFP Board Code of Ethics and Standards of Conduct. A summary of the Code of Ethics principles is outlined below.

- **Integrity —** Associated persons shall offer and provide professional services with integrity.
- **Objectivity —** Associated persons shall be objective in providing professional services to clients.
- **Competence —** Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill.
- **Fairness —** Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers and shall disclose conflict(s) of interest.

- **Confidentiality —** Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process or as required by law.
- **Professionalism —** Associated persons' conduct in all matters shall reflect the credit of the profession.
- **Diligence —** Associated persons shall act diligently in providing professional services. We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide a copy of its Code of Ethics to any client or prospective client upon request.

Investment Recommendations Involving a Material Financial Interest

Neither our firm, its associates, nor any related person is authorized to recommend to a client or effect a transaction for a client involving any security in which our firm or a related person has a material financial interest, such as in the capacity of an underwriter, adviser to the issuer, etc.

Personal Trading and Pre-Clearance

Our firm, its access persons, and its related persons may buy or sell securities similar to, or different from, those we recommend to Clients. Our Code of Ethics may require that we restrict or prohibit access persons' transactions in specific reportable securities. Any exceptions or trading pre-clearance must be approved by CBWA's Chief Compliance Officer in advance of the transaction. CBWA maintains a copy of the access persons' personal securities transactions as required.

From time to time, our firm, its access persons, or its related persons may buy or sell securities for themselves at or around the same time as they buy or sell securities for Clients' accounts. To address this conflict, it is our policy that neither our firm nor access persons shall have priority over Clients' accounts in the purchase or sale of securities.

Item 12: Brokerage Practices

Factors Used to Select Custodians and/or Broker-Dealers

In recommending custodians, we have an obligation to seek the "best execution" of transactions in Client accounts. The determinative factor in the analysis of best execution is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of the custodian's services. Factors we consider include the custodian's combination of transaction execution and custody services; capability to execute, clear, and settle trades; capability to facilitate transfers and payments; breadth of available investment products; research and tools; quality of services; competitiveness of price; reputation, financial strength, and stability; and prior service to us and our clients.

With this in consideration, our firm recommends Charles Schwab & Co., Inc. ("Schwab"), an independent and unaffiliated SEC-registered broker-dealer firm and member of FINRA and SIPC. Although Clients may request us to use a custodian of their choosing, we generally recommend that Clients open brokerage accounts with Schwab. We are not affiliated with Schwab. The Client will ultimately make the final decision of the custodian to be used to hold the Client's investments by signing the selected custodian's account opening documentation.

Research and Other Soft-Dollar Benefits

We do not have any soft-dollar arrangements with custodians whereby soft-dollar credits, used to purchase products and services, are earned directly in proportion to the amount of commissions paid by a Client. However, as a result of being on their institutional platform, Schwab may provide us with certain services that may benefit us.

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. They provide our Clients and us with access to their institutional brokerage services (trading, custody, reporting and related services), many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our Clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis and at no charge to us. The benefits received by Advisor or its personnel do not depend on the number of brokerage transactions directed to Schwab. As part of its fiduciary duties to Clients, Advisor at all times must put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of Schwab for custody and brokerage services. This conflict of interest is mitigated as the Advisor regularly reviews the factors used to select custodians to ensure our recommendation is appropriate.

Services that benefit you. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client assets. Services that may not directly benefit you. Schwab also makes other products and services available to us that benefit us but may not directly benefit you or your account — investment research, software and other technology, pricing and market data, fee-payment facilitation, and back-office support. Services that generally benefit only us. Schwab also offers educational conferences and events, and consulting on technology, compliance, legal, and business needs.

Your brokerage and custody costs. For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but compensates you by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees.

Brokerage for Client Referrals

We receive no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

Clients Directing Which Broker / Dealer / Custodian to Use

We do recommend a specific custodian for clients to use. However, clients may custody their assets at a custodian of their choice. Clients may also direct us to use a specific broker-dealer to execute transactions. By allowing clients to choose a specific custodian, we may be unable to achieve the most favorable execution of client transactions, and this may cost clients money over using a lower-cost custodian.

Aggregating (Block) Trading for Multiple Client Accounts

We may combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Accounts owned by our firm or access persons may participate in block trading with your accounts; however, they will not be given preferential treatment. Outside Managers used by CBWA may block Client trades at their discretion.

Item 13: Review of Accounts

Victor E. Gersten, Owner and CCO of CBWA, will work with clients to obtain current information on their assets and investment holdings and will review this information as part of our financial planning services.

Sailor Package Clients meet with the Advisor three times a year and receive a written report after each meeting (a spring report following the pre-filing tax review, a mid-year report, and a year-end report). **Settler and Founder Package** Clients meet with the Advisor four times a year and receive a written quarterly report after each meeting and an annual strategic memo. Client accounts under Investment Management are reviewed quarterly by Victor E. Gersten with regard to the client's investment policies and risk tolerance levels. Events that may trigger a special review would be an unusual performance, additions or deletions of client-imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per the client's needs. **Plan Familiar** engagements are one-time and do not include ongoing review; the Client receives the written plan and video once, and there is no periodic review unless the Client separately engages the firm for an annual refresh.

Clients will receive trade confirmations from the broker(s) for each transaction in their accounts as well as monthly or quarterly statements and annual tax reporting statements from their custodian showing all activity in the accounts. We urge clients to compare any report CBWA provides against the account statements they receive from their custodians.

Item 14: Client Referrals and Other Compensation

Other than the institutional brokerage, custodial, research, software, and educational services provided by Charles Schwab and described in Item 12 of this Brochure — which are not third-party compensation for client referrals — we do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our clients. Nor do we, directly or indirectly, compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

CBWA does not accept custody of client funds except in the instance of withdrawing client fees. For client accounts in which CBWA directly debits their advisory fee:

- CBWA will send a copy of its invoice to the custodian at the same time that it sends the client a copy.
- The custodian will send at least quarterly statements to the client showing all disbursements for the account, including the amount of the advisory fee.
- The client will provide written authorization to CBWA, permitting them to be paid directly for their accounts held by the custodian. Clients should receive at least quarterly statements from the broker-dealer, bank, or another qualified custodian who holds and maintains the client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the account invoices or reports that we may provide to you. Our reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

For those Client accounts where we provide Investment Management Services, CBWA has discretionary authority and limited power of attorney to determine the securities and the amount of securities to be bought or sold for a Client's account without having to obtain prior Client approval for each transaction. Investment discretion is explained to Clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the Client will execute a Limited Power of Attorney, which will grant our firm discretion over the account(s). Additionally, the discretionary relationship will be outlined in the Advisory Contract and signed by the Client. Clients may limit our discretion by requesting certain restrictions on investments. However, approval of such requests is at the firm's sole discretion.

If CBWA has engaged an Outside Manager to assist with the management of the Client's portfolio, CBWA has the discretion to direct the Outside Manager to buy or sell securities for the Client's portfolio without obtaining prior Client approval for each transaction.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Item 17: Voting Client Securities

We do not vote for Client proxies. Therefore, Clients maintain exclusive responsibility for (1) voting proxies and (2) acting on corporate actions pertaining to the Client's investment assets. The Client shall instruct the Client's qualified custodian to forward copies of all proxies and shareholder communications relating to the Client's investment assets to the Client. If the client would like our opinion on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

Item 18: Financial Information

We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to our Clients, nor have we been the subject of any bankruptcy proceedings. We do not have custody of Client funds or securities, except as disclosed in Item 15 above, or require or solicit prepayment of more than $500 in fees six months or more in advance.

Item 19: Requirements for State-Registered Advisers

Principal Officers

Victor E. Gersten serves as the firm's sole owner, sole Investment Adviser Representative, and the firm's designated Chief Compliance Officer. The CCO designation is evidenced by a dated board resolution retained at the firm's principal office. Information about Victor E. Gersten's education, business background, and outside business activities can be found on his ADV Part 2B, Brochure Supplement attached to this Brochure.

Outside Business

All outside business information, if applicable, of CBWA is disclosed in Item 10 of this Brochure and on the attached ADV Part 2B Item 4.

Performance-Based Fees

CBWA is not compensated by performance-based fees.

Material Disciplinary Disclosures

No management person at Cross Border Wealth Advisors has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Material Relationships With Issuers of Securities

Cross Border Wealth Advisors and Victor E. Gersten have no relationship or arrangement with issuers of securities.

Business Continuity Plan

CBWA maintains a written Business Continuity Plan that identifies procedures related to an emergency or significant business disruptions, including the death of the investment adviser or any of its representatives. The Business Continuity Plan is reviewed and tested annually and is available for examination at the firm's principal office.

Privacy and Information-Security Program

CBWA maintains a written information-security program reasonably designed to protect the confidentiality and integrity of customer information, consistent with the SEC's Regulation S-P (as amended) and the California Financial Information Privacy Act. As part of that program, the firm has adopted a written Incident-Response Program and a written Vendor-Oversight Policy, both effective June 3, 2026, that govern the firm's response to security incidents and the safeguards required of service providers with access to customer information. The firm's Vendor-Oversight Policy applies to the software vendors used to prepare and deliver the Plan Familiar, including any vendor that processes Client documents or generates the personalized video; Client documents uploaded for the Plan Familiar are handled under the same safeguards that apply to all Client information. The firm's annual Privacy Notice describes how customer information is collected, used, shared, and protected. A copy of the Privacy Notice is delivered to each Client annually and is available on request.

Disclosure of Material Conflicts

All material conflicts of interest under CCR Section 260.238(k) are disclosed regarding CBWA, its representatives, or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

Form ADV Part 2B — Brochure Supplement

Dated October 1, 2026

Victor E. Gersten, EA, CFP®, MS, MPAS™ · Owner and Chief Compliance Officer · Cross Border Wealth Advisors and Juntos en tus finanzas, registered DBAs of Gersten Financial Planning Inc. · IARD/CRD No. 309890 · Individual CRD 6160946

Principal office (physical): 3650 Wightman Street, San Diego, CA 92104 · Mailing address (PMB): 302 Washington St. PMB 150-8488, San Diego, CA 92103

(858) 867-3160 · info@cbwealthadvisors.com · www.cbwealthadvisors.com

This brochure supplement provides information about Victor E. Gersten that supplements the Cross Border Wealth Advisors Brochure (Form ADV Part 2A above). Please contact Victor E. Gersten at (858) 867-3160 or info@cbwealthadvisors.com if you have any questions about the contents of this supplement.

Additional information about Victor E. Gersten is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2: Educational Background and Business Experience

Victor E. Gersten · Born: 1987

Educational Background

- 2023 — M.S. Personal Financial Planning, College for Financial Planning
- 2016 — Certified Financial Planning Certificate, San Diego State University
- 2013 — M.S. Global Business Leadership, University of San Diego
- 2010 — B.S. Financial Services, San Diego State University
- 2007 — A.S. Business Administration, Southwestern College

Business Experience

Dates	Position	Employer
10/2022 – Present	University Professor	IAU Institute for American Universities
06/2020 – Present	Owner and CCO	Cross Border Wealth Advisors
05/2015 – Present	Owner	Gersten Rentals Inc.
01/2009 – Present	Caregiver	In-House Support Services
01/2019 – 06/2020	Financial Solutions Advisor	Bank of America, N.A.
01/2019 – 06/2020	Financial Solutions Advisor	Merrill Lynch
06/2018 – 11/2018	Owner and CCO	XY Digital Financial Planning
03/2017 – 05/2018	Registered Representative	Cuso Financial Services, LP
10/2014 – 03/2017	AVP, Financial Solutions Advisor	Bank of America, N.A.
10/2014 – 03/2017	Financial Solutions Advisor	Merrill Lynch
02/2013 – 10/2014	Sr Relationship Banker	UnionBanc Investment Services
12/2011 – 09/2014	Senior Banker	Union Bank
10/2009 – 12/2011	Personal Banker	Wells Fargo Bank
08/2007 – 08/2009	Personal Banker	U.S. Bank

Professional Designations

CFP® — CERTIFIED FINANCIAL PLANNER™. Victor E. Gersten is certified for financial planning services in the United States by the Certified Financial Planner Board of Standards, Inc. The CFP® certification is voluntary. CFP® professionals have met the CFP Board's high standards for education, examination, experience, and ethics, and adhere to the CFP Board's Code of Ethics and Standards of Conduct (including a fiduciary obligation). Ongoing requirements include 30 hours of continuing education every two years (including 2 hours of Ethics).

EA — Enrolled Agent. An enrolled agent is a person who has earned the privilege of representing taxpayers before the Internal Revenue Service. Enrolled agent status is the highest credential the IRS awards. Individuals who obtain this status must adhere to ethical standards and complete 72 hours of continuing education courses every three years. Enrolled agents, like attorneys and certified public accountants (CPAs), have unlimited practice rights.

MPAS™ — Master Planner Advanced Studies. The MPAS™ designation is granted by the College for Financial Planning to individuals who complete a graduate-level master's degree in personal financial planning at the College and adhere to its ongoing ethics standards. Victor E. Gersten earned an M.S. in Personal Financial Planning from the College for Financial Planning in 2023.

Item 3: Disciplinary Information

Victor E. Gersten has never been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Item 4: Other Business Activities

Victor E. Gersten has the following active outside business activities (OBA):

- **University Professor (part-time)** — IAU Institute for American Universities, since October 2022. Academic teaching role; does not involve CBWA clients.
- **Owner** — Gersten Rentals Inc., managing rental properties.
- **Caregiver** — In-House Support Services, providing caregiving services. None of these activities affects clients, nor are clients involved in any of them. All OBAs take 10% or less of Victor E. Gersten's time.

Tax Practice and Division of Responsibility

Mr. Gersten is an Enrolled Agent admitted to practice before the Internal Revenue Service. In connection with CBWA's advisory services he coordinates and oversees Clients' cross-border tax matters and reviews returns before they are filed. Neither Mr. Gersten nor CBWA prepares or files income tax returns for Clients. Preparation and filing are carried out by independent tax-preparation firms that CBWA has vetted, and the Client contracts with the preparing firm directly at the time the preparation work is undertaken. Those firms are responsible for the preparation, accuracy and filing of the returns they produce and for their own licensing, professional standards and insurance. CBWA's role is limited to coordination, oversight and advisory review. Nothing in this paragraph limits any right the Client may have under state or federal securities laws, or CBWA's fiduciary duty with respect to the advisory services CBWA itself provides.

The Plan Familiar service described in Part 2A is delivered by Mr. Gersten personally; the AI-generated video uses his likeness and voice under his direction and review.

Item 5: Additional Compensation

Victor E. Gersten does not receive any economic benefit from any person, company, or organization in exchange for providing clients' advisory services through CBWA.

Item 6: Supervision

Victor E. Gersten, as Owner and Chief Compliance Officer of CBWA, is responsible for supervision. He may be contacted at the phone number on this brochure supplement.

Item 7: Requirements for State Registered Advisers

Victor E. Gersten has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or bankruptcy petition.