Riverview Capital Advisers, LLC
Form CRS Customer Relationship Summary
March 18, 2026

Item 1. <u>Introduction</u>

Riverview Capital Advisers, LLC ("Riverview") is registered with the Securities and Exchange Commission ("SEC") as an investment adviser, and we provide investment advisory services rather than brokerage services. Investment advisory services and brokerage services and fees differ, and it is important for the retail investor to understand the differences. This document gives you a summary of the types of services that we provide and how you pay.

Please ask us for more information. Free and simple tools are available to research firms and financial professionals at www.Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisors, and investing.

Item 2. <u>Relationships and Services</u>

What investment services and advice can you provide me?

Services: We provide fee-based advisory services directly to individuals, high-net-worth individuals, families, trusts and business owners. Our firm engages in no business activities other than fee-based investment advisory services.
Monitoring: We offer you advice on a regular basis as a part of our standard services. We will discuss your investment goals, design a strategy with you to achieve your investment goals, and regularly monitor your account. We will contact you when we become aware of a significant change in the market or to your individual circumstances.
Investment Authority: We buy and sell investments in your account in accordance with your stated investment guidelines without asking you in advance. This is called "discretionary authority."
Investment Offerings: Our investment advice is not limited to any particular type of security. We provide advice with respect to equities, fixed income, and cash investments.
Account Minimums: Our stated minimum client relationship size is $5,000,000. This is negotiable at our discretion.
Additional Information: Additional information on the services we provide, including the different investment strategies and account minimums, can be found in Items 4 through 8 in our Form ADV Part 2A at www.adviserinfo.sec.gov/firm/brochure/140377.

Ask us for our Form ADV Part 2A Brochure for complete details about our services and fees.

Conversation Starter – Ask your financial professional:

Given my financial situation, should I choose an investment advisory service? Why or why not?
How will you choose investments to recommend to me?
What is your relevant experience, including your licenses, education and other qualifications?
What do these qualifications mean?

Item 3. <u>Fees, Costs, Conflicts, and Standard of Conduct</u>

What fees will I pay?

Fees and Costs: You will pay an on-going, mutually agreed asset-based fee at the beginning of each quarter based on the value of the cash and investments in your advisory account. This fee may also cover our family office services. Additional fees may be paid on a one-off fee for service basis for planning services. The more assets there are in your account, the more you will pay in fees, and the firm may therefore have an incentive to encourage you to increase the assets in your account. Some clients may elect additional services which they pay for in addition to the asset-based fee.
Other Fees and Costs: Our asset-based fee is separate and distinct from fees charged by the custodian, those fees include transaction costs, wire fees, transfer fees, third party advisers or manager fees.
Additional Information: You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Additional information about our fees and compensation can be found in Items 5 and 6 of our Form ADV Part 2A at https://adviserinfo.sec.gov/firm/brochure/140377.

Conversation Starter – Ask your financial professional:

Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?
What are your legal obligations to me when acting as my investment advisor? How else does your firm make money and what conflicts of interest do you have?

What are your legal obligations to me when acting as my investment adviser and what conflicts of interest exist?

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.

Potential Conflicts:
Riverview may recommend additional bookkeeping and business consulting services through Riverview Business Advisors, LLC ("RBA"). RBA is separate from Riverview and wholly own by Alan Arcadipane and Paula Pienkowska. Clients are not obligated to use RBA for any recommended services.

Alan Arcadipane is the manager of Hawk Properties, LLC, Yellowfin Group, and R.T. Hawk, LLC. From time-to-time clients will invest private investments managed by one of these entities which could result in paying a higher fee than if the money were managed by Riverview.

For more information on conflicts related to your account or your relationship with us, please see our Form ADV Part 2A at https://adviserinfo.sec.gov/firm/brochure/140377.

Conversation Starter – Ask your financial professional:

How might your conflicts of interest affect me, and how will you address them?

How do your financial professionals make money?

Our financial professionals are compensated through a combination of salary and bonus. Bonuses are discretionary and reflect the overall success of the firm and the individual. Our financial professionals receive no product sales commissions or other forms of payment.

Item 4. Disciplinary History

Do you or your financial professionals have legal or disciplinary history?

No. We have no legal or disciplinary history to report. Visit www.investor.gov/ for a free, simple search tool to research us and our financial professionals.

Conversation Starter – Ask your financial professional:

As a financial professional, do you have any disciplinary history? For what type of conduct?

Item 5. Additional Information

For additional information about our services, or for a copy of this disclosure, please contact us at: 617-423-0080 or email us at compliance@riverviewcapital.com

Conversation Starter – Ask your financial professional:

Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer?
Who can I talk to if I have concerns about how this person is treating me?

Form ADV Part 2A
IA Firm SEC File Number 801-66623

Riverview Capital Advisers, LLC
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March 17, 2026

This brochure provides information about the qualifications and business practices of Riverview Capital Advisers, LLC. If you have any questions about the contents of this brochure, please contact us at 617-423-0080 or compliance@riverviewcapital.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.

Riverview Capital Advisers, LLC is a registered investment adviser with the SEC. Registration with the SEC or any state securities authority does not imply a certain level of skill or training. Additional information about Riverview Capital Advisers, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2: Material Changes

Riverview Capital Advisers, LLC ("Riverview") did business as AndrewHunter Advisers ("AHA"), a d/b/a entity. Effective with this filing, the AHA brand has been dissolved and all operations have been consolidated under Riverview Capital Advisers, LLC.

While the AHA name will no longer be used, this is a consolidation of branding and entity structure only. All clients previously serviced under the AHA brand will continue to receive the same services outlined in their Investment Advisor Agreement from the same financial professionals as under the AHA brand.

There have been no changes to the mutually agreed-upon asset-based fee schedules or billing rates as a result of this consolidation.

To accommodate the unified client base, our firm now provides services to a broader range of clients, including individuals, high-net-worth individuals, families, and business owners. While our stated minimum client relationship size remains $5,000,000, this remains negotiable at our discretion to accommodate our diverse client base.

Item 4 has been updated to reflect the consolidation in service offerings.

Item 10 has been updated to include Riverview Business Advisors, LLC, a separate business venture and related entity under common ownership and control with Riverview.

Riverview will provide you with a new Brochure at any time there are material changes or at your request without charge.

Item 3: Table of Contents

Item 1: Cover Sheet	Page 1
Item 2: Material Changes	Page 2
Item 3: Table of Contents	Page 3
Item 4: Advisory Business	Page 4
Item 5: Fees and Compensation	Page 6
Item 6: Performance-Based Fees and Side-By-Side Management	Page 10
Item 7: Types of Clients	Page 10
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	Page 11
Item 9: Disciplinary Information	Page 12
Item 10: Other Financial Industry Activities and Affiliations	Page 12
Item 11: Code of Ethics	Page 13
Item 12: Brokerage Practices	Page 14
Item 13: Review of Accounts	Page 15
Item 14: Client Referrals and Other Compensation	Page 15
Item 15: Custody	Page 16
Item 16: Investment Discretion	Page 16
Item 17: Voting Client Securities	Page 17
Item 18: Financial Information	Page 17

Item 4: Advisory Business

(A) Introduction to Riverview Capital Advisers, LLC

Riverview Capital Advisers, LLC, a Massachusetts limited liability company formed in 2006 (hereinafter "RCA" or "Riverview"), is a federally registered investment adviser, providing various investment supervisory services to a variety of clients.[1] Riverview is owned by Alan Arcadipane and Paula Pienkowska and principally managed by Paula Pienkowska.

(B) Service Options

RCA provides the following service options:

I. Investment Management Services
II. Wealth Management and Financial Planning Services
III. Family Office Services
IV. Business Advisory Services

After reviewing the services available under each option (summarized below), clients select the service option(s) that they determine will best meet their needs. Each advisory client must sign an Investment Advisory Agreement ("Advisory Agreement") to reflect the choice(s) made and the manner in which RCA will be compensated for the service(s) selected.

I. INVESTMENT MANAGEMENT SERVICES

RCA provides Investment Management Services, which grant discretionary authority to RCA, for clients who choose this option to provide direct and indirect management as summarized below. Assets are managed in each individual client's account according to such client's stated goals and objectives, as set forth in the client's Investment Policy Statement, or as amended by the client from time to time. For client accounts utilizing this service, RCA has discretion to use the services of third-party portfolio manager(s) to meet each client's specific needs. Such third-party portfolio manager(s) may have discretion to handle the day-to-day investment management of the respective portion of client's account(s).

In providing Investment Management Services, RCA and RCA Investment Adviser Representative ("RCA Adviser") will furnish supervisory and management services over client account(s) through analysis of client investment goals, needs, objectives, and restrictions, as identified by the client from time to time.

RCA provides direct management and security selection for each account for clients selecting this service and/or oversight of third-party portfolio manager(s), provider(s) and/or sub-advisor(s) selected to provide service(s) for client's account(s).

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[1] Registration with any state or federal regulator does not imply a certain level of skill or training and does not imply any endorsement by a state or federal regulatory authority.

In the exercise of its discretion, RCA may place client account(s) in whole or in part with third-party portfolio manager provider(s) and/or sub-advisor(s) who will manage assets on behalf of RCA. RCA will monitor the performance of such third-party portfolio manager(s) and charge fees for its Investment Management Services.

With respect to the execution of any transactions involving assets in a client's account, a client authorizes RCA and RCA Adviser to issue brokerage instructions to purchase, sell and to otherwise trade in or deal with any security in that account. Brokerage confirmations are forwarded by the broker promptly after execution of transactions.

II. WEALTH MANAGEMENT & FINANCIAL PLANNING SERVICES

RCA offers Wealth Management and Financial Planning Services designed to provide individuals, families, and trusts with a structured approach to managing their financial lives. These services are generally integrated with our Investment Management Services but may be provided on a standalone basis.

RCA Wealth Management engagement typically involves identifying a client’s short- and long-term objectives, risk tolerance, and cash flow needs. Specific areas of focus include:

- **Retirement & Cash Flow Planning:** Analyzing income needs and withdrawal strategies.
- **Risk Management:** Evaluating insurance needs and asset protection strategies.
- **Education Planning:** Developing funding strategies for multi-generational education goals.
- **Tax Coordination:** Collaborating with the client’s tax professionals to ensure investment strategies are tax efficient.
- **Estate & Charitable Planning:** Reviewing foundational estate documents and coordinating philanthropic goals

The RCA Adviser conducts a detailed analysis of the information provided by the client to develop a tailored financial plan. This plan serves as a roadmap for recommendations regarding the client's assets, liabilities, and overall financial trajectory. While RCA provides strategic guidance and coordination, we do not provide legal or tax drafting services. We strongly encourage clients to consult with their respective legal and accounting professionals for the execution of any tax or legal documents.

III. FAMILY OFFICE SERVICES

For Ultra-High Net Worth clients and multi-generational families with complex, high-capacity balance sheets, RCA provides Family Office Services. This offering is more comprehensive and immersive than standard Wealth Management, acting as a central hub for the strategic orchestration of a family's total financial ecosystem.

Family Office Services are bespoke and vary based on the specific needs of the family, but typically include:

- **Intergenerational Legacy Planning:** Facilitating family meetings and governance structures to prepare the "next generation" for wealth stewardship.
- **Advanced Tax & Estate Orchestration:** Proactive leadership and oversight of complex trust structures, working in close tandem with the family's external legal and tax counsel.
- **Administrative & Lifestyle Management:** Providing high-touch "concierge" services, including bill pay, private bookkeeping, and administrative oversight of unique assets (e.g., private aviation, real estate holdings).
- **Business Advisory & Succession:** Consulting on family-owned business continuity, exit strategies, and executive compensation analysis.
- **Philanthropic Foundations:** Administration and strategic planning for private foundations or donor-advised funds.

Unlike standard planning, Family Office Services often involve RCA taking an active role in the daily administration of the family's financial affairs. These services are offered on both a discretionary and non-discretionary basis, depending on the specific engagement.

RCA does not provide legal, formal accounting, or tax preparation services. Our role is to coordinate and oversee these functions. Clients are urged to seek the advice of qualified attorneys and CPAs for the drafting and filing of all legal and tax documents.

IV. BUSINESS ADVISORY SERVICES

RCA Business Analysts, in conjunction with third party consultants, can assist in strategic forecasting, financial modeling, marketing and sales evaluation, executive incentives, and succession planning. RCA takes a holistic approach in providing a blueprint for evaluating, executing, and amending a strategy that fits the organization's needs, whether it is a startup or established firm.

RCA may refer and work directly with other third-party specialists including record keeping services, payroll administration, employee benefits, bill pay services, accounting and tax preparation, private banking and lending, and residential and commercial mortgage and refinancing. Where services require outside professionals the client may receive a separate invoice in addition to the fees described in Item 5 below.

V. OTHER SERVICES

From time to time, a client may approach RCA to perform services not specifically enumerated herein. RCA may undertake to accommodate clients by providing such services.

(C) Clients must provide accurate and complete information identifying client's investment objectives, risk tolerance and investment restrictions, if any, and other like information, as the intent is to tailor recommendations and strategies to address client-identified objectives and incorporated client-specified restrictions. It is the client's responsibility directly or through their RCA Adviser to notify RCA if client wishes to change their previously identified investment objective(s) and/or strategy.

(D) RCA does not participate in wrap fee programs.

(E) As of December 31, 2025, RCA has the following assets under management:

Discretionary	Non-Discretionary	TOTAL
$584,052,458	$40,012,844	$624,065,302

In addition to the assets reported immediately above, as of December 31, 2025, RCA also had assets under advisement totaling approximately $2,755,395,894. These are client assets that RCA oversees as part of the overall core investment management strategy but does not manage on a discretionary basis. The combined total of Regulatory Assets Under Management and Assets Under Advisement is approximately $3,379,461,196.

Item 5: Fees and Compensation

(A) Compensation and Fee Schedule

Generally, RCA is compensated for providing Investment Management Services based upon a percentage of assets under management, a flat fee, or an hourly rate. Family Office and Business Advisory Services are generally payable by flat fee, billed quarterly, or per project as negotiated with the client based on time and cost of implementation.

I. INVESTMENT MANAGEMENT SERVICES COMPENSATION

(a) Percentage of Assets Based Compensation. Clients choosing Investment Management Services will compensate RCA based on a percentage of the total value of their portfolio including, but not limited to, accounts where RCA is the listed Adviser, including accounts opened after the initial Advisory Agreement, annuities consisting of no-load funds for which the RCA Adviser did not receive any commission upon purchase, 401(k) accounts, and 529 College Savings Plans as of the last business day of each calendar quarter. Generally, compensation due to RCA for its Investment Management Services is calculated by multiplying the portfolio value on the last business day of each calendar quarter, as adjusted, by one fourth

(1/4) of the annual percentage set forth below. RCA management may, in its discretion, set a minimum account size for clients seeking Investment Management Services. Multiple accounts under the same client name, or accounts held by related persons may be billed in the aggregate, at the client's option.

(b) Investment Management Fees Charged by RCA. The annual percentage fee due to RCA for its Investment Management Services applicable to new clients is as follows:

Total Portfolio Value	Percentage of Assets
Less than $5,000,000	1.00%
$5,000,000.01 to and above	As Agreed

(c) No Percentages Greater Than Those Stated. Certain clients may pay to RCA percentages of asset-based compensation that is less than that stated above, but in no instance are percentages greater than those stated above.

(d) Fluctuations in Total Portfolio Value. Subsequent fluctuations in the total value of a client's portfolio occasioned solely by market forces may result in adjustments to the annual percentage rates set forth above for clients paying RCA asset-based compensation. Subsequent increases in the total value of client's portfolio may entitle that client to lower the annual percentage rate to be paid. Alternatively, decreases in a portfolio value occasioned solely by market conditions will not automatically result in that client paying a higher percentage occasioned by the above-stated ranges.

(e) Possible Availability of Lower Percentages. Client may be able to obtain comparable services provided by and/or through others for lower percentages.

(f) Annuities. If a client selecting Investment Management Services described above has annuity product(s) with no-load funds (and for which no commissions were incurred upon purchase), the value of the applicable funds may be added to the client's portfolio upon which the asset-based fee will be charged.

(g) Fee for Service. Clients who elect Investment Management and/or Advisory Planning services as part of an Investment Management relationship may be billed per project in addition to the Percentage of Assets Based Compensation. Wealth Management and Financial Planning Services are described above and billed as agreed upon with the client in writing.

(h) Hourly Rate or Fixed Fee. As an alternative to the percentage of assets for Investment Management Services, certain Investment Management Service clients, may elect to compensate RCA for Investment Management Services via an hourly rate or fixed fee, or as otherwise may be negotiated. No matter the form of compensation or amount of compensation agreed upon, compensation is due and payable upon receipt of a bill from RCA or by a direct withdrawal from a designated account(s).

(i) Variations. Clients may negotiate fees different from those stated above, as evidenced in writing signed by the client and RCA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which may result in different clients receiving the same services but pay different rates and/or fees.

II. FAMILY OFFICE AND BUSINESS ADVISORY SERVICES COMPENSATION

(a) Fee for Service. Fees for Family Office Services and Business Advisory Services are billed as a fixed fee, generally starting at $60,000 annually, billed quarterly. Fees are negotiable and based on complexity and scope of the plan, as well as financial situation and objectives.

(b) Payment / Date. Fixed fees are generally billed at the beginning of each calendar quarter. For accounts that are terminated, a refund shall be provided to a client according to the remaining non-billable days remaining. Fixed fees are generally withdrawn directly from client accounts via the client’s custodian.

(c). Variations. Clients may negotiate fees different from those stated above, as evidenced in writing signed by the client and RCA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which mean different clients may receive the same services, but pay different rates and/or fees.

(d) Fixed Fee or Hourly Rate. In certain instances, Business Advisory Services clients may elect to be billed separately from their Family Office Services Fee for Service, depending upon the complexity of the services to be provided. The fees for Business Advisory and Consulting Services are based on either a fixed fee, which is negotiated with the client for Fee for Service, or charged as an hourly fee which may range from $150 to $500 per hour unless otherwise agreed in writing by RCA and client. RCA advises clients in advance as to what the selected services will cost. These fees can either be based on an annual Fee for Service, paid quarterly, or as a one-time fee.

(B) Clients enrolled in RCA's Investment Management Services authorize, in the RCA Advisory Agreement, payment of RCA fees for Investment Management Services as well as any third-party portfolio manager(s) and/or sub-advisers to be deducted automatically from the Client's account with custodian. Fees and payment arrangements for sub-advisory services are negotiable and will vary on a case-by-case basis.

(C) In addition to the compensation paid to RCA under the above options, the Client may be responsible for one or more of the following costs, charges or expenses.

(a) Management Fees Charged by Mutual Funds. To the extent RCA or any third-party portfolio manager(s) or program(s) invests a client account in mutual funds and/or variable annuities, the client will bear their proportionate share of the internal management expenses of each mutual fund and/or variable annuities. All compensation paid to RCA or any third-party portfolio manager or program for services is separate and distinct from the fees and expenses charged by mutual funds and/or variable annuities for their respective services. These fees and expenses are described in each fund's prospectus and/or variable annuity brochure. These fees will generally include a management fee, administrative fee(s), other expenses, and a possible sales and/or distribution fee(s) (initial or deferred).

(b) Transaction Charges/Custodian Fees. To the extent RCA recommendations are implemented on behalf of the client, the client may also pay a brokerage commission, ticket, transaction and/or other like charges. Clients should investigate fully the conditions under which transaction and commission charges are imposed and in what amounts. Clients electing asset-based compensation options do not pay brokerage commissions or sales charges, but clients may still be responsible for transaction and ticket charges.

(c) Other Expenses/Fees. A client may pay transaction fees for the purchase of securities and/or no-load variable annuities that the client may or may not pay if the client had purchased the security directly and/or through a broker-dealer (i.e., no-load mutual funds). There may be additional fees and charges (e.g., IRA, custodial fees) charged by clearing brokers. Clients should review all charges, from time to time, with client's designated broker-dealer.

(D) For clients enrolled in RCA's Investment Management Services, the asset-based compensation described above is applied to the assets under management in an account at the end of a calendar quarter and fees are billed quarterly in advance. RCA asset-based compensation is calculated on the value of the account, less any exclusions, on the last business day of each calendar quarter. RCA compensation is payable and processed shortly within a reasonable time thereafter. Withdrawals and/or deposits from/to the portfolio assets, as the case may be, may lead to an adjustment of the advisory fee.

For Accounts that are opened or terminated within any given calendar quarter, RCA will charge the client asset-based compensation on a pro rata, per diem basis for the period of time during which the assets are managed by RCA. Additions to the portfolio (other than de minimis amounts) will be valued from the date added through to the earlier to occur of the date of withdrawal or the end of each calendar quarter. Clients may reimburse the portfolio for asset-based compensation charged and paid to RCA.

Liquidation of Portfolio to Fund Payment of Management Fees. There may be instances when investments must be liquidated or certain shares redeemed in order to generate sufficient cash to cover compensation due to RCA. Pursuant to the Advisory Agreement and/or agreements with the broker-dealer(s) and/or custodian(s) of the Account, the client authorizes RCA to effect liquidations as its compensation becomes due. If and when such liquidation or redemption becomes necessary, client is responsible for any attendant transaction costs including service fees.

(E) Neither RCA nor its Advisers accept additional compensation beyond the compensation described above from the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

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

RCA does not charge or accept performance-based fees, nor does RCA or its Advisers engage in side-by-side management of client accounts.

Item 7: Types of Clients

(A) Types of Clients

RCA may provide the above-described services to various types of clients, including individuals, families, profit-sharing plans, charitable foundations, corporations and other business entities, estates, and trusts.

(B) Conditions for Managing Accounts

All account applications are reviewed prior to acceptance. These decisions are generally based upon factors, which may include, but are not limited to, a client's legal capacity, reputation, account size, account contents, client needs and objectives, the adequacy of the fee for the time involved in providing the services sought, the scope of the client expectations and personality profile. Minimum account size is determined at the discretion of RCA and may be amended from time to time.

(C) Investment Advisory Agreement

Clients selecting advisory services sign an Investment Advisory Agreement with RCA. Such Agreement provides:

A. Termination. Client has the absolute right to terminate the Advisory Agreement in its entirety, exercisable at client's sole option and without penalty or RCA charge, by notice to RCA within five business days from the date of client's signing the Advisory Agreement. Further, RCA or client may terminate that Agreement at any time by providing notice of such election to the other party, and termination will become effective upon receipt of such written notice. The Advisory Agreement will terminate automatically upon the receipt by RCA of legal notice of the death of the client, together with notice of termination by legal representative of deceased. Upon the effective date of termination, the Adviser shall cease to have any responsibility or liability with respect to any client asset or account. All fees and expenses due to the Adviser through the close of business on the effective date of termination shall be immediately due and payable and the Adviser shall have the authority to debit any Account to recover such amounts due. To the extent any advisory fees are prepaid and no advisory services are rendered, such fees are refundable in full (or, as the case may be, in proportion to the amount of unused services) upon Client's cancellation of the Advisory Agreement. Client is not entitled to refunds of commissions and other like charges paid in connection with the execution of securities transactions.

B. Dispute Resolution/Arbitration. To the fullest extent permitted by law, any controversy arising out of or relating to client and its transactions with RCA and the Advisory Agreement, or breach thereof, shall be settled by arbitration, in accordance with the rules then in effect of the Financial Industry Regulatory Authority ("FINRA") or any successor or similar arbitration organization authorized under the Agreement or applicable laws to hear the dispute. Judgment upon any award rendered by the arbitrators is final and binding and may be entered in any court having jurisdiction thereof.

The agreement to arbitrate may not be deemed enforceable under federal and/or state securities laws. To the extent the arbitration agreement is deemed enforceable, it shall not constitute a waiver of any of client's rights, to the extent such rights are deemed unwaivable under federal and/or state securities laws, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

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

(A) Methods of Analysis

RCA utilizes an investment approach best suited for each client's stated investment objectives and goals. When appropriate, RCA will utilize a strategic asset allocation; asset classes are identified and weighted by valuation and risk. Strategies may be developed for long-term appreciation or for income and growth with varying levels of risk. Individual securities, bonds, exchange traded securities (“ETFs”) and mutual funds are utilized within the strategic asset allocation model as part of the strategy.

RCA and RCA Advisers use a combination of internal and external sources to analyze securities. Principal weighting is placed on fundamental analysis which generally includes reviewing information sources to determine current value and catalysts that may create potential change in value. RCA and RCA Advisers may use sources such as, but not limited to, independent research, company prepared reports, securities analysts' reports, government filings, industry experts and vendors.

RCA and RCA Advisers may use a combination of internal and external sources to analyze mutual funds or sub-advisors for client portfolios. Each fund's investment team is evaluated considering philosophy, processes, team experience and performance histories are amongst the criteria analyzed. Overall risk characteristics, changes in holdings and historical performance of the investment team are also analyzed.

Although the investment strategies are generally developed within a timeframe of at minimum eighteen to twenty-four months, at times securities positions may be partially of fully liquidated. Developments in client needs and objectives, specific business issues or economic events are amongst the potential occurrences that may result in sales sooner than anticipated. Generally, RCA and sub-advisers are principally long-term investors. For specific client situations and at the client's authorization, RCA or sub-advisor may utilize short sales, margin transactions or covered option writing.

(B) Material Risks

All methods noted above rely on the assumption that the investments that RCA may recommend for purchase or sale, the rating agencies that review various investments and other publicly available sources of information about these investments, are providing accurate and unbiased data. While RCA is alert to indications that data may be incorrect, there is always a risk that the analysis may be compromised by inaccurate or misleading information.

Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Short sales and option writing generally hold greater risk and clients should be aware that there is a chance of material risk of loss using any of those strategies.

Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

(C) Types of Investments

RCA provides investment advice on, but not limited to, the following types of securities: municipal securities, certificates of deposit, commercial paper, over-the-counter securities, individual stocks, index shares, mutual funds, and alternative investments. Annuities and insurance products are offered through licensed professionals, some of whom may also be RCA Advisers, or through other non-affiliated professionals.

RCA may also offer advice from time to time on real estate interests, commodities, partnership interests, sub-advised or direct private equity interests and hedge fund strategies.

Item 9: Disciplinary Information

RCA and RCA Advisers have no disciplinary events to report.

Item 10: Other Financial Industry Activities and Affiliations

(A) Broker-Dealer. RCA is not a broker-dealer and RCA Advisers are not registered representatives of any broker-dealer. RCA may have networking arrangements with broker-dealers, from time to time. RCA is able to work with any major brokerage firm, as may be selected by the client. Presently, RCA recommends the use of Charles Schwab & Co, Inc. to execute securities trades in clients' accounts. Clients using Charles Schwab & Co. and/or such other client-designated broker-dealer must issue brokers instructions pursuant to which RCA may forward, on behalf of the client, trade instructions.

(B) Neither RCA nor any of its Advisers licensed or applying for license as a futures commission merchant, commodity pool operator, commodity training adviser or an associated person of such entities.

(C) Insurance Company or Agency. RCA is not an insurance company or agency; however RCA Advisers may be licensed to sell investment/insurance products, annuities or related insurance services. RCA may have arrangements with insurance producers, companies or agencies, to provide various insurance products recommended to RCA clients, including life and disability insurance and annuity products.

RCA does not sell products or services other than Investment Management Services, Family Office Services, Business Advisory Services, and Consulting Services to clients. However, RCA Advisers may sell investment/insurance products, annuities or services as part of the investment advisory relationship. RCA is not a broker-dealer or custodian.

RCA will coordinate vendor services and consult with other companies. RCA may receive compensation from a vendor or a corporate client for corporate benefit services including deferred compensation, qualified retirement plans and other company benefits.

RCA's principals, Alan Arcadipane and Paula Pienkowska, are also owners and officers of Riverview Business Advisors, LLC ("RBA"). RBA provides operational consulting services for small and mid-size business owners and operators. While RCA and RBA are separate legal entities, certain clients of RCA may also be clients of RBA. RCA clients are under no obligation to engage RBA for consulting services and may seek alternative business consultants, when necessary.

From time to time, certain high-net worth clients may invest in real estate or limited partnerships/limited liabilities companies investing in real estate and other private investments that are separately organized entities and may be owned in whole or in part by Alan L. Arcadipane, a partner of RCA, and his affiliates R.T. Hawk, LLC, Hawk Properties, LLC, and/or YellowFin Group LLC. The entities are otherwise unaffiliated with RCA, and clients generally acknowledge such in writing.

Item 11: Code of Ethics

(A) RCA has adopted and provided to all RCA Advisers its Code of Ethics ("Code"), which provides guidance on certain issues to assist RCA's employees in conducting themselves consistent with ethical principles and in compliance with their regulatory responsibilities. The Code challenges all of RCA's staff members to live up to the law and to conduct themselves with honesty and integrity and in compliance with all rules, laws and regulations of state and federal agencies that regulate RCA. RCA's Code further contains provisions preventing employees from misuse of client's holdings, transactions and other confidential information.

RCA's Code of Ethics shall be made available to clients and prospective clients, at no charge, upon their request directed to:

Riverview Capital Advisers, LLC
265 Franklin Street
Suite 403
Boston, MA 02110
Telephone: (617) 423-0080

(B) RCA has adopted Guidelines for Personal Transactions and Prevention of Misuse of Material Non-Public Information ("Transaction Guidelines"), in addition to the Code of Ethics, which impose restrictions and reporting requirements on its officers, directors and employees when effecting transactions for themselves or their accounts in securities recommended to clients and cautions against misuse of material non-public information. Generally, RCA reviews all Access Persons' accounts, monthly transaction reports and annual holding reports, all of which are required to be provided under the RCA Code of Ethics and Transaction Guidelines.

(C) During the normal course of business, RCA's Access Persons and related persons may also be clients of RCA and, therefore, may purchase and sell securities that may also be recommended by RCA to clients or contemplated for investment by the firm's portfolio managers. It is the policy of RCA not to favor any one client over another in making advisory recommendations, subject to the suitability of those recommendations to an individual client and the specified investment objectives of a client. RCA Personnel are not prohibited from owning securities purchased by RCA or sub-advisory relationships. RCA has adopted Transaction Guidelines and Code of Ethics related to such purchases/sales by RCA Personnel and Personnel's Related Persons, as described above. RCA requires its employees wishing to buy or sell any publicly-traded security, other than mutual funds and other accepted securities within the Code of Ethics and Transaction Guidelines, to either follow the "last in" and "last out" rule for the trading day when the trade occurs in close proximity to the client trade, wait until at least one business day after the client has established his position or declined to act before purchasing or selling the security for their account, and/or trade at a price not better than that obtained by the client (incidental trading which is minimal in relation to the total outstanding value, and as such would have a negligible effect on the market price are, typically, not subject to the foregoing restriction).

Item 12: Brokerage Practices

(A) Investment Brokerage Discretion

Generally, RCA has discretionary authority to select securities purchased and sold by a client's account, including the quantity and price as well as the use of third-party portfolio manager(s), and sub-advisors. The client, under the Advisory Agreement, authorizes RCA to issue broker instructions to the client's broker-dealer.

RCA is not a broker-dealer and RCA Advisers are not registered representatives of any broker-dealer. RCA may have networking arrangements with broker-dealers, from time to time. RCA is able to work with any major brokerage firm, as may be selected by the client.

RCA may consider the full range and quality of a broker-dealer’s services for client’s accounts. If client does not have a strong preference for a particular broker-dealer, generally, RCA recommends brokers, presently Charles Schwab & Co., Inc., and qualified custodians based upon its judgment as to services provided by same. RCA may consider, performance evaluation software, reporting tools, and other types of products and services in selecting broker dealer to recommend to clients. RCA will consider the following factors in this determination: price, execution, service and reliability. Clients using Charles Schwab & Co., and/or designated broker-dealer must issue brokers instructions so that RCA may forward, on behalf of Client, trade instructions.

RCA may, from time to time, receive research or other products in connection with its Advisory business from a broker-dealer. However, RCA does not compensate any broker-dealer nor does RCA participate in any soft dollar arrangements in exchange for such services.

For the brokerage firms recommended, RCA periodically reviews custodian fees, brokerage commissions and qualification compared to the value added. RCA shall bring attention to factors including but not limited to block trades, access to market supply, timely execution and the accuracy of research, portfolio accounting and client reports. These reviews, evaluations, research products and services are generally used for most, but not all, client accounts.

Advisory recommendations and/or strategies may or may not vary among clients, notwithstanding similar investment objectives, risk tolerances and/or other factors. No assurance can be given about the ultimate results or success of any investment or insurance recommendation or strategy. The client is encouraged to review all investment-related topics, together with RCA's recommendations, with counsel.

(B) Aggregation of client orders

RCA will aggregate or "block" trades where possible and when advantageous to clients. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as any transaction costs incurred from the trade are shared equally and on a pro-rated basis between all accounts included in any such block. These transaction costs do not include any commission charged by the Broker-Dealer. Block trading may allow RCA to execute equity trades in a timelier, more equitable manner, and at an average share price. RCA will typically aggregate trades among clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which we place trades for clients on any particular day. If RCA is unable to aggregate trades due to the fact that client accounts are on different platforms, RCA will seek to execute the trades in a manner so that one platform is not favored over another.

Item 13: Review of Accounts

(A) Accounts are reviewed periodically. Account asset allocations and portfolio holdings are viewed through portfolio software and accounting systems. Accounts may be altered through asset allocation of holdings.

(B) The account review process may be triggered by changing developments with respect to client needs, investment strategies, suitability, business climate and specific holdings. Clients will receive account appraisals for investment management accounts periodically throughout the year, as needed for meetings or requested, and no less than annually.

(C) Qualified custodians utilized by RCA will provide reports detailing the holdings in electric format or in paper no less than quarterly, as determined by the client's request. Clients may also request trade confirmations, in paper or electronically, from the qualified custodian. No less than annually and as needed, RCA and RCA Advisers will make efforts to speak directly with clients in person or though other medium to review client needs, investment policy statement, strategy, and portfolio holdings. Generally, financial planning only clients will not receive regular reports unless requested by the client.

Item 14: Client Referrals and Other Compensation

Additional Compensation. RCA does not currently pay referral fees to independent persons or firms ("Solicitors") for introducing clients to RCA. However, RCA has in the past and it is possible that in the future RCA may enter into a referral arrangement after updating this

Brochure in accordance with Rule 206(4)-3.

Item 15: Custody

Neither RCA nor RCA Advisers are authorized to take physical custody of a client's assets, securities, cash (other than financial planning fees, wealth management fees, family office fees, or business advisory fees) or other property. All clients' securities and property should be forwarded directly to the client or their designated qualified custodian and/or as required by any third-party program(s) used to service client account(s), as the case may be.

Item 16: Investment Discretion

RCA offers clients Investment Management Services under which clients authorize and grant RCA discretionary authority over their accounts. For clients who do not grant RCA with discretionary authority over their account(s), RCA will make recommendations to the client for the client's approval, rejection, revision or modification. For clients who grant discretionary authority to RCA, assets are managed in each individual client's account according to such client's stated goals and objectives and any reasonable restrictions placed on the account by the client, as set forth in the client's Advisory Agreement, or as amended by the client from time to time. For clients enrolled in Investment Management Services, RCA may have discretion to handle the day-to-day investment management of the client account(s).

Pursuant to the Advisory Agreement, clients grant RCA the authority to manage the assets in their accounts on a fully discretionary basis. The grant of discretionary authority to RCA includes, but is not limited to the authority:

(i) to take any and all actions on the clients' behalf that RCA determines to be customary or appropriate for a discretionary investment adviser to perform, including the authority to buy, sell, select, remove and replace securities and investments for the account, and to determine the portion of assets in the account to be allocated to each investment or asset class and to change such allocations;

(ii) to designate the broker-dealers or others with which transactions for the account will be affected (See Item 12 above);

(iii) to retain and replace, or not, any person providing investment advice, securities recommendations or other services to RCA, as deemed appropriate by RCA, from time to time; and

(iv) with regard to the Advisory Agreement, to retain and replace any investment adviser representative providing services on behalf of RCA, as deemed appropriate by RCA.

RCA is authorized by clients to exercise discretionary authority over Advisory Services client accounts pursuant to a grant of discretionary authority from clients in the Advisory Agreement and may exercise discretion to determine which securities are to be purchased or sold in a client's account, the amount of securities to be purchased or sold, whether the securities are to be purchased or sold, which broker-dealer or other account custodian(s) are to be engaged by clients, or the commission rates/sales charges to be paid by clients.

RCA's exercise of discretionary authority over accounts shall be managed on the basis of that client's identified financial situation and investment objectives and consistent with any reasonable restrictions imposed by the client, as shall be provided by clients to RCA from time to time.

Clients, under the Advisory Agreement, authorize RCA to issue broker instructions to the client's broker-dealer. If a third-party program is selected, client account(s) may be subject to such applicable program's disclosure statement(s).

Family Office Services and/or Business Advisory Services clients generally contain discretionary assets in addition to non-discretionary, or "assets under advisory," which RCA includes in the Client's comprehensive planning.

Item 17: Voting Client Securities

RCA does not vote client proxies. Therefore, although RCA may provide investment advisory services relative to client investment assets, RCA's clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. RCA and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

Item 18: Financial Information

(A) Balance Sheet

RCA does not require nor solicit prepayment of more than $1,200 in fees per client, six months or more in advance, and therefore does not need to include a balance sheet with this brochure.

(B) Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither RCA nor its management has any financial conditions that RCA believes may be likely to reasonably impair our ability to meet contractual commitments to clients.

(C) Bankruptcy Petitions in Previous Ten Years

RCA has not been the subject of a bankruptcy petition in the last ten years

Riverview Capital Advisers, LLC
PRIVACY POLICY

FACTS	What does Riverview Capital Advisers LLC ("RCA") do with your personal information?
Why?	RCA collects information about you to help us serve your financial needs, provide customer service, offer new products or services, and fulfill legal and regulatory requirements. Any collection of personal information is to support our normal business operations and service your account. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ◻ Name, Address, Social Security Number and DOB ◻ Products or Services purchased, account balances, transaction history and payment history ◻ Assets, investment experience, credit history and credit scores ◻ Occupation, income, family history (as applicable to your investments), estate planning information ◻ Information about your interests, detailed financial information, investment objectives, tax and insurance information and other such personal information ◻ To the extent you seek life or other insurance products, information we may receive from you regarding your health When you are *no longer* our customer, we may continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business- to process transactions, maintain customer accounts, and report to credit bureaus. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons RCA chooses to share, and whether you can limit that sharing.

Reasons we can share your personal information	Does RCA share?	Can you limit this sharing?
For our everyday business purposes- in the course of servicing your account, we may share information collected about our customers, as previously described above, with other unaffiliated service providers such as insurance companies, mutual fund companies, broker-dealers or investment firms to provide account maintenance or customer services to your account**,** to process your transactions, maintain your account(s), respond to court orders, government agency requests and legal investigations or report to credit bureaus.	Yes	No
For our marketing purposes- to offer our products and services to you, i.e. newsletter, email updates, etc.	Yes	Yes
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We do not share

For our affiliates to market to you	No	We do not share
For non-affiliates to market to you	No	We do not share

Contact Us	If you have any questions or concerns, please contact us by e-mail at alan@riverviewcapital.com or call us at: (617) 423-0080.
Opting out:	In the event that this policy changes in such a way that may cause your nonpublic personal information to be disclosed other than as set forth above, you will be provided with notice of that change prior to its effectiveness and you will have the right to opt out by marking the opt out form provided to you to indicate that you are opting out, signing it and returning it to us within thirty days of the postmark date, or by calling us at (617) 423-0080, by sending an email message to compliance@riverviewcapital.com, or by mailing us at Riverview Capital Advisers LLC, 265 Franklin Street, Suite 1605, Boston, MA 02110.

FACTS	**What does RCA do with your personal information?**
Who are we	
Who is providing this notice?	Riverview Capital Advisers, LLC 265 Franklin Street, Suite 1605 Boston, MA 02110
What we do	
How often does RCA notify me about their practices?	We must notify you about our sharing practices when you open an account or when there are substantial changes to our policy.
How does RCA protect my personal information?	1. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. 2. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information to ensure that we are complying with your own policy, industry practices and federal or state regulations. 3. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.
How does RCA collect my personal information?	We may collect your personal information, for example, when you: ◻ Open an account, deposit money or engage us for services ◻ Visit our website and choose to identify yourself ◻ Pay bills ◻ Process transactions We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit sharing only for ◻ Affiliates everyday business purposes – information about your creditworthiness ◻ Affiliates to market to you ◻ Non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Everyday business purposes	The actions necessary by financial companies to run their business and manage customer accounts, such as ◻ Processing transactions, mailing, and auditing services ◻ Contacting service providers, such as your tax preparer, insurance companies, mutual fund companies, banks and investment firms ◻ We may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required or permitted under law (for example, to cooperate with regulators or law enforcement authorities, resolve consumer disputes, perform credit/authentication checks, or for institutional risk control or if consented to by you). Federal regulations permit us to share a limited amount of information about you with a brokerage firm in order to execute securities transactions on your behalf, or so that our firm can discuss your financial situation with your accountant or lawyer.
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ◻ **AndrewHunter Advisers**
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ◻ Qualified custodians where your account is maintained ◻ Companies that process and print account statements ◻ Parties referring you to us or membership groups of which you are a member ◻ Service providers such as your accountant, insurers, mutual fund companies, banks, investment firms, brokerage firms, clearing agents and attorneys ◻ Others as directed by you, including, but not limited to, your attorney, accountant or other professionals

If you want to limit our sharing	
Contact us	By telephone: (617) 423-0080 By email: compliance@riverviewcapital.com By mail to: Riverview Capital Advisers, LLC 265 Franklin Street, Suite 403 Boston, MA 02110 Opting out: In the event that this policy changes in such a way that may cause your nonpublic personal information to be disclosed other than as set forth above, you will be provided with notice of that change prior to its effectiveness and you will have the right to opt out by marking the opt out form provided to you to indicate that you are opting out, signing it and returning it to us within thirty days of the postmark date, or by contacting us via e-mail, mail or telephone, within thirty (30) days of the postmark date on the notice. If you have any questions or concerns, please contact us by e-mail at compliance@riverviewcapital.com or call us at (617) 423-0080.