



SEC No. 801-69224

**Informational Brochure
(Part 2A and 2B, Form ADV)**

Covestor Ltd.

**London Office:
1 Duchess Street
London W1W 6AN
United Kingdom**

Boston~~New York~~ Office:

175 Federal Street, Suite 825~~1370 Broadway, 5th Floor~~

Boston, MA~~New York, NY~~ 02110~~10018~~

866-825-3005

www.covestor.com

November 8~~March 31~~, 2012

This brochure provides information about the qualifications and business practices of Covestor Ltd. If you have any questions about the contents of this brochure, please contact us at (866) 825-3005 or clientservices@covestor.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.

Covestor₁ Ltd. Informational Brochure

Material Changes since previous Informational Brochure dated March 31, August 17, 2012~~1~~

Additional information about Covestor Ltd. also is available on the SEC's website at www.adviserinfo.sec.gov.

Date	Description of Changes
<u>1-Nov-2012</u>	<u>Address Change; revised assets under management</u>
<u>30-Sept-2012</u>	<u>CIO Change</u>
31-Mar-2012	COO Change: Thomas H. Dorsky for Simon Veingard; Cessation of the Personal Trade Reporting (PTR) service
1-Nov-2011	Address change
1-Oct-2011	CCO Change: Antoine Devine replacing Anne Dewey
17-Aug-2011	Revised assets under management; minor format changes
5-Aug-2011	CEO Change: Asheesh Advani replacing Perry Blacher
29-Apr-2011	Revised Format – Informational Brochure
29-Apr-2011	Enhanced disclosures of financial condition.
29-Apr-2011	Enhanced disclosures for advisory fees, no performance fees charged.
29-Apr-2011	Enhanced disclosures for securities traded.

Table of Contents

Part 2A: Brochure.....	4
Advisory Business – Covestor Ltd. (“Covestor”)	4
Fees and Compensation.....	7
Types of Clients.....	8
Methods of Analysis, Investment Strategies and Risk of Loss	9
Disciplinary Information.....	11
Other Financial Industry Activities and Affiliations.....	12
Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	12
Brokerage Practices	13
Review of Accounts.....	14
Client Referrals and Other Compensation	15
Custody	15
Investment Discretion.....	16
Voting Client Securities	16
Financial Information	17
Requirements for State-Registered Advisers.....	17
Appendix 1 – Wrap Brochure (Covestor Wealth Account)	18
Part 2B: Brochure Supplement	19
Supervised Persons	19

Part 2A: Brochure

Advisory Business – Covestor, Ltd. (“Covestor”)

Covestor Limited (“Covestor”) is a private limited company incorporated in the United Kingdom and established on 15 May 2006.

Covestor allows individuals and/or entities (“Members”) to register with Covestor.com in order to either

- Share their investment activity with others, or
- Utilize the investment activity of others in their own investment portfolio.

Members Sharing Their Investment Activity

Registered users (“Members”) share their personal investment activities by becoming a Manager (“Managers” or “Model Manager”).

Managers are classified as either Non-Registered Publishers or Professionals. Professional Managers must be registered investment advisers. Managers license their portfolio holdings and trading record (“Trade Data”) to Covestor for publication. Managers may choose to also provide additional content including their investment strategy, profile, portfolio market report and analysis. (Collectively this additional content along with Trade Data herein referred to as “Manager Content” or “Model.”)

Managers may manage multiple Models with Covestor. All Manager Content represents the opinions of that Manager, should not be construed as personalized investment advice, and is subject to change without notice.

Members Subscribing to Managers (Subscribers or Clients)

Members may choose to subscribe to Manager's Models either directly (“Subscribers”) or as a client of Covestor's investment management services (“Client”).

1. A Subscriber may subscribe to Models without any investment management services. Under such a relationship:

- a. Subscribers receive the Manager Content of the Managers that they select. Covestor will provide ongoing notification of updates to the Manager Content, including Trade Data. These will typically be in the form of email notifications.
- b. The Subscriber is under no obligation to act upon any of the information and retains absolute discretion and responsibility over any implementation decisions.

c. Covestor will charge a fee for access to selected Models ("Direct Access Fee"). Direct Access Fees are negotiable, but generally range from \$0 to \$5,000 per year depending upon the Model selected.

2. A Client may subscribe to the Models and engage Covestor to provide investment management services. Under such a relationship Covestor may be engaged to replicate the selected Model's Trade Data for the Subscriber in their personal account. Clients may also authorize Covestor to actively manage their allocations across models.

a. Prior to engaging Covestor to provide the foregoing investment management services, the Client will be required to enter into one or more written agreements with Covestor setting forth the terms and conditions under which Covestor shall render its services (the "Client Agreement").

Investment Management Services

Manager Content is analyzed by Covestor in order to determine a Risk Score for the Manager's Models and identify trades eligible for Covestor's replication process. Trade eligibility filters include security type, market capitalization, and liquidity. Covestor provides ongoing investment advisory services to individuals and firms ("Clients") based on the individual goals, investment objectives, risk tolerances, & time horizons specified by each Client.

Covestor provides ongoing investment services to its Clients through two channels:

- **Self-Directed Account ("Self-Directed")** - Clients make their own decisions regarding the selection and timing of Model subscriptions. Self-Directed Accounts require an opening balance of \$10,000.
- **Managed Account ("Wealth Account")** - Clients authorize Covestor to determine the selection and timing of Model subscriptions on their behalf, based on the investment objectives provided by the Client. Wealth Accounts require an initial funding of \$50,000. The Covestor Wealth Account services also include an initial one-on-one review with our Chief Investment Officer, assignment of a personal Investment Manager to each Client, and ongoing oversight of all subscriptions.

Unless otherwise agreed upon, Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the Client accounts. Clients also receive online access to account activity reports from Covestor that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance on a daily and monthly basis.

Covestor also monitors the Manager's trading account and calculates performance and risk metrics of the account on a daily basis. Covestor utilizes these performance and risk metrics, along with the Model's Risk Score and Manager's periodic commentary on their strategy as the basis for its evaluation

of suitability for Covestor's Wealth Account clients. More information on Covestor's performance calculations can be found at <http://site.covestor.com/help/disclosures>.

Those individuals to whom Covestor provides publication services only will receive regular reports from Covestor regarding the Models to which the Subscriber is subscribed.

Covestor's investment management services use:

- Equity Securities, including exchange-listed securities, certain over-the-counter securities, and securities of foreign issuers;
- Mutual funds; and
- Exchange-traded funds (ETFs).

As of ~~February 29,~~November 1, 2012, Covestor's regulatory assets under management are ~~\$9,145,841~~10,941,493 million, of which 100% is managed on a discretionary basis.

Firm Ownership

Covestor Ltd. is owned by Covestor Inc., a privately held firm whose principal owners include its founders (Rikki Tahta, Perry Blacher, and Simon Veingard), along with several venture capital firms.

Investment Management Agreements

Covestor requires prospective clients to sign a client agreement prior to establishing an investment account. This client agreement provides Covestor with limited discretionary authority to initiate investment activities on behalf of the client over the client's investment assets. Copies of Covestor's Client Agreement are available upon request, as well as via the Covestor.com website.

Termination of Agreement

The Client Agreement between Covestor and the Client will continue in effect until terminated by either party pursuant to the terms of the Client Agreement.

Any Client who has not received a copy of Covestor's written disclosure statement at least forty-eight (48) hours prior to executing the Client Agreement shall have five (5) business days subsequent to executing the agreement to terminate Covestor's services without penalty.

Covestor.com Website

The content of the Covestor.com website, including Manager Content, performance analysis and rankings is provided as general and impersonalized investment information and commentary and does not constitute a specific recommendation or solicitation that anyone should purchase or sell any

particular security or investment advisory service. Covestor relies on information provided to it by its Members in producing Manager Content for the website.

Fees and Compensation

Advisory Fees

If a Client engages Covestor to provide investment management services, Covestor shall do so on a fee basis. As specified below, Covestor's fees are in addition to brokerage commissions, transaction fees, and other related costs and expenses, which shall be incurred by the Client. Covestor shall not receive any portion of these commissions, transaction fees, and costs.

Covestor will automatically deduct its management fees from Client's accounts, as authorized in the Client Agreement.

For the initial month of investment management services, the first month's fees shall be calculated on a pro rata basis. Covestor's fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the Client, as appropriate, in a timely manner. Covestor, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (i.e., during initial launch of a service line, dollar amount of assets to be managed, related accounts, account composition, pre-existing Client, account retention, pro-bono activities, etc.).

Covestor's advisory fees shall be calculated on the following basis:

1. Subscription Fee (Self-Directed):

If engaged, Covestor may charge an annual fee based upon a percentage of the market value of the assets being managed by Covestor ("Subscription Fee").

- a. Covestor's Subscription Fee shall be prorated and charged monthly, in arrears, based upon the daily market value of subscribed assets during the previous month.
- b. Subscription Fees vary by Model chosen and the level of assets to be subscribed.
- c. The Subscription Fee will range up to 3.00%, which shall include any Direct Access Fees, paid on the Client's behalf.
- d. No Subscription Fees are charged on assets that are not subscribed to Models.
- e. Covestor shall charge a minimum Management Fee of \$60 per annum (~~\$5.00~~~~12.50~~ per month) per Model subscribed to, prorated and charged monthly in arrears. This minimum fee will be charged independent of the duration of the subscription during the month and any (or no) transaction activity in the Model.

Covestor, in its sole discretion, may waive its minimum annual fee based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, dollar amount

of assets to be managed, related accounts, account composition, pre-existing client, account retention, and pro bono activities.

2. Wealth Account Fee (Wealth Account):

If engaged, Covestor may charge an annual fee based upon a percentage of the net liquidation value of the assets being managed by Covestor ("Wealth Account Fee").

a. Covestor's Wealth Account Fee shall be prorated and charged monthly in arrears, based upon the daily net liquidation values of the Client's account during the previous month. This includes cash and margin balances.

b. Subscription Fees are not charged on Wealth Accounts.

c. The Wealth Account Fee will be based on the following fee schedule:

Account Balance (USD) Fee per annum

\$ 50,000 to \$ 99,999 2.5%

\$ 100,000 to \$ 499,999 2.0%

\$ 500,000 and above 1.5%

d. For Wealth accounts valued at \$100,000 or greater, the Wealth Account Fee will be reduced on a monthly basis by the total brokerage trading commissions incurred in the Client's account during the previous month.

e. For Wealth accounts valued at \$100,000 or greater, the Wealth Account Fee will be reduced on an annual basis for the total margin interest charged in the Client's account during the previous twelve (12) months.

f. Accounts with a balance below \$100,000 will be subject to brokerage fees, including but not limited to trading commissions and margin fees on Covestor's Subscription services.

(<http://site.covestor.com/agreements>)

Types of Clients

Covestor's clients include individuals, trusts, corporations and other legal entities. Covestor has established the following account minimums for its clients:

- ✓ Self-Directed Subscription Account - \$10,000.00; recommended minimum for day trading account - \$30,000.00;
- ✓ Wealth Account - \$50,000.00.

Methods of Analysis, Investment Strategies and Risk of Loss

Covestor typically relies on the investment decisions of Managers in managing Subscriber accounts. Covestor attempts to track the Manager's trades as accurately as possible, but does maintain limited discretion to modify the Manager's trades in order to provide the best services to Subscribers.

Account Management

Covestor provides management of the Client's account subject to certain restrictions and potential conflicts. Clients are advised as follows:

Additions and Withdrawals:

- a. The Client may make additions to and withdrawals from the account at any time, subject to the following:
 - i. Covestor's right to terminate an account.
 - ii. If assets are deposited into or withdrawn from an account after the start of a month, the fee payable with respect to such assets will not be adjusted or prorated based on the number of days remaining in the month.
 - iii. Clients may withdraw account assets on notice to Covestor, subject to the usual and customary securities settlement procedures.
 - iv. Additions may be in cash or securities provided that Covestor reserves the right to liquidate any transferred securities, or decline to accept particular securities into a Client's account. Covestor may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.
- b. Covestor designs its portfolios as long-term investments and asset withdrawals may impair the achievement of a Client's Investment Strategy.

Replication issues and associated conflicts:

- a. While Covestor aims to replicate the Manager's Trade Data as closely as possible, it will retain limited discretion over the trading due to certain limitations of replication.

Examples include:

- i. As Trade Data is not captured in real-time, and there may have been significant market movement in a security subsequent to a Manager making a trade and it being captured by Covestor.
 - ii. The size of a Client's account may not make it practical to replicate a certain trade initiated by a Manager.
 - iii. A Client may have specified certain restrictions.
- b. The concept of Covestor is to allow investors to replicate Manager Trade Data that is based on historic trading records. This naturally leads to a significant conflict of interest as the Managers, and if an entity their respective officers, directors, employees and/or affiliates, will always trade ahead of Subscribers and Clients.
- i. It is illegal for anyone to manipulate the market for securities.
 - ii. Managers certify that they are aware of the laws and will not make trades for the purpose of influencing a security due to the knowledge that Subscribers or Clients may be making similar trades after them.
- c. Managers may themselves be state or SEC registered investment advisers. When registered, the Managers may owe a fiduciary duty to Covestor or the Subscriber or Client in making their recommendations.

Limited Investment Advice

Covestor offers advice on each type of investment described under "Advisory Business." However Clients are advised:

- a. Covestor's investment advice is typically limited to the selection of Managers, Models, and replication of Trade Data.
- b. Covestor will not typically initiate the recommendation of specific securities.
- c. Covestor may modify recommendations that are implied by Manager Content in certain circumstances.

Use of Margin

To the extent that a Client authorizes the use of margin, and Covestor thereafter employs margin in the management of the Client's investment portfolio, the market value of the Client's account and corresponding fee payable by the Client to Covestor will be increased. The Client is advised:

- a. Additional principal risks are associated with the use of margin.

- b. Potential conflicts of interests exist, as the Client's decision to employ margin shall correspondingly increase the management fee payable to Covestor.
- c. The decision as to whether to employ margin or to select a Model that requires the employment of margin is left totally to the discretion of the Client.

Covestor trades in equity securities traded on U.S. exchanges, exchange traded funds (ETFs). Covestor may also provide advice about any type of investment held in a Client's portfolio at the beginning of the advisory relationship.

Risk of Loss

All investment activities include the risk of loss, as well as the opportunity for investment gains. These investment risks fall in to several categories:

Market Risk: Security prices may decrease due in response to direct and indirect events and market conditions, usually caused by factors independent of the specific attributes of the investment security.

Inflation Risk: Rising inflation reduces the purchasing power of the underlying currency, which is the dollar for U.S. based investments.

Liquidity Risk: Liquidity is the ability to covert an investment into cash. Investment assets are usually more liquid when established markets exist to trade those securities. For instance, U.S. Treasury bills and most equity securities have highly developed markets, while tangible property such as real estate and precious stones are less liquid.

Reinvestment Risk: This is the risk that future gains may be reinvested at less favorable (lower) rates of return than currently available.

Interest-rate Risk: Changes in interest rates may result in fluctuations in the prices of other investment vehicles. For example, when interest rates rise, fixed income securities prices fall.

Currency Risk: Investments in non-U.S. based assets are subject to additional changes in valuation due to changes in currency exchange rates.

Business Risk: This covers risks associated with specific industries or companies within an industry.

Financial Risk: Excessive use of credit (borrowing) to finance a business' operations increases the risk of profitability, because the company must cover its debt obligations in good and bad years.

Disciplinary Information

As of the date of this brochure, Covestor has not been subject to any legal or disciplinary actions material to a client's or prospective client's evaluation of Covestor's advisory business.

Other Financial Industry Activities and Affiliations

Other industry affiliations include broker-dealers, investment companies, banks, accounting firms, insurance-related businesses, and real estate broker or dealer. Accordingly, Covestor and its management personnel have no other financial affiliations nor receive any compensation or referral fees from such firms, as part of our advisory practice.

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

Covestor and persons associated with Covestor ("Associated Persons") are permitted to buy or sell securities that it also recommends to Clients consistent with Covestor's policies and procedures. In addition, Associated Persons may also become clients of Covestor and, as such, any Covestor initiated trades for those Associated Persons will be executed alongside all other Covestor clients. Covestor currently implements trades in random order, so as not to affect any clients favorably or unfavorably. Associated Persons may also open brokerage accounts for use by Covestor as test accounts. Again, trades in these accounts will be executed alongside all other Covestor clients. Covestor may also enter into an agreement with the owners of these test accounts to provide the investment funds in these accounts.

Covestor has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("*Code of Ethics*"). In accordance with Section 204A of the Advisers Act, its *Code of Ethics* contains written policies reasonably designed to prevent the unlawful use of material non-public information by Covestor or any of its associated persons. The *Code of Ethics* also requires that certain of Covestor's personnel (called "*Access Persons*") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

Clients may contact Covestor to request a copy of its *Code of Ethics*.

Unless specifically permitted in Covestor's Code of Ethics, none of Covestor's Access Persons may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the *Access Person*) any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of Covestor's Clients. As mentioned above, Covestor's Access Persons are permitted to become clients of Covestor and their accounts and trade activity are managed alongside & consistent with Covestor's other clients. When Covestor is purchasing or considering for purchase any security on behalf of a Client, no Access Person may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when Covestor is selling or considering the sale of any security on behalf of a Client, no Access Person may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. These requirements are not

applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds; and (v) accounts under the control of Covestor (i.e. those of Access Persons who are clients or maintain accounts for use as Covestor Test Accounts).

Brokerage Practices

Covestor establishes relationships with selected brokers to provide brokerage services to Covestor clients. All brokerage commissions and/or transactions fees charged by these selected brokers are exclusive and in addition to Covestor fees. Factors which Covestor considered in its selection of selected brokers and will consider in recommending any other broker-dealer include financial strength, reputation, execution, pricing, research, and services. The commissions and/or transaction fees charged by these selected brokers may be higher or lower than those charged by other broker-dealers. The commissions paid by Covestor's clients shall comply with Covestor's duty to obtain "best execution." In seeking best execution, Covestor may not only consider cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Therefore, while Covestor will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions. Covestor shall periodically and systematically review its policies and procedures regarding recommending broker-dealers to its Clients in light of its duty to obtain best execution.

Currently, due to technical and best execution considerations, Covestor is only utilizing the brokerage services of Interactive Brokers.

Covestor does not currently utilize trade aggregation on behalf of its clients. Covestor's trade replication process generates individual market orders for clients. As a result, execution prices may vary across clients.

Soft Dollar Arrangements

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist Covestor in its investment decision making process. Such research generally will be used to service all of Covestor's Clients, but brokerage commissions paid by one Client may be used to pay for research that is not used in managing that Client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest. We currently have no arrangements to receive investment research products and/or services.

Covestor may receive from its selected brokers, without cost to Covestor, computer software and related systems support, which allow Covestor to better monitor Client accounts maintained at these selected brokers. Covestor may receive the software and related support without cost because Covestor renders investment management services to Clients that maintain assets at these selected brokers. The software and related systems support may benefit Covestor, but not its Clients directly. In fulfilling its duties to its Clients, Covestor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that Covestor's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence Covestor's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services. Additionally, Covestor may receive the following benefits from its selected brokers: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services registered investment adviser participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Review of Accounts

Covestor implements these services for their advisory Clients by providing:

1. Collaboration with each Client on the appropriate investment strategy for their investment objectives. This investment strategy includes overall objectives, Manager Content preferences, risk tolerance, and other guidelines and restrictions specified by the Client. Covestor utilizes aspects of the Clients investment strategy to calculate a Client's Risk Score, which Covestor uses during the subscription and trade replication processes.
2. Access to Manager Content and evaluation of appropriateness of Manager Models, including:
 - a. Asset allocation;
 - b. Asset selection; and
 - c. Trade activity implied by selected Models, trade type, and projected costs.
3. Implementation of investment strategy on behalf of Client:
 - a. Portfolio Management & Accounting;
 - b. Subscription to selected Models, provided the Client's Risk Score is greater than or equal to the Model's Risk Score; and
 - c. Trade Execution, in order to best replicate the selected Model's Trade Data in the brokerage account of the Client.
4. Investment activity in all Client accounts is monitored ~~periodically~~regularly (at least quarterly) by the Chief Investment Officer for potential conflicts with the Client's stated investment objectives

and risk tolerances, namely in the areas of liquidity, risk exposure, and investment strategy and trade activity associated with model subscriptions.

5. Clients are contacted ~~periodically~~regularly regarding their accounts by Client Services staff. In addition, Covestor provides additional reporting to its clients through its website: www.covestor.com. Clients have direct access to their secure, private account detail pages, where they can revise their investment objectives; view their account holdings, daily account activity and performance, plus access their monthly portfolio reports detailing performance and risk exposure.
6. Clients are advised to promptly notify Covestor if they wish to impose any reasonable restrictions upon Covestor's management services or make any other changes to the management of their assets.

Client Referrals and Other Compensation

Solicitations and Referrals

If a Client is introduced to Covestor by either an unaffiliated or an affiliated solicitor, Covestor may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Covestor's investment management fee, and shall not result in any additional charge to the Client. If the Client is introduced to Covestor by an unaffiliated solicitor, the solicitor shall provide the Client with a copy of Covestor's written disclosure statement that meets the requirements of Rule 204-3 of the Advisers Act, and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement, including compensation. Any affiliated solicitor of Covestor shall disclose the nature of his/her relationship to prospective Clients at the time of the solicitation and will provide all prospective Clients with a copy of Covestor's written disclosure statement at the time of the solicitation.

Model Manager Compensation

Covestor compensates Managers a portion of either the Subscription Fee or Wealth Account Fee for every subscription to the Manager's Models.

Custody

Recommended Custodian & Clearing Services

As per section 12B (below), Covestor shall generally recommend that Clients utilize the brokerage and clearing services of selected financial institutions. Covestor may only implement its investment management services after the member has arranged for and furnished Covestor with all information

and authorization regarding accounts with appropriate financial institutions. Financial institutions shall include, but are not limited to, broker-dealers recommended by Covestor, broker-dealers directed by the Client, trust companies, banks and other appropriate institutions (collectively referred to herein as "Financial Institutions").

Clients are advised as follows:

1. Clients may incur certain charges imposed by the Financial Institutions and other third parties:
 - a. Such charges include; custodial fees, charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.
 - b. For assets outside of any wrap fee programs, Clients may incur brokerage commissions and transaction fees.
 - c. All such charges, fees and commissions are exclusive of and in addition to Covestor's fee.
2. Covestor's Client Agreement and/or the separate agreement with the Financial Institutions may authorize Covestor through the Financial Institutions to debit the Client's account for the amount of Covestor's fees and to directly remit those fees to Covestor in accordance with applicable custody rules.
3. The Financial Institutions recommended by Covestor have agreed to send a statement to the Client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to Covestor.

Investment Discretion

As authorized in the Covestor Client Agreement, Covestor assumes some discretionary authority over the client's assets placed with Covestor for management. This is done via a limited power of attorney granting Covestor the ability to initiate financial transactions and trades on behalf of its clients in order to replicate trades executed in models clients are subscribed to. Clients maintain authority to change their subscription status.

Voting Client Securities

Covestor does not vote proxies on behalf of its Clients.

Financial Information

Covestor does not require prepayment of its advisory fees and, therefore, is not required to provide our most recent fiscal year financial statements.

Covestor relies upon venture capital funding from a small number of investors and is not self-sustaining through its advisory fee revenue alone. Periodic capital raising activities are conducted by the Chief Executive Officer in order to ensure adequate funding for the Firm. The company's investors presently include Union Square Ventures, Spark Capital and Amadeus Capital Partners. Members of these funding organizations also serve on Covestor's board of directors.

Requirements for State-Registered Advisers

Because our principal place of business exists outside the U.S. in the United Kingdom, Covestor is not required to register with individual states. We qualify to register directly with the U.S. Securities and Exchange Commission.

Appendix 1 – Wrap Brochure (Covestor Wealth Account)

Covestor's advisory service, referred to as a "Wealth Account," includes a component of its advisory fee structure whereby costs of trade executions may be refunded to clients. This type of fee schedule may be considered an all-inclusive wrap fee. As a result, Covestor is including this appendix in its Informational Brochure.

Services, Fees and Compensation

All Services, Fees and Compensation remain the same as previously specified in this Informational Brochure.

Account Requirements and Types of Clients

All Account Requirement and Client Types remain the same as previously specified in this Informational Brochure.

Portfolio Manager Selection and Evaluation

All Covestor Wealth Accounts are managed under the direction of Covestor's Chief Investment Officer. Currently, the Chief Investment Manager is the only portfolio manager for Wealth accounts. No Managers have access to client accounts or client assets.

Client Information provided to Portfolio Managers

Client information and discretionary control over Client assets has been authorized for Covestor management and staff through the Client Investment Agreement.

Client Contact with Portfolio Managers

Covestor's Chief Investment Officer maintains direct contact with all Wealth clients, along with Covestor's Client Services staff.

Additional Information

All sections of the Informational Brochure remain applicable to Wealth clients.

Part 2B: Brochure Supplement

Supervised Persons

Education and Business Standards

All individuals that render investment advisory services on behalf of Covestor must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.

Supervised Persons

Bhargav Shrivarthy, Director Client Relations

Born 1982

Educational Background:

New York University, 08/2001 to 08/2005, BA - Economics

Center For Learning (India), 05/1999 to 05/2001, A-Levels

Business Experience:

Covestor, Director Client Services, 06/2009 – present

Anantha Energy Pvt., Ltd., Analyst, 05/2008 – 05/2009

Oppenheimer & Co, Inc., Intern/Trainee, 05/2005 – 05/2008

Disciplinary Information:

None

Other Business Activities:

None

Additional Compensation:

None

Supervision:

Bhargav is supervised by Thomas H. Dorsky, Chief Operations Officer and Raphael Mennicken, Chief Investment Officer. They review Bhargav's work on an ongoing basis along with Bhargav's activities through our client management systems. All inquiries should be directed to Thomas H. Dorsky at (866) 825-3005.

Key Personnel

The following individuals currently hold key management responsibility within Covestor.

Thomas H. Dorsky

Born 1971

Educational Background:

Bentley University – 1993, BS, Finance

Professional Certifications:

Chartered Financial Analyst(CFA)

Recent Business Background:

Covestor, Ltd., Chief Operations Officer, 3/2012 – Present

Thomson Reuters Company, Global Head of Content Operations & Platform, 12/2009 – 3/2-2012

Thomson Reuters Company, Head of Holdings & Securities, 10/2005 – 12/2009

Wellington Management Company, LLP, Vice President, Investment Administration, 11/2002 – 10/2005

Brown Brothers Harriman, Vice President, Investor Services, 1/1994 – 11/2002

Disciplinary Information:

None

Other Business Activities:

None

Additional Compensation:

None

~~Raphael Mennicken CFA, Chief Investment Officer~~

~~Born 1971~~

~~Educational Background:~~

~~Solvay Brussels School of Economics and Management, 1996, MA in Business~~

~~Engineering, Major in Finance~~

~~CFA Institute, 2004, Chartered Financial Analyst~~

~~Recent Business Background:~~

~~Covestor Ltd., Chief Investment Officer, 07/2010 – Present~~

~~Keystone White, Investment Analyst, 01/2008 – 02/2009~~

~~Poolim Asset Management, Head of Investment Analysis, 10/2003 – 05/2007~~

~~Disciplinary Information:~~

~~None~~

~~Other Business Activities:~~

~~None~~

~~Additional Compensation:~~

~~None~~

Asheesh Advani, Chief Executive Officer

Born 1971

Educational Background:

University of Pennsylvania, Wharton School – 1994, BSc. Economics (Finance)

Oxford University, St. Anthony's College – 1995, MSc. Economics for Development

Oxford University, St. Anthony's College – 1998, DPhil., Management

Business Experience:

Covestor₂ Ltd., Chief Executive Officer, 7/2011 – present

Thomson Reuters, Global Head of Financial Advisor Products (Lipper and Digital Ventures division), 11/2010 - 5/31/2011

Thomson Reuters, VP/GM, New Media Markets (Content, Technology, Operations – ClearForest division), 1/2010 - 11/2010

Virgin Money USA, Chief Executive Officer, 5/2007 - 5/2009

CircleLending, Founder & Chief Executive Officer, 11/2000 - 05/2007

Disciplinary Information:

None

Other Business Activities:

None

Additional Compensation:

None

Richard K. Tahta, Chairman & Chief Financial Officer

Born 1963

Educational Background:

Oxford University - 1984, BA, History

Columbia University, Graduate School of Business -1987, MBA, Finance

Business Experience:

Covestor₂ Ltd., Chairman, 6/2006 – present

Covestor₂ Ltd., Chief Financial Officer, 6/2006 – 9/2011

Covestor₂ Ltd., CEO/Chief Investment Officer, 6/2006 - 1/2010

Steelhead Systems, Founder, 1/2003 - 9/2005

Disciplinary Information:

None

Other Business Activities:

None

Additional Compensation:

None

Antoine M. Devine, General Counsel & Chief Compliance Officer

Born 1957

Educational Background:

University of Texas School of Law – 1991, JD

Jackson State University Business Experience:

Covestor₂ Ltd., General Counsel & Chief Compliance Officer, 9/2011 - Present

Securities Compliance Services, President, 01/2008 – 09/2011

Unemployed, 09/2007 – 12/2007

Schott Capital Management, Compliance Analyst, 03/2007 – 08/2007

Unemployed, 03/2006 – 02/2007

Kelmoore Investment Company, General Counsel & Chief Compliance Officer, 12/2003 – 02/2006

Disciplinary Information:

None

Other Business Activities:

None

Additional Compensation:

None