

ITEM 1: COVER PAGE

Jubeo, Inc.

921 SW 6th Avenue, Suite 3040
Portland, OR 97204
www.jubeo.com

FORM ADV PART 2A FIRM BROCHURE
May 15, 2015

This brochure provides information about the qualifications and business practices of Jubeo, Inc. If you have any questions about the contents of this brochure, please contact Jubeo at 888-800-0804 or by email at compliance@jubeo.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.

Additional information about Jubeo, Inc. is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2: MATERIAL CHANGES

None

ITEM 3: TABLE OF CONTENTS

Contents

ITEM 1: COVER PAGE	1
ITEM 2: MATERIAL CHANGES	2
ITEM 3: TABLE OF CONTENTS	2
ITEM 4: ADVISORY BUSINESS	4
Introduction	4
Basic Service	4
Expert Service.....	5
Premium Service.....	5
Accurate Client Information.....	6
ITEM 5: FEES AND COMPENSATION	6
Basic Service	6
Expert Service.....	6
Premium Service.....	6
General	7
Negotiability of Fees	7
Account Termination	7
ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT	8
ITEM 7: TYPES OF CLIENTS	8
ITEM 8: METHOD OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS	8
Types of Investments	8
Strategy.....	8
Method of Analysis.....	9
Sources of Information	9
Risks Disclosures.....	9
ITEM 9: DISCIPLINARY INFORMATION	10

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS	11
ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING	11
Code of Ethics	11
Participation or Interest in Client Transactions and Personal Trading	12
ITEM 12: BROKERAGE PRACTICES	12
Soft Dollars	13
Brokerage for Client Referrals	13
ITEM 13: REVIEW OF ACCOUNTS	13
ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION	14
ITEM 15: CUSTODY	14
ITEM 16: INVESTMENT DISCRETION	15
ITEM 17: VOTING CLIENT SECURITIES	15
ITEM 18: FINANCIAL INFORMATION	15
ITEM 1: COVER PAGE	16

ITEM 4: ADVISORY BUSINESS

Introduction

Jubeo, Inc. is an Investment Advisor registered with U.S. Securities and Exchange Commission, which operates an Internet-based investment advisory business under the name Jubeo. Jubeo, Inc. has been in business since 2014. Its principal owner is David Nute.

Jubeo offers investment advice, provides portfolio optimization services, and offers idea sharing ability to individuals and other entities through a secured Web site: www.jubeo.com. Jubeo's goal is to provide users with an Internet-based investment management service where they can receive investment advice for all portfolio holdings in one user-friendly Web site.

Jubeo offers portfolio analysis tools to investors and screens investment options to help investors meet their overall investment goals. Neither Jubeo nor anyone else can predict or assure a specific level of return on your investments, as investing in the markets always involves a risk of loss, particularly in volatile market conditions.

Jubeo is a non-discretionary investment advisor, meaning that all directives for portfolio trades or portfolio rebalancing must be authorized by the investor (or "Client") before instructions are transmitted to the Client's Approved Broker (as defined in Item 12 below) on behalf of the Client. All Client directives are issued through our Internet-based investment management service and web site. Each Client directive references a power of attorney that is signed by the Client at when registering for Jubeo. This agreement gives Jubeo the authority to transmit trading instructions to the Client's Approved Broker on behalf of the Client.

Jubeo offers three levels of service:

- 1.) All users can create "do it yourself" portfolios from Jubeo's menu of pre-screened investment options. All portfolios are scored against the Client's stated investments goals, objectives, and risk tolerance ("Investor Profile") and scored for suitability (our Basic Service).
- 2.) Qualified Expert user get all Basic Service features, and in addition they can share portfolio ideas with other users and nominate additions to Jubeo's investment menu (our Expert Service).
- 3.) Clients wishing additional help with Portfolio selection can subscribe to a Jubeo portfolio, recommended based on the Client's Investor Profile (our Premium Service). All Clients, including Premium Service Clients are responsible for authorizing directives before trading instructions are transmitted to a Client's Approved Broker.

Basic Service

For Clients using the Basic Service, Jubeo provides all analysis services through proprietary, automated computer algorithms on our web site for a fee. This automated service provides analyses and recommendations based on the Client's Investor Profile and other information provided by the Client. Basic Service Clients do not receive ongoing supervisory services for their accounts, however, all investment decisions made by the Client are reviewed and scored by our website. Based on this scoring, recommendations are provided when a Client's choices

do not match their Investor Profile. The Basic Service is offered on a non-discretionary basis only.

Basic Service investment recommendations may include, but are not be limited to, recommendations to buy, sell, hold or otherwise gain exposure to equity securities that are exchange traded or that are offered by foreign issuers, commercial paper, mutual fund shares, ETFs, and U.S. Government securities, to move assets from one account to another, and related advisory information. Also as part of the Basic Service, Jubeo will make ongoing portfolio rebalancing recommendations based on material changes to our proprietary algorithms and/ or material changes to the Client's Investor Profile, insofar as Clients affirmatively communicate these changes to us.

Expert Service

Clients who qualify may also choose to use Jubeo's Expert Service which provides enhanced Basic Services for a fee. In addition to all Basic Service features, Expert Service users can nominate securities to be added to Jubeo's menu of investment options, and can also create information sharing groups through our website to share portfolio ideas with other users who are members of the group. All group members must affirmatively agree to join the group and can deactivate their participation at any time.

The Expert Service is offered on a non-discretionary basis only. Like the Basic Service, the Expert Service provides analysis services through our proprietary, automated computer algorithms on our Web site. This automated service provides analyses and recommendations based on the Client's Investor Profile and other information provided by the Client. Also as part of the Expert Service, Jubeo will make ongoing portfolio rebalancing recommendations based on material changes to our proprietary algorithms and/ or material changes to the Client's investor profile, insofar as our Clients affirmatively communicate these changes to us.

Premium Service

Clients may also choose to use Jubeo's Premium Service which provides a Jubeo recommended portfolio for the Client's use, along with updates to the portfolio over time.

The Premium Service is offered on a non-discretionary basis only. All Clients, including Premium Service Clients, must authorize all trading directives before they are transmitted by Jubeo to the full-service Approved Broker for processing. Like the Basic and Expert Services, the Premium Service provides analysis services through our proprietary, automated computer algorithms on our Web site. This automated service provides analyses and recommendations based on the Client's Investor Profile and other information provided by the Client. Also as part of the Premium Service, Jubeo will make ongoing portfolio rebalancing recommendations based on material changes to our proprietary algorithms and/ or material changes to the Client's Investor Profile, insofar as our Clients affirmatively communicate these changes to us.

All Client accounts must be held at an approved full-service Approved Broker that allows Jubeo to transmit trading instructions from our Clients. For Premium Service Clients whose accounts are not currently held at an Approved Broker, Jubeo will assist Clients in transferring assets into new accounts with an Approved Broker.

When determining which full-service broker-dealers that Jubeo will seek to engage as an

Approved Broker, we will consider only those full-service broker-dealers that are “qualified custodians” as defined by the SEC. Please see Item 12 for a further discussion of Jubeo’s brokerage practices.

As of close of U.S. markets on May 14, 2015, Jubeo manages approximately \$0 on a discretionary basis and \$1,000,000 on a non-discretionary basis.

Accurate Client Information

Please Note: Each of the services provided by Jubeo requires Clients to provide accurate and complete information in the Investor Profile for us to generate recommendations geared toward each Client’s personal circumstances. If a Client were to provide us with inaccurate or incomplete information, the quality of our recommendations may materially impacted.

ITEM 5: FEES AND COMPENSATION

Basic Service

At present, Jubeo’s Basic Service is provided at a nominal charge. Details about the features of the Basic Service can be found at: www.jubeo.com/pages/membership.html.

The base fee for Basic Service is 5 basis points (i.e., 0.05% annualized) of assets under advisement for assets held in Equities, Cash and ETFs, and is 15 basis points (i.e., 0.15%) of assets under advisement held in mutual funds and other holdings. Base fees are billed monthly based on the average assets under advisement over the prior month multiplied by 1/12 of the annualized fee rate for each assets class. The monthly minimum base fee for all active accounts is \$19.95, regardless of assets under advisement. Clients may be subject to additional trading fees by the Approved Broker. To the extent that Jubeo is aware of these fees, it will make this information available to Client’s though its proprietary, automated computer Web site. Clients may also log onto their Approved Broker account and view transaction and fee information independently.

Expert Service

At present, Jubeo’s Expert Service is provided at a nominal charge. Details about the features of the Expert Service can be found at: www.jubeo.com/pages/membership.html.

The base fee for Expert Service is free (i.e., 0.0% annually) for assets under advisement held in Equities, Cash and ETFs, and 5 basis points (i.e., 0.05%) for assets under advisement held in mutual funds and other holdings. Base fees are billed monthly based on the average assets under advisement over the prior month multiplied by 1/12 of the annualized fee rate for each assets class. The monthly minimum fee for all active accounts is \$9.95, regardless of assets under advisement. Clients may be subject to additional trading fees by the Approved Broker. To the extent that Jubeo is aware of these fees, it will make this information available to Client’s though its proprietary, automated computer Web site. Clients may also log onto their Approved Broker account and view transaction and fee information independently.

Premium Service

The advisory fee for Premium Service is 25 basis points (i.e., 0.25% annually) for all assets

under advisement. Advisory fees are billed monthly based on the average assets under advisement over the prior month multiplied by 1/12 of the annualized fee rate. Premium Service Clients pay the advisory fee in addition to any base fees paid for Basic Service or Expert Service.

General

Jubeo may charge fees that differ from those on its standard fee schedule at its sole discretion. From time to time, Jubeo will run promotions where new or existing Clients can receive some compensation or reduced fees for a period of time. Such promotions may run indefinitely or for a limited period of time.

Subject to the limitations on traditional investment advisory Clients under the SEC's *Final Rule: Exemption for Certain Investment Advisers Operating Through the Internet for Internet Advisors*, Jubeo may contract with a limited number of Clients for paid project assignments or ongoing custom advisory services. These agreements for traditional advisory services will be priced individually in a customized proposal to the Client based on the specific scope of work requested by the Client.

The amount of assets under advisement in each of our Client accounts is calculated based on the aggregate the value of the accounts over which such Clients have granted us a limited power of attorney, as further described in this Brochure.

The fees are payable in arrears and are deducted, upon each Client's written instruction (at registration) from his or her Approved Broker accounts. We may, in our sole discretion, revise the frequency of the payment intervals that apply at the time a Client subscribes.

Each Client will incur brokerage costs and may incur other costs pursuant to the terms of their relationship with the Approved Broker that custodies the Client's accounts. In addition, Clients may incur "transfer out" fees charged by other brokers when these Clients transfer their accounts to an Approved Broker. Jubeo is not involved in any way with the establishment of an Approved Broker's fee structures and receives no remuneration from any Approved Broker or from brokers who may charge our Clients exit fees. Please see Item 12 for a further discussion of Jubeo's brokerage practices.

Negotiability of Fees

Except as otherwise noted below, base fees and advisory fees are generally not negotiable. In the event of a change to Jubeo's pricing model, Jubeo may, in its sole discretion, offer existing Clients the opportunity to retain the pricing rates that apply to such Clients at the time of the change rather than migrate to new pricing rates. In addition, as described in Item 14, a part of Jubeo's business model is to engage third-party solicitors, such as broker-dealers and/or credit unions. With respect to large or otherwise strategic third-party solicitors, Jubeo and such third-party solicitors may agree on a modified and perhaps more favorable fee structure for individuals referred to Jubeo by such third-party solicitors.

Account Termination

If a Client wishes to terminate an existing relationship with Jubeo, he or she can do so at any time by emailing memberservices@jubeo.com. The termination will take effect promptly upon our receipt of the e-mail from the Client.

Jubeo may terminate a Client's access to the Basic Service, Expert Service or the Premium Service if we believe a Client is in breach of the Jubeo Terms of Use and/or the Jubeo Advisory Agreement. We may also terminate a Client's access to the Basic Service, Expert Service, or the Premium Service in our sole discretion for no reason at all upon five days' advance notice to the Client whose access is being terminated.

All Jubeo fees are billed in arrears and are considered to be earned when billed, if we or a Client terminates access to any service, Jubeo will remit a pro-rated refund for the unused portion of any fees that were paid in advance when the service was terminated. For those terminations that occur intra-month, any accrued and unpaid fee will be pro-rated for the month and will be processed for payment with the Client's Approved Broker before the account is terminated.

ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Jubeo does not charge performance-based advisory fees. In addition, Jubeo has no arrangements by which separate types of accounts are managed on a side-by-side management basis.

ITEM 7: TYPES OF CLIENTS

Jubeo offers its advisory services to individuals, foundations, endowments and corporate treasury Clients.

ITEM 8: METHOD OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Types of Investments

Jubeo offers investment advice on the following types of investments: equity securities that are exchanged traded or that are offered by foreign issuers; commercial paper; mutual fund shares; ETFs; and U.S. government securities.

Strategy

The investment strategy for all Clients is to help maximize their returns through investment recommendations from a limited menu or investment options selected for their investment performance relative to peers and efficient fees. Recommendations are also based on the length of each Client's long-term investment horizon and Investor Profile. The investment strategy involves using long term purchases (that is, securities held for at least one year).

At present, the Basic Service, Expert Service and the Premium Service are appropriate only for Clients who have long-term investment horizons, and notice is expected before they plan to access assets that are invested pursuant to our recommendations.

Method of Analysis

When analyzing investments for Client accounts, Jubeo uses a number of sources of information which may include established portfolio theory, charting, fundamental analysis, and technical data.

Sources of Information

Jubeo's main sources of information for Client account recommendations and transactions include fundamental data about mutual funds and ETFs provided by Morningstar, Inc. Jubeo pays a subscription cost for these data services.

Risks Disclosures

Investing in any type of securities involves a risk of loss and is appropriate for those who are able to bear the economic risk of loss. Prices of securities can be volatile and a variety of factors can adversely affect the value of and return on any investments. The recommendations provided by Jubeo are not intended to comprise any Client's complete investment program. Jubeo does not make any assurance that our recommendations can result in profitable investing or avoidance of loss.

Our recommendations are highly reliant on the accuracy of the information provided to us by our Clients. If a Client were to provide us with inaccurate or incomplete information, this could materially impact the quality and applicability of our recommendations.

Our recommendations are highly reliant on the accurate performance of our algorithms and the technology that generates these algorithms. A malfunction or failure in either could cause you to experience losses, some or all of which could be significant.

The recommendations we provide and other information that appears on our website may be time sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our recommendations and other information on our website may be subject to different interpretations as market conditions and other factors change.

We rely on third parties – often to a material extent – for the provision of market statistics, certain Client information, fund details, performance and related information, and trade execution capabilities. Although we believe these third party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide and such errors could compromise the quality of our recommendations and otherwise compromise our ability to perform under the Advisory Agreement. Further, some or all of our service provider agreements may allow the third party service provider to terminate the agreement for any reason or no reason at all with no advance notice to Jubeo. In such instances, our ability to perform under the Advisory Agreement could be materially compromised.

While our recommendations include a component that seeks to achieve tax efficient asset placement, this component is only one of many that comprise an individual's comprehensive tax management plan and supplementary tax advice that is outside the scope of the services we provide may be necessary to minimize the impact of tax liabilities you could incur.

Our recommendations do not provide for a cash component in excess of a small reserve for either a.)fees, and/or b.)pricing changes in the time interval between issuing a trade order and execution- typically 2% or less of assets under management. Rather, our recommendations would result in our Clients' assets being fully invested in securities during a long-term investment horizon. If a Client needed to access the assets invested pursuant to our recommendations at any point prior to the end of at least a ten-year investment horizon, the prices at which these assets are liquidated could cause the Client to experience a material loss and will negatively compromise the ability of our recommendations to help meet the Client's long-term investment goals.

Our algorithms employ a number of quantitative models that involve assumptions based upon a limited number of variables that may be extracted from complex financial markets or instruments that they intend to replicate. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in major losses.

Jubeo will transmit trading directives to the Approved Broker on behalf of the Client as soon as reasonably practical after generating each recommendation and gaining Client approval. However, for numerous reasons there could be material delays in the amount of time it takes us to transmit directives, and thus delay execution of transactions by the Approved Broker. Any delays in our transmitting directives could reduce, perhaps materially, any profit earned by such Clients or could cause a material loss.

Jubeo Client directives specify making transactions by placing "market orders". A "market order" is an order to buy or sell an investment immediately at the best available current price. Because market orders are executed immediately (as opposed to an order that specifies a target price at which the security should be bought or sold and remains open for a longer period of time, during which the price of the security may or may not hit the target price) market orders bear inherent risks, particularly in times of high volatility and for investments that are thinly traded. This could result in our Clients paying a higher purchase price or receiving a lower sale price when we transmit market orders on their behalf. It could also result in higher execution fees charged by the Approved Brokers handling these transactions.

Jubeo makes no guarantee or representation that investment recommendations will be successful. Past performance is no guarantee of future results.

ITEM 9: DISCIPLINARY INFORMATION

There are no adverse events affecting Jubeo that would be material to a Client's decision to use Jubeo's investment advisory services.

- A. There have been no criminal or civil actions in a domestic, foreign or military court of competent jurisdiction involving either Jubeo or a management person.
- B. There have been no administrative proceedings before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority involving either Jubeo or a management person

- C. There have been no self-regulatory organization (SRO) proceedings involving either Jubeo or a management person.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

We are obligated to disclose if we, any of our "supervised persons" (meaning our employees and independent contractors), or any of our affiliates are involved in other financial industry activities, such as those of a broker-dealer, pooled investment vehicle, or sponsor of limited partnerships or limited liability companies. We do not have any other financial industry activities or affiliations to report. In fact, we are not affiliated with any other company. However, if there are any aspects of your consulting needs that fall outside of our areas of expertise, we may engage an independent consultant to address those aspects only. We are also obligated to disclose if we receive compensation from other advisers for recommending or selecting those advisers for you. We do not receive any compensation from other advisers.

Specifically:

- A. Neither Jubeo nor its management persons are registered or have pending registrations as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Jubeo nor its management persons are registered or have pending registrations as a futures commission merchant, commodity pool operator, a commodity-trading adviser, or as an associated person of the foregoing list.
- C. Neither Jubeo nor its management persons have relationships with other entities in the financial services industry that materially affect Jubeo's advisory business or its Clients.
- D. Jubeo does not recommend or select other investment advisers.

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

Jubeo has adopted a formal Code of Ethics that is consistent with the requirements of Rule 204A-1 under the Investment Advisers Act of 1940. Jubeo requires its employees to represent that they will comply with the Jubeo's Code of Ethics to help to avoid actual and potential conflicts of interest, or the appearance of conflicts of interest and comply with applicable provisions of laws. A copy of Jubeo's Code of Ethics is available to Clients upon request. Jubeo's employees may invest in the same mutual funds, ETFs, or other securities that Jubeo recommends to our Clients.

We have adopted a code of ethics that applies to all our supervised persons. Each of them must comply with our code of ethics as a condition to working with us. Our Chief Compliance Officer (our "CCO") administers and enforces our code of ethics. Jubeo's code of ethics requires our supervised persons to:

- Comply with applicable federal and state securities laws.
- Conduct themselves with integrity and act ethically in their dealings with the public, Clients and professional associates.

- Fulfill their duty of loyalty by acting solely in our Clients' best interests.
- Strive to provide long-term Client satisfaction.
- Disclose any actual or potential conflict of interest.
- Adhere to our policies limiting the giving or receiving of gifts and business entertainment.
- Adhere to our policies limiting the giving of political contributions.
- Report any violation of our compliance manual to our CCO as soon as possible
- Submit reports of securities beneficially owned by them and their related persons, and
- submit reports of securities transactions by them and their related persons, subject to certain permitted exceptions
- Receive the approval of our CCO before investing in private placements, initial public offerings or securities issued by any of our Clients

Participation or Interest in Client Transactions and Personal Trading

As described in Item 4 above, we do not make recommendations with respect to individual equity or fixed-income securities, but we may recommend that Clients invest assets in specific exchange-traded funds ("ETFs"), limited partnership and limited liability company investment funds, and other investment vehicles.

We and/or our supervised persons may: (a) buy or sell the same securities we recommend for your account; or (b) buy or sell the same securities we recommend for your account and engage in the transaction at the same time. As a result, a conflict of interest may arise between you and us (or one of our supervised persons) if there is limited availability of a certain opportunity. To address that potential conflict, we and our supervised persons may not invest individually in any investment opportunity if doing so would cause the desired investment of any qualified Client to be reduced. We do not recommend securities for your account if we and/or one of our supervised persons have a material financial interest in the issuer or the securities.

ITEM 12: BROKERAGE PRACTICES

Jubeo does not select broker-dealers for its Clients. However, as an Internet Adviser, Jubeo's platform integrates to select custodians/ broker-dealers ("Approved Brokers"). Jubeo seeks to establish custodial and brokerage arrangements with broker-dealers that are "qualified custodians" (as that term is defined by the SEC) to meet the custodial and brokerage needs of our Clients. Currently Jubeo is integrated with a single Approved Broker, and as such Clients need to agree to use this (or any future) Approved Broker when registering for Jubeo's service.

When determining which broker-dealers to choose as Approved Brokers, we first determine which broker-dealers have an investment management platform that allows us to transmit trading directives on behalf of our Clients and then assess such broker-dealers using the following factors:

- Financial strength and reputation of the broker-dealer;
- Whether the broker-dealer has a trading platform that supports the administrative requirements for trading and record keeping;
- The amount of experience the broker-dealer has in handling the transaction, brokerage, custodial and record-keeping needs of an internet based investment adviser;
- Whether the broker-dealer's securities pricing and transaction and custodial costs are

reasonable;

- The level of responsiveness that we believe the broker-dealer will bring to Jubeo's execution needs for its Client accounts;
- The extent to which the broker-dealer has access to securities that Jubeo selects for Client account transactions;
- The broker-dealer's block trading capabilities; and
- The accuracy of trades and trade confirmations and, in the event that errors occur, a rapid and fair error correction process.

Soft Dollars

Currently, Jubeo does not generate "soft dollar" credits through commissions on Client accounts.

Brokerage for Client Referrals

Jubeo does not consider the possibility of receiving Client referrals from any particular broker-dealer when evaluating a broker-dealer to become an Approved Broker.

ITEM 13: REVIEW OF ACCOUNTS

Jubeo continually and automatically reviews the accounts of all Clients whenever changes are made to an investment portfolio. Jubeo Clients are responsible for updating their Investor Profile, which contains detailed questions used to understand investment goals, objectives and risk tolerance. Jubeo is a non-discretionary investment adviser, so while it continually makes recommendations based on market conditions and changes in a Client's Investor Profile (if and when the investor provides an update), it cannot transmit any trading instructions to the Approved Broker without Client approval or instruction.

Jubeo reviews Client accounts by scoring suitability of a Client's selected portfolio choices in relation to the Client's Investor Profile, using automated computer algorithms. Since Jubeo is based upon the principles of algorithmic asset management, the algorithm is the primary continual review process. Each portfolio review results in a score card which is shown to the Client when changes to investment settings are saved.

Jubeo also reviews securities that are nominated for our investment menu with a combination of computer algorithms and automated analyses as well as review by staff professionals. Investment menu options are judged based on performance and cost against relevant comparable securities in the same asset class and style.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

Jubeo may conduct campaigns through advertising networks (such as Google AdWords/AdSense, Microsoft AdCenter) and compensate such advertising networks accordingly.

In addition, at certain times Jubeo may offer referral payments that reward existing Clients or other third party solicitors for referring new Clients to the service. Potential Clients must understand a referral may cause a conflict of interest if an existing Client makes this referral solely because of a referral payment. Any referral fees will be made in compliance with Rule 206(4)-3 of the Investment Advisers Act of 1940.

Any solicitor receiving a referral payment will have previously executed the Jubeo Standard Referral Agreement detailing the arrangement, a copy of which will be retained by Jubeo. Jubeo also will ensure that any referred Client has received a copy of this Jubeo brochure pursuant to Rule 204-3, and a separate, written disclosure document that discloses that the solicitor is being compensated for referring or recommending Jubeo, and the terms of the compensation (including any additional amounts the Client will be charged by Jubeo as a result of the referral arrangement).

Prior to formalizing an investment advisory agreement with a new Client that involves a referral arrangement, Jubeo will have received a signed and dated acknowledgment that the Client has received a copy of this brochure and the solicitor's written disclosure document. Where such referrals result in a new Client for Jubeo, we will compensate the third-party solicitor according to the terms negotiated with such solicitor.

ITEM 15: CUSTODY

Jubeo does not have custody of Client assets. Client assets are held in the name of the Client and are held in the custody of an Approved Broker, which is a qualified custodian as defined by the SEC. As part of the Client enrollment process Clients authorize the Approved Broker with whom they have an account to deduct Jubeo's subscription fee directly from their account(s). Clients will be reminded through account materials that they should review statements from the Approved Broker to make sure that amount of fees deducted are correct based on the Advisory Agreement between Clients and Jubeo.

ITEM 16: INVESTMENT DISCRETION

Jubeo requires a limited power of attorney (or other type of permission required by the Approved Broker) to act as an agent of the Client, transmitting trading directives on a non-discretionary basis for its Clients, instructing the Approved Broker to execute trades on behalf of these Clients. Clients complete the applicable documentation required by the Approved Broker as part of the enrollment process.

As a non-discretionary adviser, Jubeo may only execute trades based on client directives, and does not have independent authority to trade on the Client's behalf.

ITEM 17: VOTING CLIENT SECURITIES

Jubeo does not have the authority to vote client securities for any Clients.

ITEM 18: FINANCIAL INFORMATION

- A. Jubeo does not require or solicit payment of more than \$1,200 in fees per Client, six months or more in advance.
- B. Jubeo has no financial condition that is reasonably likely to impair Jubeo's ability to meet contractual commitments to its Clients.
- C. Jubeo has not been subject to a bankruptcy petition.

ITEM 1: COVER PAGE

Jubeo, Inc.

921 SW 6th Avenue, Suite 3040
Portland, OR 97204
www.jubeo.com

FORM ADV PART 2B
INVESTMENT ADVISOR BROCHURE SUPPLEMENT
May 14, 2015

This brochure supplement provides information about Mr. David Nute and Jubeo's other key professionals and supplements the Jubeo Form ADV Part 2A brochure. You should have received a copy of that brochure.

If you have any questions about the contents of this brochure supplement, please contact Jubeo at 888-800-0804 or by email at compliance@jubeo.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.

Additional information about the individuals named above is available on the SEC's website at www.adviserinfo.sec.gov.

David Nute

Item 2 – Educational Background and Business Experience

Year of Birth: 1969

Educational Background:

- BA – Economics, Bowdoin College (1991)
- MBA- Finance, Northwestern University, Kellogg Graduate School of Business (1999)
- Masters of Industrial Engineering- Operations, Northwestern University, McCormick School of Engineering

Business experience for the past five years:

- Jubeo, Inc. (since 2014)
- R.V. Kuhns & Associates, Inc., Portland, OR (2012-2015)
 - CFO, Director of Operations
- Independent Finance and Operations Consultant (2009-2012)

Item 3 – Disciplinary Information

No legal or disciplinary events to disclose.

Item 4 – Other Business Activities

No other business activities to disclose.

Item 5 – Additional Compensation

No additional compensation to disclose.

Item 6 – Supervision

Mr. Nute serves as the Chief Executive Officer of Jubeo, Inc. and as such is not subject to additional supervision. Dave may be reached by email at compliance@jubeo.com.