

## Item 1: Cover Page

# Beanstox Inc.

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Montreal, Quebec H3A 2R7  
Canada**

[www.Beanstox.com](http://www.Beanstox.com)

Form ADV Part 2A  
Appendix 1  
Brochure

March 22, 2024

This wrap fee program brochure (hereinafter “Brochure”) provides information about the qualifications and business practices of Beanstox Inc. (hereinafter “Beanstox”), a registered investment adviser. Registration does not imply a certain level of skill or training but only indicates that Beanstox has registered its business with state and federal regulatory authorities, including the United States Securities and Exchange Commission. If you have any questions about the contents of this Brochure, please contact us at [support@Beanstox.com](mailto:support@Beanstox.com) or at (617) 878-2102. 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 Beanstox is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2: Summary of Material Changes

This is an amendment to the most recent version of our Brochure dated October 11, 2023.

Since our last update on October 11, 2023, no material changes have been made to our Brochure.

### Item 3: Table of Contents

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## Item 4: Services, Fees and Compensation

### General Information

Beanstox Inc. (“Beanstox”), a corporation organized in 2018 under the laws of Delaware, is a provider of automated internet-based investment advisory services. Beanstox is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser and maintains its principal office at 1010 Sherbrooke Street West, Suite 2105, Montreal, Quebec H3A 2R7 Canada.

### Program Description

Beanstox provides automated internet-based investment advisory services (the “**Program**”) available online through mobile applications (the “**App**”). Additional information regarding the Program is also available via the Beanstox website (the “**Website**” and, collectively with the App, the “**Platform**”). The Program provides individual investors with simple and cost-effective ways to invest in United States (the “U.S.”) and international equity and bond markets through Exchange Traded Funds (an “**ETF**” or “**ETFs**”). **Beanstox does not provide overall financial or tax planning.**

The information that Beanstox provides in the App and on the Website regarding investing, personal finance and other topics of general interest is designed to be educational and is **not personalized advice**.

In order to provide the Program to Clients, Beanstox collects information from each Client, including specific information about each Client’s financial profile and investment goals and risk tolerance (the “**Client Information**”). **In providing the Program, Beanstox relies on the accuracy of the Client Information received from Clients.**

As part of the Program, Beanstox currently offers two investment plans (each a “**Plan**”), Beanstox Simple and Beanstox Plus, and three different investment accounts (each an “**Account**”) and two subscriptions levels:

| Plan            | Accounts   | Fees      |
|-----------------|--|-----------|
| Beanstox Simple | <ul style="list-style-type: none"><li>• <b>Stocks 500</b> (non-discretionary Account/self directed)</li><li>• <b>Power Savings</b> (non-discretionary Account/self directed)</li></ul>   | No Fee    |
| Beanstox Plus   | <ul style="list-style-type: none"><li>• <b>Wealth Builder</b> (discretionary Account)</li><li>• <b>Stocks 500</b> (non-discretionary Account/self directed)</li><li>• <b>Power Savings</b> (non-discretionary Account/self directed)</li></ul> | \$5/month |

### Beanstox Wealth Builder

Wealth Builder is available to Clients for a \$5 monthly Subscription Fee (defined below) and includes the Stocks 500 and Power Savings Accounts. Please refer to the *Fees* section below for additional information regarding the applicable Subscription Fee. For Wealth Builder Clients, Beanstox provides investment advice via the Program (the “**Advice**”) specifically based on a Client’s investment goals and risk tolerance levels (the “**Client Profile**”). The Advice derived from the Client Profile is based on Beanstox’s investment methodology and asset allocation strategies. More information about Beanstox’s Advice and methodologies is available on the Platform.

### **Wealth Builder Investment Strategy and Portfolios**

Beanstox develops model portfolios (the “**Model Portfolios**”) which are designed to address the investment goals and risk tolerance levels set out in the Client Information. In developing and updating the Model Portfolios, Beanstox identifies what it believes to be appropriate (i) asset classes, (ii) securities to represent these asset classes, and (iii) allocations within each asset class for each identified risk level to provide Clients with access to a Client targeted simple and cost-effective Model Portfolio. Beanstox selects ETFs for each asset class comprising the Model Portfolios, using selection criteria for each Model Portfolio, including the ETF portfolio definition, diversification, trading liquidity, and cost. The asset classes considered for a Model Portfolio include U.S. equities (e.g. large cap, technology, value and growth), international equities, emerging markets equities and fixed income (e.g. treasury and municipal bonds and corporate bonds).

Based on the Client Information, using its proprietary method, Beanstox will propose to a Wealth Builder Client for review and approval a proposed portfolio (the “**Proposed Portfolio**”) derived from the various Model Portfolios. Generally, Clients with a lower risk tolerance will be offered a Proposed Portfolio from the various Model Portfolios with lower risk profiles and lower expected returns and lower expected volatility. Clients with a higher risk tolerance will be offered a Proposed Portfolio from the various Model Portfolios with higher risk profiles and higher potential returns and higher expected volatility. Beanstox recommendations for a Proposed Portfolio will not be based on any assets or liabilities outside the Portfolios (defined below). Beanstox does not take a Client’s other assets, including assets a Client may invest in Stocks 500 or Power Savings, into consideration for its assessment of diversification of a Client’s assets. Client should be aware and also acknowledges that a self-directed investment in Stocks 500, as an addition to a Client’s Proposed Portfolio, would likely result in an allocation to large cap equity securities. To the extent that a Client’s Portfolio is less diversified because of an overallocation to large cap equity securities, a Client may experience more market volatility in the Portfolio than in a portfolio that is more diversified among different asset classes.

Clients can also decline the Proposed Portfolio and select another portfolio offered by Beanstox (a “**Selected Portfolio**”) within the Wealth Builder Product. By declining the Proposed Portfolio, (i) Clients have determined that the Selected Portfolio is appropriate for their investment goals, risk tolerance and other personal conditions, and (ii) they assume the risk that the Selected Portfolio may perform worse than the Proposed Portfolio and are responsible for such outcome.

In order to begin the investment process, Client must approve the Proposed Portfolio or the Selected Portfolio (the “**Approved Portfolio**” and, collectively with the Model Portfolios, the Proposed Portfolios, and the Selected Portfolio, the “**Portfolios**”). The Approved Portfolio establishes the target investment allocations.

Beanstox will not accept Client’s legacy investments from another investment account.

Clients are not obligated to approve the Approved Portfolio in its entirety to be the Approved Portfolio. However, except as noted below, Client can approve or refuse a Proposed Portfolio or chose a Selected Portfolio and can only make one modification to an Approved Portfolio. To make other adjustments to a Proposed Portfolio, using the App, Client can revise the Client Information, including responses regarding financial profile and investment goals and risk tolerance. Beanstox shall not have authority or discretion to approve any Approved Portfolio for Clients. It is Clients’ responsibility to review and carefully consider

the information available on the App about an Approved Portfolio, and the constituent ETFs, before approving an Approved Portfolio.

Notwithstanding the foregoing, a Client may exclude from an Approved Portfolio any one of the ETFs that otherwise comprise an Approved Portfolio if, after carefully reviewing and analyzing all pertinent information available on the App about an Approved Portfolio, the Client concludes that they do not want to own any one of the ETFs in the Approved Portfolio. A Client may request to exclude from an Approved Portfolio an ETF at any time by emailing [support@beanstox.com](mailto:support@beanstox.com). A Client shall have the ability to exclude only one ETF from an Approved Portfolio at any time. If a Client excludes an ETF from an Approved Portfolio, the remaining ETFs in the Approved Portfolio will be allocated relative to each other in the same proportions that they are allocated relative to each other in the Approved Portfolio. A Client may not exclude more than one ETF in an Approved Portfolio. By excluding an ETF, Clients must understand that:

- Clients assume the risk that the resulting Approved Portfolio may perform worse for you over any time period than the original Proposed or Selected Portfolio, or any of the other Model Portfolios on which the original or resulting Proposed or Selected Portfolio is based, or any other investment;
- the resulting Approved Portfolio may not be suitable with respect to Clients' investment goals, risk tolerance, age, financial condition, or other facts or circumstances that apply to Clients;
- Beanstox shall not be liable for any losses or other damages resulting from Clients' exclusion of any ETF from a resulting Approved Portfolio; and
- there is no guarantee, representation, warranty, or covenant that the resulting Approved Portfolio will perform better over any time period than any other Portfolio or any other investment.

The Approved Portfolio will be implemented almost entirely using ETFs. From time to time, some or all of the Wealth Builder Account's portfolio can be in cash under certain circumstances, including when cash distributions or additional deposits are credited to the Wealth Builder Account pending investment, or when a Wealth Builder Account is liquidated and cash is deposited in the Wealth Builder Account. The Approved Portfolio's allocations will be adjusted periodically using cash inflows from dividends and additional Client funding, and may also be adjusted if the Approved Portfolio's underlying asset allocations deviate by more than 20% from target allocations. As a result, Beanstox may sell over concentrated ETFs or buy under concentrated ETFs to bring Approved Portfolios in line with the target allocations. Beanstox does so on a best efforts basis and does not take into account individual tax, market or legal circumstances. Clients must consult with a tax or legal professional for such information. Beanstox utilizes its best efforts to seek to maintain the Client's Approved Portfolio allocations through market fluctuations, withdrawals, deposits, and other events that may cause deviations.

### **Stocks 500**

Stocks 500 is available to Clients at no fee. Please refer to the *Fees* section in this Agreement for additional information relating to Subscription Fees. Stocks 500 is a non-discretionary Product which allows Clients to invest in one or more ETFs available on the App which aim to track the S&P 500 Index's performance. Results may vary due to expenses and other factors. Clients appoint Beanstox to manage their Stocks 500 Account on a non-discretionary basis and may direct Beanstox to place non-discretionary orders (a "**Self-Directed Order**") for the Stocks 500 ETF(s) available on the App with the Carrying Broker (defined below). Beanstox does not act as a broker. Clients grant Beanstox limited discretion, with Beanstox exercising discretion over the specifics of the transaction, including the time, price, number of shares, and units or

dollar amounts in the transaction. Clients retain general investment discretion over other matters, including the ultimate decision to invest in a Stocks 500 ETF. Beanstox reserves the right to decline any requested Self-Directed Order in its sole discretion. Clients are solely responsible for any Self-Directed Orders placed through their Stocks 500 Account, and all Self-Directed Orders submitted by Clients using their Stocks 500 Account are based on their investment decisions. The resulting investment is referred to as an Approved Portfolio. Clients are responsible for the suitability of any investments or investment decisions they make in their Stocks 500 Account, and Beanstox's placement of Self-Directed Orders at Clients' direction does not signify any view or judgment on the part of Beanstox that the investments or investment decisions are suitable for Clients or consistent with how Beanstox manages Beanstox discretionary Accounts. Beanstox will not be liable for any losses or other damages resulting from Clients' choice of investments in their Stocks 500 Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws.

### **Power Savings**

Power Savings is available to Clients at no fee. Please refer to the *Fees* section in this Agreement for additional information relating to Subscription Fees. Power Savings is a non-discretionary Product which allows you to invest in T-Bills through one or more ETFs available on the App which aim to generate a higher return than most traditional savings accounts. There are no assurances that higher returns will be sustainable in the future. Investing in T-Bills ETFs is different from having cash in a traditional bank savings account. There is no FDIC Insurance, no Bank Guarantee, and the investment **may lose value** (please refer to the *Risk Considerations* section). Clients appoint Beanstox to manage their Power Savings Account on a non-discretionary basis and may direct Beanstox to place non-discretionary orders (a "**Self-Directed Order**") for the Power Savings ETF(s) available on the App with the Carrying Broker (defined below). Beanstox does not act as a broker. Clients grant Beanstox limited discretion, with Beanstox exercising discretion over the specifics of the transaction, including the time, price, number of shares, and units or dollar amounts in the transaction. Clients retain general investment discretion over other matters, including the ultimate decision to invest in a Power Savings ETF. Beanstox reserves the right to decline any requested Self-Directed Order in its sole discretion. Clients are solely responsible for any Self-Directed Orders placed through their Power Savings Account, and all Self-Directed Orders submitted by Clients using their Power Savings Account are based on their investment decisions. The resulting investment is referred to as an Approved Portfolio. Clients are responsible for the suitability of any investments or investment decisions they make in their Power Savings Account, and Beanstox's placement of Self-Directed Orders at Clients' direction does not signify any view or judgment on the part of Beanstox that the investments or investment decisions are suitable for Clients or consistent with how Beanstox manages Beanstox discretionary Accounts. Beanstox will not be liable for any losses or other damages resulting from Clients' choice of investments in their Power Savings Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws.

An investment in any financial instrument involves risks. While short-term U.S. Treasury securities such as T-Bills are considered safer than many other financial instruments, Clients could, as with any investment, lose all or part of their investment in their Account. Clients' investments are subject to certain risks, any one or more of which may adversely affect the value of their portfolio, yield, or the total performance of their portfolio. T-Bills may underperform in comparison to the general financial markets, a particular financial market, or other asset classes. The T-Bills ETFs held in Clients' portfolio may be susceptible to an

increased risk of loss, including losses due to adverse events that affect the investments more than the market as a whole, as the investments are not diversified and are concentrated wholly in T-Bills.

## Fees

Beanstox currently offers two investment Plans and charges the following subscription fees (the “Subscription Fee”)

| Plan            | Accounts   | Fees      |
|-----------------|--|-----------|
| Beanstox Simple | <ul style="list-style-type: none"><li>• <b>Stocks 500</b> (non-discretionary Account/self directed)</li><li>• <b>Power Savings</b> (non-discretionary Account/self directed)</li></ul>   | No Fee    |
| Beanstox Plus   | <ul style="list-style-type: none"><li>• <b>Wealth Builder</b> (discretionary Account)</li><li>• <b>Stocks 500</b> (non-discretionary Account/self directed)</li><li>• <b>Power Savings</b> (non-discretionary Account/self directed)</li></ul> | \$5/month |

Included in the Plus Plan monthly Subscription Fee is a \$0.10 fee for Advisory Services (the “**Advisory Fee**”) and \$4.90 for additional educational content and additional non-advisory services provided by Beanstox (“**Beanstox Plus Fee**”). The first monthly Subscription Fee payment covers additional on-boarding expenses incurred by Beanstox for new and current Clients and is not refundable. This is waived for Simple Plan Clients. The Subscription Fees are subject to change upon notice to Clients. **Beanstox may apply reduced Subscription Fees, including in connection with promotional programs, in its sole discretion.** Advisory Fees are not charged for accounts with a \$0.00 balance and the \$0.10 Subscription Fee for Advisory Services will be deemed to be part of the Beanstox Plus Fee.

Subscription Fees may change from time to time and updated information on the Subscription Fee will be available on the Platform. Depending on numerous factors, including the volume and type of trading in a Client’s Account and the aggregate cost of custodial, trade execution, advisory, and other services that are provided to Clients, the Subscription Fee may cost more or less money than if the Client were to purchase such services separately away from Beanstox.

The Subscription Fee will be charged monthly in advance commencing on the date of the related Account opening and thereafter upon each monthly anniversary of the Account opening. Beanstox will arrange for the automatic debit of applicable fees from the Client’s linked bank account for the Subscription Fee.

Clients will not be charged additional fees by Beanstox for costs associated with Advisory Services, including custody, account maintenance and trade execution commissions (except for those fees related to foreign exchange or third-party asset fees). For all Beanstox Plans and Accounts, Clients who request non transactional special or additional services may be charged for such services, including, without limitation, a \$0.25 processing charge when they withdraw funds from their Account, which will be subtracted from the total withdrawal amount. Client may also be charged additional fees for reimbursement of non advisory expenses such as insufficient funds charges.

Although the fees are not negotiable, Beanstox may, at its sole discretion, waive a portion of its fees or offer fees to some Accounts that differ from the standard fee schedules referenced above.

The ETFs in which a Client’s assets are invested charge their own separate management fees and bear other expenses, as described in each ETF’s prospectus. These fees are not part of Beanstox’s wrap fee



program. Beanstox receives no portion of these fees, and these fees are separate from, and in addition to, Beanstox's Subscription Fees.

### Brokerage

If Clients choose to participate in the Program, they will be required to delegate to Beanstox the selection of service providers for brokerage and custody services. Beanstox has entered into an agreement with DriveWealth, LLC (the "**Carrying Broker**") to provide and/or arrange broker-dealer and custodial services for Beanstox Accounts. As part of the account opening process, Clients enter into a separate brokerage agreement with the Carrying Broker (the "**Brokerage Agreement**"). A detailed description of fees of, and services provided and/or arranged by, the Carrying Broker are set out in the Brokerage Agreement. Additionally, the Beanstox Advisory Agreement authorizes and directs Beanstox to place all trades for a Beanstox Account through the Carrying Broker. Beanstox does not receive payment for order flow related to these trade orders. The Carrying Broker is ultimately responsible for trade confirmations and Client statements.

Beanstox will generally aim to initiate all trade orders in a timely manner, however Clients should be aware that at times order execution may be delayed, including due to market conditions or to permit bundling of trades in order to achieve scale and cost efficiencies. Under these instances, Beanstox reserves the right to delay trade executions at its discretion. Trades are usually processed once a day, around 10 am ET. This timing may change from time to time.

## Item 5: Account Requirements and Types of Clients

The Program is only available to individual investors who are 18 years old and older and who are residents of the U.S.

Beanstox sets a minimum account size required to open and maintain a Beanstox account. The minimum account size currently is \$100. Beanstox may modify the minimum account size from time to time, which will be set forth in the App.

Client deposits must remain in a Client's account for a minimum of five (5) days after the funds clear prior to being available for withdrawal.

For added security, Clients will not be able to change their linked bank account within 30 days of linking a bank account. Other restrictions may apply if fraud or other potential anti-money laundering concerns are raised.

## Item 6: Portfolio Manager Selection and Evaluation

Beanstox and individual Clients enter into an investment advisory agreement (the “**Advisory Agreement**”), which becomes effective when Clients electronically agree to the terms of the Advisory Agreement. Beanstox directly manages the Approved Portfolios of each Client pursuant to the terms of such Client’s Advisory Agreement. The Program participates in the wrap fee program described throughout this Brochure. **Beanstox does not offer any advisory services outside of the Program.**

As described in further detail in Item 4, Beanstox provides automated internet-based investment advisory services to individual investors in the U.S. through the App. The Program allows Clients to invest in U.S. and international equity and bond markets through ETFs. For Wealth Builder Accounts, Beanstox develops Model Portfolios, each of which have varying risk tolerance levels and are designed to address specific investment objectives. Using its proprietary algorithm, Beanstox will propose to the Wealth Builder Client a Proposed Portfolio based upon his or her Client Information. If, after reviewing the Proposed Portfolio, the Client either (i) approves it, or (ii) selects a Selected Portfolio (in both cases after having made any permissible changes to a Proposed Portfolio or Selected portfolio or Approved Portfolio’s composition by removing an ETF), Beanstox will begin managing the account on a discretionary basis after the Client funds it.

Beanstox uses a proprietary algorithm to manage Wealth Builder Client Accounts. The algorithm was developed in conjunction with a third-party service provider. The Beanstox algorithm generates Proposed Portfolios based on the Client Information. Selected Portfolios are NOT based on the Client Information. Wealth Builder Client Accounts are invested and rebalanced based on instructions generated by the algorithm. Beanstox utilizes its best efforts to seek to maintain the Client’s Portfolio allocations through market fluctuations, withdrawals, deposits, and other events that may cause deviations.

Generally, Beanstox personnel oversee the algorithm but do not monitor individual Client Accounts. There may be circumstances when certain investment activity and account settings will trigger a limited individual review of certain Client Accounts. While Beanstox periodically reviews the underlying investments included in the Model Portfolios, Stocks 500 and Powers Savings Portfolios, Clients will generally not interact directly with Beanstox’s investment advisory personnel.

Beanstox also offer two additional Products, Power Savings and Stocks 500. Both Products are non-discretionary Products which allow Clients to invest in one or more ETFs available on the App. Clients appoint Beanstox to manage their Power Savings and Stocks 500 Accounts on a non-discretionary basis and may direct Beanstox to place non-discretionary orders (a “**Self-Directed Order**”) for ETFs available on the App with the Carrying Broker. Beanstox does not act as a broker. Clients grant Beanstox limited discretion, with Beanstox exercising discretion over the specifics of the transaction, including the time, price, number of shares, and units or dollar amounts in the transaction.

### Risk Considerations

Clients are strongly encouraged to conduct their own analysis and to consider their own individual circumstances, investment goals, risk tolerance and needs prior to investing in an Account. The fact that a Proposed Portfolio is recommended by Beanstox or a Selected Portfolio is offered by Beanstox within a Wealth Builder Account, or Client selects ETFs for non-discretionary Accounts, cannot be interpreted as a guarantee of future performance. Beanstox cannot assure Clients that they can achieve their investment

goals, their investment strategies will prove successful or that Clients will not lose all or part of their investment.

For Wealth Builder Accounts, the ETFs comprising Model Portfolios may change from time to time due to market conditions and other reasons, in which case Beanstox may divest Clients of some ETFs in a Wealth Builder Approved Portfolio and reinvest using the new ETFs which were selected as replacements. For Power Savings and Stocks 500 Approved Portfolios, Beanstox may replace the ETFs in those Programs with new Power Savings and Stocks 500 ETFs which were selected as replacements. Beanstox Client acknowledges and understands that investing in securities involves risk and there is always a possibility of financial loss that can be caused by various factors, including changes in economic and market conditions. Beanstox does not guarantee that Client will avoid loss in the value of the investments nor guarantee any level of investment income or performance.

Clients must understand that investing in securities, including in the ETFs that comprise Model Portfolios, involves risk and the possibility of financial loss that can be caused by various factors, including changes in economic and market conditions. Changes in economic, market or company-specific conditions can occur rapidly and, therefore, so can financial losses.

There are certain risks associated with using an algorithm to manage Client Accounts. The algorithm might rebalance Client Accounts without regard to market conditions or on a more frequent basis or less frequent basis than a Client might expect. The algorithm may not address prolonged changes in market conditions. Under certain circumstances, Beanstox might override the algorithm, including to halt trading or take other temporary defensive measures in stressed market conditions. Changes to the algorithm may have a material impact on Client Accounts.

### Performance-Based Fees and Side-By-Side Management

Beanstox does not charge performance-based fees.

### Voting Client Securities

Beanstox does not accept authority to vote Client securities. Accordingly, Clients are responsible for voting all proxies relating to the securities in their respective accounts, as applicable. Currently, investors in ETFs cannot vote on the underlying securities that comprise an ETF. Relevant information regarding the proxy voting items themselves is provided by a third-party vendor of the Carrying Broker.

## Item 7: Client Information Provided to Portfolio Managers

Beanstox does not share Client information with third-party portfolio managers. Beanstox manages all Client portfolios directly.

In order to provide the Wealth Builder Program to Clients, Beanstox collects Client Information. **In providing the Wealth Builder Program, Beanstox relies on the accuracy of the Client Information received from Clients.** Although Beanstox may contact Clients periodically to prompt Clients to update the Client Information, Clients must promptly notify Beanstox of any change to the Client Information previously provided by Clients to Beanstox, including information that could influence a Client's stated investment goals or the recommendation of a Proposed Portfolio. A Client's failure to timely update this information could materially impact the quality and applicability of Beanstox's advice and recommendations.

### Privacy Policy

Beanstox is committed to protecting our Clients' private information. Beanstox has instituted policies and procedures to ensure that Client information is kept private and secure. Beanstox does not disclose any non-public personal information about its Clients or former Clients to any non-affiliated third parties except as required by or permitted by law or agreed to by the Client or as otherwise disclosed in Beanstox's Privacy Policy. Telephonic communications with Beanstox may be recorded. In the course of servicing a Client Account, Beanstox may share some information with its service providers, such as transfer agents, custodians, broker-dealers, IT consultants, accountants, and attorneys. Beanstox restricts internal access to non-public personal information to those employees who need access to such information in order to provide products or services to individual Clients. Beanstox also maintains physical, electronic, and procedural safeguards to protect Client information. A copy of the Beanstox's Privacy Policy is available on the Website at [www.beanstox.com](http://www.beanstox.com).

## Item 8: Client Contact with Portfolio Managers

Beanstox provides automated internet-based investment advisory services primarily using digital communication with Clients, rather than in person or telephonic communication. Clients who decide to use the Program should be aware that Beanstox's relationship with Clients will differ from a traditional financial advisor relationship in several important respects.

Beanstox is a software-based, automated internet-based investment advisory service which means each Client must acknowledge, and agree to, having the ability and willingness to conduct a relationship with Beanstox primarily on an electronic basis. Under the terms of the Beanstox Advisory Agreement, each Client agrees to receive all Account information and documentation, and any updates or changes to same, through the App and, at times, via electronic communications from Beanstox. Unless specifically noted otherwise by Beanstox, including on the App, all Beanstox financial advisory services and all documentation related to advisory services provided by Beanstox pursuant to the Advisory Agreement entered into electronically between the Client and Beanstox, are managed electronically. Beanstox does make individual customer service representatives available to assist Clients but only with technical and general customer service support matters.

Beanstox provides information in the App and on the Website regarding investing, personal finance and other topics of general interest. Clients should be aware that such information is designed to be educational and is **not personalized advice**.

A Client's Advisory Agreement may be canceled at any time, by either party, for any reason, upon notice in accordance with the terms of the Advisory Agreement. Upon termination of an Advisory Agreement, any unpaid fees earned by Beanstox will be due and payable. The last monthly Subscription Fee paid in advance by the Client will not be prorated upon termination. The Client has the right to terminate an Advisory Agreement without penalty within five business days after entering into the Advisory Agreement.

Clients may contact Beanstox by email at any time at [support@Beanstox.com](mailto:support@Beanstox.com) or at (617) 878-2102 during office hours.

## Item 9: Additional Information

### Disciplinary History

Beanstox has not been subject to any disciplinary events by regulators nor is it a party to any legal events that are material to Client evaluation of our advisory business.

### Other Financial Industry Activities and Affiliations

None of Beanstox's management persons are registered or have an application pending to register as:

1. a broker-dealer or a registered representative of a broker-dealer,
2. a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing.

Beanstox shares resources with affiliates, including, but not limited to, office space and staffing in marketing, investment services and operations. Client Accounts in the Program do not invest in any products managed by any of Beanstox's affiliates.

### Code of Ethics

Beanstox maintains a Code of Ethics that is designed to meet the requirements of Rule 204A-1 of the Investment Advisers Act of 1940 and requires all officers and employees to conduct themselves with the highest standards of honest conduct and business ethics in all aspects of their activities concerning Beanstox and Beanstox Clients. A copy of Beanstox's Code of Ethics is available to Clients and prospective Clients upon request by contacting [support@Beanstox.com](mailto:support@Beanstox.com) or (617) 878-2102.

### Participation in Client Transactions and Personal Trading

Beanstox or individuals associated with Beanstox ("**Related Persons**") may buy or sell for their personal accounts securities identical to or different than those recommended to Clients. In addition, Related Persons may have an interest or position in certain securities which may also be part of Portfolios. It is the express policy of Beanstox that no person employed by Beanstox may use information obtained during the course of their work to purchase or sell any security prior to any pending transaction(s) being executed for a Client's account. This policy is intended to prevent employees from benefiting from transactions placed on behalf of Client Accounts. Related Persons are prohibited from trading for their personal account, or recommending trading in, any securities while in possession of material, non-public information about such securities or their issuer, and from disclosing such information to any person not entitled to receive it.

### Review of Accounts

Beanstox's App investment tools are intended for Clients' use in order for Clients to review their Account and better understand their holdings and investment performance. Generally, Beanstox personnel oversee the implementation of, and modifications to, the algorithm but do not monitor individual Client

Accounts. There may be circumstances when certain investment activity and Account settings will trigger individual review of certain Client Accounts.

Clients are directed to update their Client Information on the App whenever information about their goals, financial situation or other information that could bear on how their Account is managed changes in a meaningful way. We would expect that Clients review their Client Information at least annually for this purpose. As part of this update, Clients should review and carefully consider the information available on the App about each of their Accounts and their constituents ETFs.

The Carrying Broker generates and delivers to Clients via the App their brokerage account statements no less frequently than on a quarterly basis. Clients can log into the App to view their Account holdings and statements, including trade confirmations.

### Promotional, Referrals, and Other Marketing Campaigns

Beanstox expects from time to time to run promotional, referral and other marketing campaigns to measure interest and to attract clients to open Accounts on the Platform. These campaigns may provide compensation to Clients, marketers, promoters and other partners (each a “**Promoter**”). These promotions may include, but are not limited to, referral programs pursuant to which Clients, or third parties, invite non-Clients to open an account with Beanstox. These promotions may also include additional Account services or products offered on a limited basis to select Clients, different fee arrangement structures, which could include more favorable fee arrangements, cash compensation, and reduced or waived Subscription Fees for Clients. These arrangements may create an incentive for a third party or existing Client to refer prospective Clients to Beanstox, even if the third party would otherwise not make the referral. These arrangements also could create a conflict of interest for a Client to maintain a certain level of assets managed through Beanstox if doing so would result in eligibility to receive an incentive, bonus, or additional compensation in return for identifying, recommending, or referring non-Clients to Beanstox. Clients can refer to the Terms and Conditions of any promotion, referral or contest program on Beanstox’s website for additional information. Compensation to Clients for such referrals, marketing and contests could be up to \$1,000 per 12-month periods. Compensation to a non-Client Promoter paid per advertisement or per other marketing effort that refers Clients to Beanstox may be higher and will be subject to a separate written agreement with each Promoter. Clients will not be charged any costs or fees for being referred by a Promoter. If in doubt as to whether a Client was directed to Beanstox via a Promoter and Client believes it material to their decision to open an Account, Client should contact [support@beanstox.com](mailto:support@beanstox.com) before signing up for an Account. Beanstox reserves the right to restrict, extend, revoke, or amend these program offers at any time without notice to the Client.

### Financial Information

To the best of Beanstox’s knowledge, Beanstox is not aware of any financial condition that is reasonably likely to impair Beanstox’s ability to meet its contractual commitments to its Clients.

### Services and Terms Subject to Change

All Beanstox services, policies, agreements and terms of use may be revised and updated periodically, in which case this Brochure will be updated and made available on the Platform to reflect any material changes.