

**Part 2A of Form ADV: Firm Brochure**

**Item 1: Cover Page**

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This brochure provides information about the qualifications and business practices of InHub, LLC. If you have any questions about the contents of this brochure, please contact us at [compliance@theinhub.com](mailto:compliance@theinhub.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.

SEC registration does not imply a certain level of skill or training.

Additional information about InHub, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2: Material Changes**

This Form ADV Part 2A was last updated in March, 2015. Material changes to the document include:

Change to the physical office address.

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#### **Item 4: Advisory Business**

InHub, LLC (“InHub,” “we,” “us,” “our,” etc.) is an SEC registered investment adviser that was founded on November 1, 2013. We are solely owned by Ariana Amplo and Kent Costello who are the officers of InHub.

Our business is to provide an online platform designed primarily for institutional investors (the “clients”) to select an investment adviser (the “Adviser”) to provide investment advisory services. We do not manage, take custody of, or provide asset allocation advice on any client assets. Our online platform (the “Platform”) is intended to provide the clients with the ability to make an Adviser selection in an efficient, organized and diligent manner. As part of our services, we vet all Advisers to confirm that they are focused on providing consulting services to institutional clients and that they meet our base criteria. The client can identify Advisers based on location, expertise and size of practice. Additionally, clients can use our eRFP (electronic request for proposal) technology to ensure a due diligence process that meets their needs. After selecting the Adviser, the client may receive a comprehensive report that documents the entire selection process.

#### **Item 5: Fees & Compensation**

Our clients may select from a range of services with no fee or up to \$20,000 on a one-time fee payment basis. We also generate revenue in our capacity as a solicitor to Advisers with whom we have solicitation agreements and who have entered into investment advisory agreements with our clients. We will expand on this in Item 14.

InHub may also, in any preceding 12-month period, provide advice to fewer than 15 clients through other means, other than through its online platform. If such advice is provided, it is expected that such clients will be provided advisory services on a negotiated fee, either on a fixed or variable basis.

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

InHub does not charge performance-based fees nor enter into side-by-side management arrangements.

#### **Item 7: Types of Clients**

The clients that we serve are typically institutional investors (e.g., 401(k) plans, corporate pension plans, university endowments, etc.), high net worth individuals and family offices. We do not have a minimum account-size requirement for clients who open or maintain an account with selected Advisers, except insofar as a recommended Adviser may have its own minimum account-size requirement.

For example, we would not recommend that a client that oversees an account of \$2,500,000 contact an Adviser that has specified a minimum account size of \$10,000,000.

## **Item 8: Method of Analysis, Investment Strategies and Risk of Loss**

We interview each Adviser before allowing them access to the online platform. Our interviews are qualitative by nature and are intended to determine whether the Advisers are focused on providing consulting services to institutional clients and if those services are aligned with our target clients' needs. For example, we are often marketing our services to qualified retirement plans that are looking for an adviser that has extensive experience working with retirement plans, offer employee education services, and can sign on as a fiduciary to the plan by contract.

A typical Adviser should have at least \$100 million of assets under management, 50 percent of which is made up of institutional clients, and at least 10 institutional client accounts. We further qualify Advisers through a compliance check consisting of a number of standard regulatory questions. Examples of these questions include:

1. Is your firm, its parent, or affiliate(s) registered as an investment adviser with the SEC under the Investment Advisers Act of 1940? If not, what is your fiduciary classification? Please provide a copy of your Form ADV Part 2A.
2. Has your firm ever been contacted by the SEC's office of Compliance Inspections and Examination with regard to it performing a fact finding review for an explanation of compensation arrangements, disclosures and potential conflicts of interest? If yes, please share elaborating comments on the nature and scope of your firm's communications with the SEC.
3. In the last five years, has the firm, any primary consultant or any other officer or principal been involved in any business litigation, regulatory, or other legal proceedings or government investigation involving allegations of fraud, negligence, criminal activity, or breach of fiduciary duty relating to investment consulting activities? If so, please describe the case, provide an explanation, and indicate current status.

We do not, in any way, recommend or guarantee the performance of any Advisers on our Platform. Our intention is to do the initial screening based on each Adviser's client base and business practices in order to assist our clients in determining which Advisers they should consider inviting to a review process, thus streamlining the due diligence process. We recommend that all our clients conduct a more thorough due diligence process when selecting their Adviser either through our eRFP system or another means of review.

As stated earlier, we do not manage, take custody of, or provide asset allocation advice on any client assets. The investment strategies and risks of loss of client assets are unique to the selected Adviser-client relationship and each client should review this Item 8 in the selected Adviser's brochure.

## **Item 9: Disciplinary Information**

We are required to disclose any and all material facts regarding any legal or disciplinary events that would be material to our clients' evaluation of us or the integrity of our management. As such, we are advising you that neither InHub nor any of its supervised

persons have been subject to any legal or disciplinary events which would require disclosure.

#### **Item 10: Other Financial Industry Activities and Affiliations**

Neither InHub nor any of its supervised persons are engaged in other financial industry activities or have any affiliations.

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

InHub has adopted a Code of Ethics for all employees which addresses Standards of Business, Prohibition Against Insider Trading, Personal Securities Transactions, Gifts and Entertainment, and Customer Privacy. A copy of this Code will be provided upon request.

#### **Item 12: Brokerage Practices**

Our business does not require the services of a broker-dealer nor do we recommend broker-dealers to our clients.

#### **Item 13: Review of Accounts**

We do not review a client's account as such account is maintained with and reviewed by the Adviser. A client should review Item 13 of the Adviser's brochure. We continue to monitor the Advisers as long as they wish to remain on our Platform.

#### **Item 14: Client Referrals and Other Compensation**

In the event that a client enters into an investment advisory agreement with an Adviser sourced through our Platform, the Adviser will pay us for our solicitation services generally based on a percentage of assets under management of the particular client, as follows:

Option (1): 10% of the contractual fee for the five years of the relationship between the Adviser and you, as the Adviser's client, **or** Option (2): 25% of the contractual fee for one year of the relationship between the Adviser and the client. These fees are subject to change and may vary on a case by case basis.

In addition, the client may elect to pay our fee directly instead of having it paid by the Adviser. If the client elects this option, the client should contact us at [compliance@theinhub.com](mailto:compliance@theinhub.com) <http://www.theinhub.com/> for a separate fee payment agreement.

For example, if Option (1) is selected, whereby an Adviser enters into an investment advisory agreement with a 401(k) plan with an account size of \$50 million and the Adviser charges the client an annual fee of 10 basis points or 0.10%, the Adviser collects

\$50,000 annually in revenue. If the Adviser selects Option 2 above, InHub will receive \$12,500 for one year, paid quarterly.

The Adviser has advised us that it will not charge any client, introduced to Adviser by InHub through the Platform, any amount for the cost of obtaining the client, which is in addition to the fee normally charged by Adviser for investment advisory services. In addition, clients will not be charged an amount or level of advisory fees in excess of the amount or level of advisory fees for similar services provided by Adviser to comparable accounts of its investment advisory clients not obtained through the Platform.

We reserve the right to negotiate alternative fee structures with an Adviser on a case-by-case basis.

In the event that a client closes an account with an Adviser, our compensation arrangement with the Adviser will cease as of the date of account termination.

The client should refer to the Adviser's brochure as to the fees the client will be charged by the Adviser for its services as well as disclosure about transaction costs to the client (e.g., custodial fees, mutual fund expenses).

#### **Item 15: Custody**

We do not maintain custody of client funds or securities. You should refer to Item 15 in the Adviser's brochure as to whether they maintain custody of your funds or securities.

Our clients do not receive any account statements from us but rather such statements should be provided to the client from the custodian of the Adviser or the Adviser itself.

#### **Item 16: Investment Discretion**

We do not have investment discretion over our client's assets. Such investment discretion is with the Adviser with whom the client has entered into an investment management agreement. A client should review Item 16 in the Adviser's brochure.

#### **Item 17: Voting Client Securities**

We do not vote proxies for clients. The Adviser for the client may or may not vote proxies for the client based on the investment management agreement. A client should review Item 17 in the Adviser's brochure.

#### **Item 18: Financial Information**

InHub has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.