

Instavest Adviser, Inc.

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This brochure provides information about the qualifications and business practices of Instavest Adviser, Inc. ("Instavest Adviser"). If you have any questions about the contents of this brochure, please contact us at (617) 515-0954 or hello@instavest.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Instavest Adviser is also available on the SEC's website at: www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as a CRD number. The CRD number for Instavest is 175057. The SEC's web site also provides information about any persons affiliated with Instavest Adviser who are registered, or are required to be registered, as Investment Adviser Representatives of Instavest Adviser.

Instavest Adviser, Inc. is registered as an investment adviser with the SEC. SEC registration does not imply a certain level of skill or training. The oral and written communications of an Adviser provide you with information that you may use to determine whether to hire or retain them.

Item 2 – Material Changes

Since our last filing on March 2, 2017, we have the following material changes to disclose:

- We now offer asset management services on a discretionary basis.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year end which is December 31st. We will provide other ongoing disclosure information about material changes as they occur. We will also provide you with information on how to obtain the complete brochure. Currently, our Brochure may be requested at any time, without charge, by contacting Saleem Khatri at (617) 515-0954.

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Item 4 – Advisory Business Introduction

Our Advisory Business

Instavest Adviser, Inc. (“**Instavest Adviser**”) is an investment adviser with its principal place of business in Tampa, FL. Instavest Adviser was formed in February 2015 and began providing advisory services in March 2015. Instavest Adviser is wholly owned by Instavest, Inc., a Delaware corporation (“**Instavest**”), which is majority owned by Saleem S. Khatri. Currently, Mr. Khatri is the sole officer, director, and employee of Instavest Adviser. We are registered through and regulated by the United States Securities and Exchange Commission (“SEC”).

Instavest Adviser provides investment advice through Investment Adviser Representatives (“IAR”) associated with us. These individuals are appropriately licensed, qualified, and authorized to provide advisory services on our behalf. In addition, all IARs are required to have a college degree, professional designation, or equivalent professional experience.

We do not participate in wrap fee programs.

Description of Advisory Services

Instavest Adviser provides investment advisory services exclusively to members (“**Members**”) of an online platform (“**Platform**”) operated by Instavest Adviser. Instavest Adviser provides advisory services solely through the Platform. No advisory services are provided directly to any clients or provided off the Platform.

The Platform guides the client through the entire investment management process and provides management services. As a part of Instavest Adviser investment management service, you will complete an online risk tolerance assessment and provide additional information about your financial goals. The Platform will then recommend an asset allocation strategy based on responses to the online risk tolerance assessment.

Instavest Adviser provides portfolio management services to individuals, high net worth individuals, and entities such as trusts, funds, and pension plans.

We are committed to the precept that by placing the client’s interests first, we will add value to the asset management process and earn the client’s trust and respect. We value long term relationships with our clients whom we regard as strategic partners in our business.

Asset Management

Members of the Platform are required to electronically sign an investment management agreement (the “Management Agreement”) with Instavest Adviser upon registering for the Platform. The Management Agreement generally sets forth the scope and limits of Instavest Adviser’s advisory relationship with Members. We may manage assets on both a discretionary and non-discretionary basis. The decision as to whether to grant us discretionary authority over your accounts is made by you at the time of account opening and is detailed in the Management Agreement.

Discretionary Advice

Members may grant Instavest Adviser discretion with respect to trades on the Platform. With this discretion, Instavest Adviser may, without client consent, determine which securities are to be bought or sold, the amount of securities held in the account, the broker-dealer used for the purchase or sale of a security, and commission rates to be paid to a broker or dealer for each securities transaction.

Non-Discretionary Advice

Members who grant us authority to manage their account(s) on a non-discretionary basis will retain the right to determine whether to engage in a purchase or sale of stock based on the postings provided by Instavest Adviser through the Platform.

Members shall not have the ability to impose restrictions on the management of their account.

ERISA Fiduciary

Instavest Adviser understands and attests that they are an ERISA fiduciary as defined in the Fiduciary Rule under the Employee Retirement Income Security Act of 1974 and the Internal Revenue Code of 1986. Instavest Adviser adheres to the Impartial Conduct Standards (including the “best interest” standard, reasonable compensation, and no misrepresented information), as a condition for relying upon the Best Interest Contract Exemption and the Class Exemption for Principal Transactions in Certain Assets Between Investment Advice Fiduciaries and Employee Benefit Plans and IRA during the transition period from June 9, 2017, through January 1, 2018. This relates to all ERISA accounts including Individual Retirement Accounts (IRAs).

Instavest Adviser does not act as a discretionary investment manager of any Plan as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974.

Instavest Adviser does not act as a non-discretionary investment manager of any Plan as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974.

Client Assets Under Management

As of December 31, 2016, Instavest Adviser has \$1,794,881 in assets under management which are managed on a non-discretionary basis.

Item 5 – Fees and Compensation

Asset Management Fee

Instavest Adviser has a minimum account opening balance of \$100,000, which may be negotiable based upon certain circumstances. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. The fee charged is based upon the amount of money invested.

Instavest Adviser charges investment management fees as follows:

Retail Accounts

Percentage	Portfolio Size (AUM)
2.00%	>\$100,000

Performance Fee Accounts (for Qualified Clients Only See Item 6 below)

Percentage	Portfolio Size (AUM)
1.00%	>\$100,000

The fees shown above are annual fees and will be charged monthly in advance. Payments are due and will be assessed on the first day of each month based on the ending balance of the account under management for the preceding month. Upon certain circumstances, fees may be negotiated. No increase in the annual fee shall be effective without prior written notification. Instavest Adviser believes the advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs.

Instavest Adviser believes that its annual fee is reasonable in relation to the investment advisory services provided under this Agreement and the fees charged by other investment advisers offering similar services/programs.

The Client acknowledges that trading costs will be assessed to the Client according to the agreements made with the Custodian(s) and other third parties as applicable.

The Client can terminate the relationship without penalty within the first five (5) days after the signing of this agreement. After the initial five days, this Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record.

Other Fees and Expenses

Our fees do not include brokerage commissions, transaction fees, and other related costs and expenses. You may incur certain charges imposed by custodians and other third parties. These include fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, commissions and other fees and taxes on brokerage accounts and securities transactions. Exchange-traded funds (ETFs) also charge internal management fees, which are disclosed in the fund's prospectus. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Certain strategies offered by us may involve investment in mutual funds and/or ETFs. We do not receive any compensation from these fees. All of these fees are in addition to the management fee you pay us. You should review all fees charged to fully understand the total amount of fees you will pay. Services similar to those offered by us may be available elsewhere for more or less than the amounts we charge. Our brokerage practices are discussed in more detail under Item 12 – Brokerage Practices.

Item 6 – Performance Based Fee and Side by Side Management

Instavest Adviser charges performance-based fees (fees based on a share of capital gains, or capital appreciation of, the assets of a client). If the performance of your investment exceeds the equivalent of an annualized 0% rate (the “Hurdle Rate”) at the end of each year, we will assess a performance fee of 20% on that part of your investment return, which exceeds the Hurdle Rate. If the value of your investment has decreased at the end of a calendar quarter, we will not charge a performance fee in respect of any subsequent increases until such increases have caused your investment to exceed its previous highest value (its “High Water Mark”). In the event that you make subsequent deposits or withdrawals, we will adjust the High Water Mark to reflect those deposits or withdrawals.

You may become our client any time throughout the calendar quarter, and we will assess and charge our performance fee, if any, at the end of that calendar quarter, with a timeframe starting from when you began the performance-based fee relationship with us. We will adjust all performance fees payable on a pro-rata basis to reflect any deposits or withdrawals made within a calendar quarter.

Although performance fees are typically payable at the end of the calendar quarter, payments can be advanced in the event that you make a withdrawal during the calendar quarter. If you decide to terminate your performance-based fee relationship with us at any time during the calendar quarter and not at the end of the calendar quarter, we will assess and charge our performance fee, if any, at that point in time of the calendar quarter and not at the end of that calendar quarter. Though the High Water Mark may increase or decrease at any time during the remaining calendar quarter subsequent to such a termination of the performance-based fee relationship, we will not subsequently recalculate the performance fee at the end of that quarter and we will not pay any associated refund due to the possibility of the High Water Mark then increasing further and negating any such performance fee calculated prior to the end of the quarter.

We offer performance-based fee accounts to qualified clients only. Non-qualified clients have the option to utilize our asset management services for non-qualified clients. Qualified clients are generally defined as clients having at least \$1,000,000 under management of an investment adviser immediately after entering into the advisory contract, or if the adviser reasonably believes the client has a net worth of more than \$2,100,000 (excluding real estate) at the time the contract is entered into. In measuring clients' assets for the calculation of performance-based fees, we shall include realized and unrealized capital gains and losses.

Performance based fee arrangements may create an incentive for us to recommend investments which may be riskier or more speculative than those which would be recommended under a different fee arrangement. Such fee arrangements also create an incentive to favor higher fee paying accounts over other accounts in the allocation of investment opportunities. We have procedures designed and implemented to ensure that all clients are treated fairly and equally, and to prevent this conflict from influencing the allocation of investment opportunities among clients.

Item 7 – Types of Client(s)

Instavest Adviser's clients consist of individuals, high net worth individuals, and entities such as trusts, funds, and pension plans. Some Members may be qualified clients.

Instavest Adviser has a minimum account opening balance of \$100,000, which may be negotiable based upon certain circumstances.

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

Methods of Analysis

We use Fundamental Analysis as part of our overall investment management discipline; the implementation of these analyses as part of our investment advisory services to you may include any, all or a combination of the following:

Fundamental Analysis

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages. Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Investment Strategies

In order to perform this analysis, we use many resources, such as:

- Morningstar
- Financial newspapers and magazines (e.g. Wall Street Journal, Forbes, etc.)
- Annual reports, prospectuses, filings
- Company press releases and websites

The investment strategies we use to implement any investment advice given to you include, but are not limited to:

- Long term purchases -securities held at least a year
- Short term purchases - securities sold within a year
- Trading -securities sold within 30 days
- Short sales
- Margin Transactions
- Option writing, including covered options, uncovered options or spreading strategies.

Risk of Loss

We cannot guarantee our analysis methods will yield a return. In fact, a loss of principal is always a risk.

Investing in securities involves a risk of loss that you should be prepared to bear. You need to understand that investment decisions made for your account by us are subject to various market, currency, economic, political and business risks. The investment decisions we make for you will not always be profitable nor can we guarantee any level of performance.

A list of all risks associated with the strategies, products and methodology we offer are listed below:

Fundamental Analysis Risk

Fundamental analysis, when used in isolation, has a number of risks:

- There are an infinite number of factors that can affect the earnings of a company, and its stock price, over time. These can include economic, political and social factors, in addition to the various company statistics.
- The data used may be out of date.
- It is difficult to give appropriate weightings to the factors.
- It assumes that the analyst is competent.
- It ignores the influence of random events such as oil spills, product defects being exposed, and acts of God and so on.

Exchange Traded Fund ("ETF") Risk

Most ETFs are passively managed investment companies whose shares are purchased and sold on a securities exchange. An ETF represents a portfolio of securities designed to track a particular market segment or index. ETFs are subject to the following risks that do not apply to conventional funds:

- The market price of the ETF's shares may trade at a premium or a discount to their net asset value;
- An active trading market for an ETF's shares may not develop or be maintained; and
- There is no assurance that the requirements of the exchange necessary to maintain the listing of an ETF will continue to be met or remain unchanged

Stock Fund Risk

Overall "market risk" poses the greatest potential danger for investors in stocks funds. Stock prices can fluctuate for a broad range of reasons, such as the overall strength of the economy or demand for particular products or services.

Technical Analysis risk

- Technical analysis is derived from the study of market participant behavior and its efficacy is a matter of controversy.
- Methods vary greatly and can be highly subjective; different technical analysts can sometimes make contradictory predictions from the same data.
- Models and rules can incur sufficiently high transaction costs.

Overall Risks

Clients need to remember that past performance is no guarantee of future results. All funds carry some level of risk. You may lose some or all of the money you invest, including your principal, because the securities held by a fund goes up and down in value. Dividend or interest payments may also fluctuate, or stop completely, as market conditions change.

Before you invest, be sure to read a fund's prospectus and shareholder reports to learn about its investment strategy and the potential risks. Funds with higher rates of return may take risks that are beyond your comfort level and are inconsistent with your financial goals.

While past performance does not necessarily predict future returns, it can tell you how volatile (or stable) a fund has been over a period of time. Generally, the more volatile a fund, the higher the investment risk. If you'll need your money to meet a financial goal in the near-term, you probably can't afford the risk of investing in a fund with a volatile history because you will not have enough time to ride out any declines in the stock market.

Item 9 – Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. We do not have any information to disclose concerning Instavest Adviser or any of our IARs. We adhere to high ethical standards for all IARs and associates.

Item 10 – Other Financial Industry Activities and Affiliations

Neither Instavest Adviser nor any of its management persons are registered as a broker-dealer or registered as a representative of a broker-dealer, nor does it have any pending application to register. In addition, neither Instavest Adviser nor its management persons are affiliated with any broker-dealer.

Instavest Adviser and its management persons are not registering as a commodity pool operator, futures commission merchant, or commodity trading advisor.

Instavest Capital, Inc., an affiliate of Instavest Adviser, is a Commodity Trading Advisor (CTA) with the National Futures Association and has a pending application to become an Introducing Broker with the National Futures Association.

Other Financial Industry Affiliations

The IARs of Instavest Adviser do not participate in other business activities or have any outside affiliations at this time.

Item 11 – Code of Ethics, Participation or Interest in Client Accounts and Personal Trading

General Information

We have adopted a Code of Ethics for all supervised persons of the firm describing its high standards of

business conduct, and fiduciary duty to you, our client. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All of our supervised persons must acknowledge the terms of the Code of Ethics annually, or as amended.

Participation or Interest in Client Accounts

Our Compliance policies and procedures prohibit anyone associated with Instavest Adviser from having an interest in a client account or participating in the profits of a client's account without the approval of the CCO.

The following acts are prohibited:

- Employing any device, scheme or artifice to defraud
- Making any untrue statement of a material fact
- Omitting to state a material fact necessary in order to make a statement, in light of the circumstances under which it is made, not misleading
- Engaging in any fraudulent or deceitful act, practice or course of business
- Engaging in any manipulative practices
- Clients and prospective clients may request a copy of the firm's Code of Ethics by contacting the CCO.

Personal Trading

We may recommend securities to you that we will purchase for our own accounts. We may trade securities in our account that we have recommended to you as long as we place our orders after your orders. This policy is meant to prevent us from benefiting as a result of transactions placed on behalf of advisory accounts.

Certain affiliated accounts may trade in the same securities with your accounts on an aggregated basis when consistent with our obligation of best execution. When trades are aggregated, all parties will share the costs in proportion to their investment. We will retain records of the trade Order (specifying each participating account) and its allocation. Completed Orders will be allocated as specified in the initial trade order. Partially filled Orders will be allocated on a pro rata basis. Any exceptions will be explained on the Order.

Instavest Adviser has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of "Access Persons". The policy requires that an Access Person of the firm provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Adviser selects; provided, however that at any time that the Adviser has only one Access Person, he or she shall not be required to submit any securities report described above.

We have established the following restrictions in order to ensure our fiduciary responsibilities regarding

insider trading are met:

- No securities for our personal portfolio(s) shall be bought or sold where this decision is substantially derived, in whole or in part, from the role of IARs of Instavest Adviser, unless the information is also available to the investing public on reasonable inquiry. In no case, shall we put our own interests ahead of yours.

Privacy Statement

We are committed to safeguarding your confidential information and hold all personal information provided to us in the strictest confidence. These records include all personal information that we collect from you or receive from other firms in connection with any of the financial services they provide. We also require other firms with whom we deal with to restrict the use of your information. Our Privacy Policy is available upon request.

Conflicts of Interest

Instavest Adviser's IARs may employ the same strategy for their personal investment accounts as it does for its clients. However, IARs may not place their orders in a way to benefit from the purchase or sale of a security.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interests of all the accounts we advise.

We act in a fiduciary capacity as required by SEC and state Regulations. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We also adhere to the fiduciary standards of ERISA for all ERISA accounts. We adhere to the Impartial Conduct Standards which includes the "best interest" standard, reasonable compensation and no misrepresentation of information. We have policies and procedures in place to monitor our adherence to our fiduciary obligation. We strive to do what is in the best interests of all the accounts we advise.

Item 12 – Brokerage Practices

Factors Used to Select Custodians

In recommending a custodian/broker-dealer, we look for a company that offers relatively low transaction fees, access to desired securities, trading platforms, and support services. We will require that clients use Interactive Brokers as the qualified custodian for their accounts when utilizing our asset management services.

Soft Dollars

We do not receive any soft dollars from broker-dealers, custodians or third party money managers.

Best Execution

We have an obligation to seek best execution for you. In seeking best execution, the determinative factor is not the lowest possible commission 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, reputation and responsiveness. Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for account transactions.

Brokerage for Client Referrals

In selecting and/or recommending broker-dealers, we do not take into consideration whether or not we will receive client referrals from the broker-dealer or third party.

Directed Brokerage

We do not permit directed brokerage. We will require you to use the custodian of our choosing as the custodial firm.

Trading

Transactions for each client account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "batch" such Orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among our clients' differences in prices and commission or other transaction costs. Under this procedure, transactions will be price-averaged and allocated among our clients in proportion to the purchase and sale orders placed for each client account on any given day.

Item 13 – Review of Accounts

Reviews

Reviews are conducted at least annually or as agreed to by us. Reviews will be conducted by our Chief Compliance Officer Saleem Khatri. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, we will monitor for changes and shifts in the economy, changes to the management and structure of a mutual fund or company in which client assets are invested, and market shifts and corrections.

Reports

Clients will be provided with text message notifications on a periodic basis reflecting the client's account balance. Clients may also check their account balance on the Platform at any time. You are obligated to notify us of any discrepancies in the account(s) or any concerns you have about the account(s).

Item 14 – Client Referrals and Other Compensation

We do not receive any economic benefit from someone who is not a client for providing investment advice or other advisory services to our clients nor do we directly or indirectly pay any compensation to another person if they refer clients to us.

Item 15 – Custody

We do not have physical custody of any accounts or assets. However, we may be deemed to have custody of your account(s) if we have the ability to deduct your advisory fees from the custodian. You should receive at least quarterly statements from the broker-dealer or custodian that holds and maintains your investment assets. We urge you to carefully review such statements and compare this official custodial record to the account statements that we may provide to you. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. If you notice any discrepancies, please contact Instavest Adviser.

We do not debit the client fees directly from your advisory account. We send information to your custodian to debit your fees and to pay them to us. You authorized the custodian to pay us directly at the onset of the relationship.

Item 16 – Investment Discretion

We may manage assets on both a discretionary and non-discretionary basis. The decision as to whether to grant discretionary authority is made by you at the time of account opening and is detailed in the Management Agreement. Prior to assuming discretionary authority, clients must execute the Management Agreement.

If you have granted us discretionary authority through your Management Agreement, this means you have given us the authority to determine the following without your consent:

- Securities to be bought or sold for your account
- Amount of securities to be bought or sold for your account
- Broker-dealer to be used for a purchase or sale of securities for your account
- Commission rates to be paid to a broker or dealer for your securities transaction.

In all cases, however, this discretion is exercised in a manner consistent with your stated investment objectives for your account.

When selecting securities and determining amounts, we observe the investment policies, limitations and restrictions you have set. For registered investment companies, our authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments and favor the holding of investments once made.

If you have not given us the authority to manage your account on a discretionary basis, then we cannot trade in your account without your express permission.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, we do not have any authority to and do not vote proxies on behalf of advisory clients. You retain the responsibility for receiving and voting proxies for any and all securities maintained in your portfolios. We may provide advice to you regarding your voting of proxies. The custodian will forward you copies of all proxies and shareholder communications relating to your account assets.

Item 18 – Financial Information

We are required to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that would impair our ability to meet any contractual and fiduciary commitments to you, our client. We have not been the subject of any bankruptcy proceedings. In no event shall we charge advisory fees that are both in excess of \$1,200 dollars and more than six months in advance of advisory services rendered.