



InvestAcure

Investing for a cure

InvestAcure, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 26, 2018

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of InvestAcure, LLC (“InvestAcure” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us via our website at www.investacure.com.

InvestAcure is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about InvestAcure to assist you in determining whether to retain the Advisor.

Additional information about InvestAcure and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov by searching for our firm name or by our CRD# 291114.

InvestAcure, LLC
www.investacure.com

Item 2 – Material Changes

InvestAcure believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. InvestAcure encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

InvestAcure has updated its fee schedule. Please see Item 5.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching for our firm name or by our CRD# 291114. You may also request a copy of this Disclosure Brochure at any time, by contacting us via our website at www.investacure.com.

Item 3 – Table of Contents

Item 1 – Cover Page.....	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Services.....	4
A. Firm Information	4
B. Advisory Services Offered.....	4
C. Client Account Management.....	4
D. Wrap Fee Programs	5
E. Assets Under Management.....	5
Item 5 – Fees and Compensation.....	5
A. Fees for Advisory Services	5
B. Fee Billing	5
C. Other Fees and Expenses	5
D. Advance Payment of Fees and Termination	5
E. Compensation for Sales of Securities.....	6
Item 6 – Performance-Based Fees and Side-By-Side Management	6
Item 7 – Types of Clients	6
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	6
A. Methods of Analysis	6
B. Risk of Loss	6
Item 9 – Disciplinary Information	7
Item 10 – Other Financial Industry Activities and Affiliations.....	7
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	7
A. Code of Ethics.....	7
B. Personal Trading with Material Interest.....	8
C. Personal Trading in Same Securities as Clients.....	8
D. Personal Trading at Same Time as Client	8
Item 12 – Brokerage Practices	8
A. Recommendation of Custodian[s].....	8
B. Aggregating and Allocating Trades.....	9
Item 13 – Review of Accounts.....	9
A. Frequency of Reviews	9
B. Causes for Reviews.....	9
C. Review Reports.....	9
Item 14 - Client Referrals and Other Compensation.....	9
A. Compensation Received by InvestAcure	9
B. Client Referrals from Solicitors	9
Item 15 – Custody	9
Item 16 – Investment Discretion.....	10
Item 17 – Voting Client Securities.....	10
Item 18 – Financial Information.....	10
Privacy Policy	11

Item 4 – Advisory Services

A. Firm Information

InvestAcure, LLC (“InvestAcure” or the “Advisor”) is a registered investment advisor with the SEC, which is organized as a Corporation under the laws of the State of New York. InvestAcure was founded in November 2017, and is owned by InvestAcure, Inc., which is owned by Maxim Tokarsky and Lawrence K. Pine. The Advisor is operated by Maxim Tokarsky (Chief Executive Officer) and Lawrence K. Pine (Chief Operating Officer and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by InvestAcure.

B. Advisory Services Offered

InvestAcure offers investment advisory services to individuals and high net worth individuals (each referred to as a “Client”) through an interactive, online investment advice platform at www.investacure.com (the “Platform”). InvestAcure is a micro-investment Platform which empowers individuals impacted by life threatening diseases to become partners in the active search for a cure by automatically rounding out their day-to-day transactions and investing the spare change into clinical stage pharmaceuticals, taking potentially life-saving drugs through FDA trials. This solves a major bottleneck at the critical human trial phase of the drug development process by shifting investment leadership from a narrow and fickle group of speculative investors motivated by profit, to micro-investors with a stake in advancing scientific research on the way to a cure.

InvestAcure provides an investment advisory solutions for its Clients. The investment advisory solution is based on Clients using the Platform to identify the client’s chosen disease field and then the Advisor provides the Client with discretionary investment management services with the goal of providing equity funding to companies that are engaging in research on disease. The Advisor identifies companies that may make an impact on the research that is available on the chosen disease. The investment recommendations available on the Platform are investments in the publicly traded companies that is involved in research on the chosen disease, either directly through individual stocks or in business development companies (“BDCs”). The Advisor will review Phase 1 or 2 trials in order to make the determination for the investment recommendation to be available on the Platform. The Advisor will then construct the portfolio, consisting of investments in companies that are conducting research in the Client’s chosen disease field.

InvestAcure’s investment options are subject to certain risks and must be considered speculative in nature. Clients must be willing to accept the risk of loss including the full loss of principal associated with the investment options prior to investing. Please see “Item 8.B – Risk of Loss” for the details on risks.

At no time will InvestAcure accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the Platform agreement. Please see “Item 12 – Brokerage Practices”.

Clients visiting www.investacure.com and other electronic sites maintained by the Advisor will be offered access to the Platform, whereby the Client can access research, correspond with the community seeking to discover a cure for the chosen disease, and select investment options to use in the Client’s portfolio. In consideration for its services, the Advisor may receive a monthly advisory fee. Please see Item 5 below.

C. Client Account Management

Limited Access to Advisor

The Advisor serves as an “Internet-Only” investment advisor pursuant to Section 203A-2(e) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Under this registration, the Advisor provides investment advice solely through its interactive website. The Advisor is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier or email (other than operational emails). The Advisor does not meet with Client’s at its offices. All advice, support and inquiries are delivered through the Advisor’s website. To gain access to the Advisor, the Client must join the Platform and agree to its terms of use.

The Advisor may, for a limited number of Clients annually, provide customized services, subject to the limitations set forth in Section 203A-2(e) of the Advisers Act.

D. Wrap Fee Programs

InvestAcure does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by InvestAcure.

E. Assets Under Management

InvestAcure is a newly established advisor. Assets under management shall be reported following the Advisor's December 31, 2018 fiscal year end. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

Investment advisory fees are paid monthly in advance pursuant to the terms of the Platform agreement. Investment advisory fees are determined by the Advisor and may be either up to \$2 monthly or, for accounts with more than \$5,000, up to 1.00% of the assets under management.

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

B. Fee Billing

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting InvestAcure to be paid directly from their account[s] held by the Custodian as part of the Platform agreement and separate account forms provided by the Custodian.

If the fee is being calculated is based on a percentage of assets under management, then the Advisor or delegate shall calculate the fee based on the market value of assets under management at the end of the prior calendar month. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by InvestAcure will be independently valued by the designated Custodian. InvestAcure will not have the authority or responsibility to value portfolio securities.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than InvestAcure, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian and executing broker-dealer. The fees charged by InvestAcure are separate and distinct from these custody and execution fees.

D. Advance Payment of Fees and Termination

InvestAcure is compensated for its services in advance of the month in which investment advisory services are rendered. Either party may terminate the Platform agreement, at any time, by providing advance written notice to the other party. The Client may terminate the Platform agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The

Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the month. The Platform agreement is non-transferable without the Client's consent.

E. Compensation for Sales of Securities

InvestAcure does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Item 6 – Performance-Based Fees and Side-By-Side Management

InvestAcure does not charge performance-based fees for its investment advisory services. The fees charged by InvestAcure are as described in “Item 5 – Fees and Compensation” above and are not based upon the capital appreciation of the funds or securities held by any Client.

InvestAcure does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

InvestAcure offers investment advisory services to individuals and high net worth individuals. The number of each type of Client serviced by the Advisor is available on InvestAcure's Form ADV Part 1A. These numbers may change over time and are updated at least annually by the Advisor. InvestAcure generally does not impose a minimum account size for establishing a relationship.

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

A. Methods of Analysis

InvestAcure employs a research-based analysis methods in developing investment strategies for its Clients. Research and analysis from InvestAcure is derived from numerous sources, including doctors, specialists, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

As noted above, investment options are subject to certain risks and must be considered speculative in nature. Clients must be willing to accept the risk of loss including the full loss of principal associated with the investment options prior to investing.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. There is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance.

Each Client engagement will entail a review of the research available on investment option chosen by the Advisor. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. Following are some of the risks associated with the potential speculative components of the Advisor's strategy:

Small-, Micro- and Nano-Cap Equity Securities

InvestAcure, LLC
www.investacure.com

While all investments involve risk, investing in stocks of small companies, such as micro and nano-cap equities, involve additional risks. Smaller companies typically have a higher risk of failure, and are not as well established as larger blue-chip companies. Some of these companies have no assets, operations or revenues. Others have products and services that are still in development or have yet to be tested in the market. Another risk that pertains to microcap stocks involves the low volume of trades. Because many microcap stocks trade in low volumes, any size of trade can have a large percentage impact on the price of the stock. Historically, smaller-company stocks have experienced a greater degree of market volatility than the overall market average.

Business Development Companies (“BDCs”)

The performance of BDCs can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and may carry higher risks. Clients should only have a portion of their assets in these investments. The Client should expect to hold these investments for the long term and be prepared to lose value, include the full loss of principal. Clients will receive additional documents regarding the specific risks of these investments.

Diversification Risk

Non-diversified portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Non-diversified portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in price of any given holding in the portfolio is likely to have a larger impact on portfolio performance, than a more broadly diversified portfolio. Investments on the Platform are not meant as a long-term income-protection or growth strategy and should only make up a portion of the Client’s investable assets.

Frequent Trading

Frequent trading in securities can result in higher transaction costs in the Client’s account[s]. For taxable accounts, frequent trading can also result in taxable transactions each year that would not be present in a buy-and-hold strategy. There are no guarantees that a frequent trading strategy will correctly time purchases and sales of any particular security.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving InvestAcure or any of its Supervised Persons. InvestAcure values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching by our firm name or our CRD# 291114.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of InvestAcure is to provide investment advisory services to its Clients. However, the Supervised Persons of InvestAcure are involved in other business endeavors. These other business endeavors are not investment-related and do not create a conflict of interest for Clients of InvestAcure. InvestAcure does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client’s accounts.

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

A. Code of Ethics

InvestAcure has implemented a Code of Ethics (the “Code”) that defines our fiduciary commitment to each Client. This Code applies to all persons associated with InvestAcure (our “Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client.

InvestAcure and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of InvestAcure's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us via our website at www.investacure.com.

B. Personal Trading with Material Interest

InvestAcure allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. InvestAcure does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. InvestAcure does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

InvestAcure allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by InvestAcure by conducting a coordinated review of personal accounts and the accounts of the Clients. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While InvestAcure allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will InvestAcure, or any Supervised Person of InvestAcure, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

InvestAcure does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will select the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize InvestAcure to direct trades to this Custodian as agreed in the Platform agreement. Further, InvestAcure does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where InvestAcure does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for execution and/or custodial services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a broker not recommended by InvestAcure. InvestAcure may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and location of the Custodian's offices.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **InvestAcure does not participate in soft dollar programs sponsored or offered by any broker-dealer.**

2. Brokerage Referrals - InvestAcure does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

3. Directed Brokerage - All Clients are serviced on a “directed brokerage basis”, where InvestAcure will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). InvestAcure will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. InvestAcure will execute its transactions through an unaffiliated broker-dealer selected by the Client. In most circumstances InvestAcure will not aggregate orders in a block trade or trades. However, in limited circumstances, InvestAcure may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple accounts in the same trading day.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Lawrence K. Pine, Chief Compliance Officer of InvestAcure. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client’s request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account. The Client is encouraged to notify InvestAcure if changes occur in the Client’s personal financial situation that might adversely affect the Client’s investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian’s website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client’s account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by InvestAcure

InvestAcure is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. InvestAcure does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. InvestAcure may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, InvestAcure may receive non-compensated referrals of new Clients from various third-parties.

B. Client Referrals from Solicitors

InvestAcure does not engage paid solicitors for Client referrals.

Item 15 – Custody

InvestAcure does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct InvestAcure to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by InvestAcure to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

Item 16 – Investment Discretion

InvestAcure generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to guidelines or limitation based on the specified disease field set forth by the Client and agreed to by InvestAcure. Discretionary authority will be authorized by the Client's execution of a Platform agreement containing all applicable limitations to such authority.

Item 17 – Voting Client Securities

InvestAcure does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither InvestAcure, nor its management, have any adverse financial situations that would reasonably impair the ability of InvestAcure to meet all obligations to its Clients. Neither InvestAcure, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. InvestAcure is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

Privacy Policy

Effective: March 26, 2018

Our Commitment to You

InvestAcure, LLC ("InvestAcure" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. InvestAcure (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

InvestAcure does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes InvestAcure does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where InvestAcure or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients InvestAcure does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at via our website at www.investacure.com.