



Stackin Financial, LLC

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Stackin Financial, LLC Wrap Fee Program Brochure
March 29, 2020

This wrap fee brochure provides information about the qualifications and business practices of Stackin Financial, LLC. If you have any questions about the contents of this brochure, please contact us at (877) 391-0520 or hey@startstackin.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 Stackin Financial, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

Stackin Financial LLC's registration as an investment adviser does not imply a certain level of skill or training, but only indicates that Stackin Financial, LLC has registered its business with federal regulatory authorities, including the United States Securities and Exchange Commission (Stackin Financial, LLC CRD#: 300433)

Item 2 Material Changes

Last Annual Update: N/A

Summary of Material Changes

This section will be updated as required in the event any material changes are made to the Stackin Financial, LLC Firm Brochure (the “Brochure”): This Brochure, dated March 29, 2020, is filed as an annual update to the Form ADV Part 2A.

Delivery Requirements

Stackin Financial, LLC will provide a summary of material changes to this Brochure to its Clients at least annually, within 120 days of its fiscal year end. Furthermore, Stackin Financial, LLC will provide its Clients with other interim disclosures about material changes as necessary.

A complete copy of Form ADV may be requested free of charge by contacting Stackin Financial, LLC by telephone (877) 391-0520 or by email at hey@startstackin.com.

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Item 4 Services, Fees and Compensation

Firm Description

Stackin Financial, LLC (hereinafter referred to as “Stackin”, the “Firm”, “we”, “us”, “our”) is a Delaware limited liability company with its principal office located in Venice, California and has been a registered investment adviser since 2019. The Firm is wholly owned by Stackin, Inc., a privately held Corporation organized under the laws of the state of Delaware, and is also located in Venice, California. Stackin provides investment advisory services for Client accounts exclusively through an investment services technology platform (the “Platform”).

Stackin, Inc. is a technology company that owns and maintains the Platform through which advisory Clients receive investment recommendations. Stackin, Inc. offers content creation services that educate and inform users on common themes and general knowledge of investing. The company distributes its content in the form of short videos through a network of social media platforms.

The principal owners of Stackin, Inc. are Scott Grimes and Kyle Arbaugh.

Advisory Service

All investment activities, including a wrap fee program, and recommendations are provided directly by Stackin and Clients execute trades at their own will.

Stackin offers non-discretionary investment recommendations and advisory services to individual investors. Stackin interacts with investment advisory Clients (each a “Client”, “Client Account”, and collectively, “Clients”, “Client Accounts”) as well as prospective Clients of the Firm solely through an investment services technology platform. This Brochure describes the wrap fee program offered by Stackin that consolidates or “wraps” non-discretionary investment advisory services, brokerage, custody, clearance, and settlement as well as other administrative services together and charges a single inclusive fee (such program, the “Program”). We do this exclusively through web-based and application-based solutions, and informational resources. This technology platform is owned and maintained by Stackin’s parent company, Stackin, Inc., and will be available for access or download directly from the Firm’s website or through a mobile device application store.

Stackin does not offer financial planning services, tax, accounting, or legal advice.

Stackin utilizes the Platform (an online platform) to collect information with respect to each Client and prospective Client and to deliver account notifications and content, and to provide Stackin investment recommendations [in the form of model portfolios]. Upon account opening (“Client Onboarding”), the Client will be

prompted to complete a series of questions that will be used, in combination with other available Client information collected through the Platform prior to and/or after account opening including banking information, to deliver a particular model investment portfolio. These questions are important to the development of any investment recommendations. The responses to these questions will categorize each investment advisory Client into one of four categories: (1) Aggressive, (2) Growth, (3) Moderate, or (4) Conservative.

Each category of investment advisory Client will be presented with a model investment portfolio recommendation. Stackin's algorithm recommends a portfolio comprised of one, or more, exchange-trade-funds ("ETFs"). The recommendation will be delivered for viewing over the Internet via our website and a copy will be sent via email. Each Client is responsible for ultimately deciding whether to accept and act upon the recommendation. Client Onboarding is only complete once a Client has linked his/her/their bank account ("Funding Account") and only when Client Onboarding is complete will a Client have the availability to act upon the recommendation.

Stackin's model portfolios do not hold individual stocks or bond. These portfolios include primarily ETFs. Stackin does not engage in general market-timing, or specific timing of economic cycles, asset or sector classes, or individual securities.

Clients should consider that Stackin primarily uses electronic (not telephonic) means to provide customer support. To receive customer support, Clients may contact us using email or through the online interface. Clients and prospective Clients should be comfortable communicating through those channels. Further, any customer support is educational in nature only. Even although the algorithms that manage Client accounts are overseen, monitored, and updated by investment advisory personnel, Clients will not interact directly with such investment advisory personnel. Stackin reserves the right to deny any prospective Clients access to the Stackin investment advisory Client Platform and to terminate Stackin Client accounts for reasons related, but not limited, to unsuitability and/or if Clients fail to timely maintain financial and other information previously provided by the Client on the Platform or update this information on at least an annual basis.

A Client's failure to timely update this information could materially impact the quality and applicability of Stackin's advice and recommendations.

Interested parties must access our secure website or mobile device application store where they are offered our current Firm brochure that describes our advisory Firm, its services, potential fees, etc., as well as any material conflicts of interest that could be reasonably expected to impair the rendering of unbiased and objective advice.

During the Stackin account opening process, the investment advisory Client will also be prompted to simultaneously open a brokerage account held by the designated custodian in order to execute any trades.

At any time, Clients may terminate an account, or withdraw all or part of an account. See below (Fees and Compensation) for more information regarding fees, including withdrawal/administrative charges.

Brokerage Practices

Clients are under no obligation to act on the recommendations of Stackin. However, under the terms of the investment advisory agreement, Clients will be required to enter into a separate agreement with, and must authorize and instruct Stackin to direct brokerage transactions for Client assets to, DriveWealth, LLC ("DriveWealth"). DriveWealth is a FINRA registered broker-dealer and member of SIPC, which provides trade execution and clearing services in addition to brokerage and custody services. DriveWealth custodies omnibus with Electronic Transaction Clearing, Inc. ("ETC Clearing"). Order routing is accomplished using a third-party technology platform, Wealth Technologies, Inc., a technological service provider that transmits orders to DriveWealth at Stackin's direction.

Stackin executes trades through DriveWealth in recognition of the value of the brokerage and other services that DriveWealth provides, both directly and through DriveWealth's clearing agreement with ETC Clearing. The factors that Stackin considers in designating DriveWealth as approved broker include, but are not limited to: execution capability and available liquidity; timing and size of particular orders; commission rates; responsiveness; trading experience; reputation, integrity and fairness in resolving disputes; quality of application programming interfaces and technology; and other factors. Clients should understand that not all investment advisers recommend, request, or require their Clients to direct brokerage. However, the direction to trade through DriveWealth is part of the overall structure of the Stackin service because DriveWealth provides access to certain capabilities such as the ability to trade fractional shares and facilitate the dollar cash back feature that are integral to the advisory services Stackin provides.

Stackin also believes that the direction to trade through DriveWealth is reasonable in light of the fact that Clients do not pay brokerage execution fees in connection with their relationship to Stackin. Brokerage and execution fees are negotiated and paid by Stackin.

Stackin will monitor the execution quality provided by DriveWealth and will periodically reevaluate the quality and cost of DriveWealth's brokerage services in accordance with Stackin's overall responsibilities, but it will not select broker-dealers or evaluate best execution in terms of any particular transaction. Instead, all trades will be placed with DriveWealth. By directing brokerage through DriveWealth, Stackin will not always be able to obtain the most favorable execution for Client transactions and it is possible that Clients will pay higher transaction costs or receive less favorable net prices as a result of the decision to direct brokerage to

DriveWealth. It is possible that the prices, commissions, other execution costs, and transaction charges for trades directed through DriveWealth will not be as favorable as those that would be obtained if trades were placed through another broker-dealer. However, as noted above, Clients do not pay brokerage execution costs associated with transactions in their accounts since brokerage and execution fees are negotiated and paid by Stackin. Stackin has an incentive to negotiate favorable brokerage execution costs that will permit Stackin to continue to offer its Clients a competitively priced service.

As of the date of this Brochure, Stackin does not engage in any “soft dollar” practices involving the receipt of research or other brokerage services in relation to Client commission money, nor does Stackin receive any research or other products in connection with Client transactions. Stackin also does not use Client advisory fees to compensate or otherwise reward any brokers for Client referrals.

Electronic Deposits

Electronic deposits to your DriveWealth account via ACH will typically take 1-4 Business Days to clear. ACH deposits must remain in your account for a minimum of nine calendar (9) days after the funds clear prior to being able to withdraw. Other restrictions may apply if fraud or other potential anti-money laundering concerns are raised.

Aggregation & Allocation

Stackin currently will not aggregate or combine Client orders. Client transactions will be executed according to DriveWealth’s Fractional Share Disclosure below.

DriveWealth’s Fractional Shares Disclosure

DriveWealth’s unique Fractional share program allows you to purchase securities in dollar amounts rather than share quantities. Please be advised that trading in fractional shares has unique risks and limitations that you should understand prior to participation in DriveWealth’s Fractional Share Program.

DriveWealth rounds the amount of fractional shares you can purchase and own in your account down to the nearest four decimal places. This may affect your purchase of a fixed dollar amount order. For example, if you order \$100 of a security, your transaction may not total exactly \$100 due to rounding (it could be a penny less, but would never be more than the order amount, prior to commission charges).

Rounding may also affect your ability to be credited for cash dividends, stock dividends and stock splits. For example, if you own .0001 of a share of stock that pays a one cent dividend per share, DriveWealth will not credit your cash balance a fraction of a cent.

DriveWealth will only accept market orders for fractional shares at this time.

DriveWealth executes the full share portion of customer orders on an agency basis, routing them to market centers. To satisfy your fractional share portion of order, DriveWealth will sell to you from our account, on a principal basis, at the National Best Bid or Offer (“NBBO”) as of the time of your order. Thus any order that is for both full and fractional shares will be executed in a mixed capacity: part as agent, part as principal. The compensation will be the same rate charged full share orders. DriveWealth may make a profit or incur a loss on the fractional share trade.

DriveWealth may execute your fractional share orders on a principal or riskless principal basis. In the event we are acting as principal, we will trade with you at the then current NBBO. If we act as riskless principal, we will trade with you at the price we received in the market. Your confirmation will disclose how we acted.

If you enter an order solely for a fractional share, DriveWealth will execute your trade against its proprietary account at the then current NBBO. Orders entered outside of regular trading hours cannot be executed.

Transfer of Fractional Shares: Fractional shares are not transferrable. If you close your account or transfer your account to another firm, the fractional share will need to be liquidated, resulting in potential commission charges. Fractional shares cannot be put into certificate form and mailed. They will need to be sold. The commission charge for liquidation may match the value of the fractional share if less than our minimum commission.

Voting Rights Holders of fractional shares will not have voting rights for the fraction of a share owned, even if more than .50 shares are long in your account.

Fees and Compensation

For their investment advisory services, Stackin will require each investment advisory Client to execute a Stackin Financial Investment Advisory Agreement (“Advisory Agreement”) and will charge their investment advisory Clients a monthly per-account fee (“Advisory Fee” or “Wrap Fee”) in order to establish and maintain each Client account. Stackin’s advisory fee is structured as a “wrap” fee, which is a single per-account fee that covers the investment advisory services provided by Stackin and the custody, administrative, and brokerage services provided by DriveWealth. The Advisory Fee will include: a) investment advisory services, account establishment and maintenance fees and b) account establishment and maintenance fees, custodial and brokerage fees charged by the Firm’s custodian. The Client account will be charged the Advisory Fee through the electronic application on a monthly basis.

By participating in a wrap fee program, Clients may end up paying more or less than they would through a non-wrap fee program where a lower advisory fee may be charged, but the executing broker passes trade execution costs directly through to the Client, which could be incurred at a higher cost. In that scenario, Clients would be responsible for any other fees charged by other parties including DriveWealth. Clients could also invest in ETFs and/or stocks directly without Stackin's or any other adviser's services. In these instances, Clients would not receive the services provided by the adviser that are designed, among other things, to assist in determining which investment recommendations are appropriate for the Client.

The Stackin Advisory Fee includes most of the investment expenses that are typically paid by investors, such as: account establishment/maintenance expenses, investment advisory fees, and brokerage fees. Expenses that are excluded from the Advisory Fee and for which Clients are independently responsible, if incurred, are listed below under Additional Client Fees.

The amount of the Advisory Fee is based upon the value of the applicable Client account and the minimum Advisory Fee will be no less than \$2.00 per month to maintain a Client account.

Whether due to contributed capital or investment performance, the following Advisory Fee schedule will be applied to each Client account based on its assets:

Account Value	Advisory Fee (monthly)
\$0 to \$5,000	\$2.00
\$5,001 to \$10,000	\$4.00
\$10,001 to \$20,000	\$10.00
\$20,001 to \$100,000	\$20.00
\$100,001 to \$200,000	\$30.00
\$200,001 to \$300,000	\$40.00
\$300,001 to \$500,000	\$80.00
Above \$500,001	\$100.00

For the first monthly billing, the monthly fee shall be charged on the day of execution of the Stackin Financial Investment Advisory Client Agreement and/or when Client Onboarding is complete. For subsequent billings, the monthly billing period shall be the monthly anniversary of execution of this Agreement. For avoidance of doubt, if a Client executes this agreement on January 6th, the first Stackin Fee will be charged on that day, and then on February 6th of that year, March 6th of that year, and so on, as long as the Advisory Agreement remains in place. Should the monthly billings start on a 29th, 30th or 31st, Stackin reserves the right to charge the monthly fee on the first day of the month after the following month. For further clarification, if a Client monthly billings starts on August 31st, the

next payment will be October 1st given that September does not have 31 days. From there, the payments will be charged on the 1st of each month following October.

Unless otherwise agreed between the parties hereto, the Stackin Fee is payable monthly in advance and will be billed during the monthly period for which the services are performed. The Stackin Fee is determined based on the value of the assets in your Stackin Account on the last day of the immediately preceding billing period. Such value of the asset will determine which tier the Client falls under for the following period. In the event of the closure of your Stackin Account and termination of this Advisory Agreement, Stackin shall refund any and all pre-paid fees in excess of \$0.50, which is retained to cover administrative costs related to closing the account including, but not limited to, data entry on the part of employees of Stackin. Unearned pre-paid fees will be calculated and refunded based upon the number of days remaining in the applicable billing month (e.g., the number of days remaining in the calendar month in which the Stackin Account is closed).

The Stackin Fee shall be paid via a valid Payment Method one of either your Funding Account or your Stackin' Account as described below. You must provide us with a current, valid, accepted method of payment ("Payment Method"); the default Payment Method shall be your Funding Account. Stackin generally deducts the Stackin Fee from your Funding Account unless, to the extent possible, you have provided an alternative Payment Method such as a credit card or Venmo. However, Stackin or the Custodian, may, as necessary and in its sole discretion, sell securities in your Stackin Account to generate free cash in order to deduct the Stackin Fee from your Stackin Account.

Stackin reserves the right to discount or waive any fees associated with the Program in its sole discretion. In the event a Stackin Account balance falls below the Minimum Balance, Stackin may in its sole discretion deduct the entirety of the balance of the Stackin Account (whether such balance is in cash or securities) when such balance is less than the Stackin Fee in lieu of collecting the Stackin Fee otherwise due. To the extent applicable, you authorize and direct Stackin to deduct the Stackin Fee directly from your Funding Account, and/or Payment Method, to instruct the Custodian to sell, as necessary, securities in your Stackin Account and to transfer money out of your Stackin Account to pay Stackin the Stackin Fee and, if any, other fees due under or as described in this Advisory Agreement. To the extent that the Stackin Fee is deducted from your Stackin Account, such deduction will be reflected in the account statements provided to you by the Custodian.

You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Stackin Fee, that you owe pursuant to this Advisory Agreement. You are responsible for maintaining complete and accurate billing, Funding Account information, Payment Method and contact information with Stackin. You acknowledge that such fees may change from time to time and will be available on the Website and in the Brochure (as defined below). In the event of a change in fees, Stackin will provide you notice electronically on the Website. You

agree to check the Website regularly, or at least from time to time, for updates to the fees applicable to your Stackin Account.

Deduction of Fees from Client Accounts

The Client Account will be charged the Advisory Fee through the electronic application on a monthly basis. With specific Client authorization, we may transmit requests or automatically deduct the Advisory Fee from some Client accounts by billing the Clients' bank account or custodian directly. Stackin shall have no authority to initiate any withdrawal or otherwise to transfer any securities or money out of a Stackin Client account other than (i) fee deductions or (ii) in connection with the termination of a Stackin Client account pursuant to the terms and conditions of the investment advisory agreement.

Additional Client Fees

There are no sales loads, brokerage fees, mark-ups, mark-downs, spreads paid to market makers, or brokerage termination or account surrender fees associated with most of our programs. A Client may, however, incur certain separate charges imposed by DriveWealth such as: wire transfer and electronic fund fees, retirement account custodial or account termination fees, in addition to certain taxes on non-retirement brokerage accounts which will be described in the fee schedule that will be provided to the Client prior to account inception. A current list of these fees can be found below and at www.startstackin.com

Transfer Charges

- ACAT Out (USA) \$50.00 per Account*
- ACAT OUT (Intl.) \$100.00 per Account*
- ACAT Incoming Free
- *ACAT pass through fee \$0.10 per position (inbound and outbound)
- DWAC Transfer \$75.00 per position
- DTC Deliveries/ Receives \$15.00 per position
- DRS Transfer Incoming and Outgoing \$50.00 per position

Miscellaneous Charges

- Returned Checks \$20.00
- Check Stop Payments \$25.00
- Overnight Check Delivery \$20.00
- Returned Wire Transfers (applies to attempted third-party wires) \$25.00
- Tax Certification (W-8 Ben) \$5.00 per Account. One-time fee assessed at Account opening. Non-U.S. Accounts only.
- 1099 Request for Exempt Accounts \$50.00
- Tax Document Request (Fax and Regular Mail) \$25.00
- Physical Copy of Trade Confirmations \$3.00 per confirmation
- Physical Copy of Monthly Account Statements \$5.00 per statement
- Broker Assisted Trades (Phone Order) \$10 per transaction

Withdrawal/ Administrative Request Charges

- Paper Check / e-check (USD) \$3.00
- ACH Transfer \$0.25
- Outgoing Domestic Wire Transfer \$25.00
- Outgoing International Wire Transfer \$35.00

Pass-through Fees

- SEC Fee (sell side only): \$13.00 per million
- TAF Fee (sell side only): \$0.000119 per share (maximum of \$5.95 per trade)
- ADR Fee: Varies by ADR. Please see the specific prospectus for more details (note that ADRs are not included in to Company's current product offering)

Note: Additional Pass-through fees may be applicable. All pass-through fees are rounded up to the nearest penny and charged on a per transaction basis.

Margin Interest Charges

Not applicable. The current product contemplates establishing only cash accounts.

Please see Definitions at the end of this document for further details.

The ETFs in which a Client invests charge their own separate management fees and Clients bear other ETF expenses, as described in each ETF's prospectus. These fees and expenses are separate from, and in addition to, Stackin's fees

Fee Discounting

Stackin reserves the right, in its sole discretion, to negotiate, reduce or waive the advisory fee for certain Client accounts for any period of time determined by Stackin. In addition, Stackin may reduce or waive its fees for the accounts of some Clients without notice to, or fee adjustment for, other Clients. Published fees may be discounted at the discretion of a member of Stackin's management but they are not generally negotiable. For the benefit of discounting a Client's advisory fee, multiple Client accounts may be combined for the same individual Client, or two (2) or more Client accounts within the same family, or Client accounts where a family member has power of attorney over another family member's or incompetent person's Stackin account. Should account restrictions be substantially different for any two (2) or more household Client accounts, requiring different investment approaches/recommendations or operational requirements, the firm reserves the right to apply the fee schedule separately to each Client account.

Custody

Stackin does not have actual custody of Client funds or securities and does not provide custodial services to our Clients. Client funds and securities are maintained

at an independent qualified custodian as described in Item 4. Clients will receive statements directly from the qualified custodian at least quarterly. We urge Clients to carefully review those statements and compare the custodial records to the reports that we provide them. The information in our reports may vary from custodial statements due to accounting procedures, reporting dates or valuation methodologies of certain securities.

Each Client may receive account information by logging into its account through the Stackin website, in addition to the quarterly account statements electronically delivered by DriveWealth, LLC. Clients are urged to compare such DriveWealth account statements to the account information displayed through the Stackin website or through a mobile device application.

Item 5 Account Requirements and Types of Clients

Stackin offers investment advisory services to individuals.

The Program is available for, and provided to, individuals who are U.S. citizens, or lawful residents of the U.S. for tax purposes, who have a social security number or ITIN, are located in the United States, and maintain a checking account with a U.S. bank.

Clients and/or prospective Clients are required to successfully complete a new account application, including submitting various personally identifiable information.

Stackin may refuse to accept or manage Client accounts at any time.

Item 6 Portfolio Manager Selection and Evaluation

Stackin offers recommendations through its online technology and is set up to be directed by the Client. As previously discussed in Item 4 under Advisory Service, Stackin provides non-discretionary investment advisory services and does not exercise discretion over Stackin Client Accounts.

Clients should consider that Stackin's Platform is not designed to provide Clients with a comprehensive financial plan. Instead, Stackin provides non-discretionary recommendations to Clients on how to achieve discrete financial goals. These recommendations are highly dependent on receiving accurate information from the Client. If a Client provides Stackin with inaccurate or incomplete information or fails to update promptly the information provided to Stackin when the information changes, this would materially impact the quality and applicability of Stackin's recommendations. Stackin's recommendations are not based on, and do not consider, external accounts (even those that are sync'd to their Stackin account with

Stackin's online interface). In addition, there may also be other information that is not elicited by Stackin that could inform Stackin's advice if it were provided to Stackin .

Performance-Based Fees and Side-By-Side Management

Stackin does not charge advisory Clients fees based on a share of capital gains or capital appreciation of the assets in their accounts.

Methods of Analysis

Stackin uses a passive asset management style of investing to recommend a model portfolio of exchange traded funds (ETFs). Stackin model portfolio do not currently include individual stocks, bonds or actively managed mutual funds. ETFs are selected based on a combination of due diligence and analysis processes that take into consideration the evaluation of long-term issues related to the management of ETFs, both qualitatively and quantitatively. Stackin reviews the ETF products used in the model portfolios. Stackin generally considers ETF providers in the industry based on experience, market scale, competitive pricing and industry reputation. **Clients are advised that investing in securities involves risk of loss that they should be prepared to bear.** For information regarding the structure, fees, and risks associated with investing in ETFs, see the SEC's Investor Bulletin on ETFs: <https://www.sec.gov/servlet/sec/investor/alerts/etfs.pdf>.

The ETFs implemented in investment recommendations are analyzed based upon a number of factors including: risk adjusted returns, reputation of issuer, the correlation to underlying benchmark, volume and liquidity, asset size and demand, and the ETF cost and expense ratio.

Recommendations may be comprised using one or a combination of ETFs whose underlying holdings could include other ETFs, which in turn could include, among other investments, domestic and foreign fixed income, equity securities and cash.

Stackin does not engage in general market-timing, or specific timing of economic cycles, asset or sector classes, or individual securities.

Investment Strategies

Stackin does not actively manage Client accounts, and investors will only be provided with a recommendation that they either accept or reject. All Client accounts are self directed. Stackin's recommendations are furnished through its online technology. The investment advisory services are only offered through electronic means. Stackin does not interact with Client accounts in person, over the phone, in live chat or in any other manner.

Stackin employs a disciplined investment process which seeks to recommend an efficient portfolio for different levels of risk appetite. The recommendations are diversified across a wide mix of asset classes, geographies, major market sectors and segments to establish a long-term, balanced portfolio. Our recommendations offer a simple way to gain exposure to diversified core portfolios based on specific risk considerations.

Stackin's investment recommendations are primarily based on the following principles: (i) equities, as an asset class, have historically outperformed other broadly accessible and liquid asset classes over the long-term, (ii) adjusted for fees, lower cost passive investing (e.g., beta strategies), implemented using low-cost index-based ETFs that are rebalanced has the potential to outperform a portfolio of higher cost (e.g., alpha-seeking) active funds, (iii) fixed income assets may serve as a potential portfolio hedge against equity drawdown (i.e., negative returns), and (iv) diversification across asset classes may help to reduce the volatility of investment performance. Stackin employs a variety of methods and approaches when considering investments and making recommendations.

In order to meet its objective of providing Clients a user friendly access to investing, Stackin recommendations will be based on information collected by Stackin through the Platform including banking information and each Client's answers to the Stackin Financial Profile Questionnaire which is part of the sign-up process.

Clients are requested to provide information, which in combination with other available Client information collected through the Platform, guides Stackin in making a recommendation for that particular investor. The process weights Client responses to a series of questions and collected Client information points to make an investment recommendation through the use of an algorithm(s). The accuracy of the data provided by the Client is important to their investment recommendation. Stackin does not verify the information received from the Client and Stackin is expressly authorized to rely on information provided by the Client. Investment recommendation(s) is/are limited to account(s) of Clients maintained on the Stackin Platform and do not take into consideration accounts held outside of Stackin. Stackin does not take a Client's personal tax situation into consideration when managing portfolios. Clients should consult with their own tax advisor.

We currently offer only non-discretionary investment management services. Clients retain full investment discretion over the implementation of investment decisions of each recommendation. Clients are free to accept or reject any recommendation from Stackin.

As part of the sign-up process, Clients will be required to open a separate brokerage account with DriveWealth which will allow them to purchase any of the recommended securities. Stackin Clients can only process Client-directed trades in securities recommended as part of a model portion by Stackin through the Stackin

application. Clients may not make any other investments in their DriveWealth brokerage account at this time.

Any uninvested capital will be placed into money market funds or will remain in cash as directed by the Client.

Certain reports are available for Stackin' Clients when they access the (Stackin's) Platform, and Clients are granted access to the system as long as their account remains open with Stackin.

A Client's custodian provides the Client with periodic reports for the Client account through the Stackin Platform. In the event that Stackin provides performance reports, such reports shall be supplemental, and the Client acknowledges that the reporting is provided solely as an accommodation. Performance reports are for informational purposes only, and are not intended to replace statements and/or confirmations which are the official account records provided by the custodian of record. Clients will receive electronic account statements prepared by the custodian of record on at least a quarterly basis. Stackin does not create an account statement for Clients, and we urge Clients to carefully review statements they receive from the custodian of record for accuracy and clarity.

Certain risks of our recommendations are summarized below. Prospective Clients should carefully consider these risks before opening an Account with Stackin and are advised to consult their own legal and tax advisers about these risks.

Risk of Loss

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

You need to understand that investment recommendations made for your account by us are subject to various market, currency, economic, political and business risks. Despite our efforts, the investment recommendations we make for you will not always be profitable nor can we guarantee any level of performance. Stackin does not represent, warrant, or imply that the services or methods of analysis used can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from major losses due to market corrections or crashes. No guarantees are offered that Clients' goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Stackin will provide a better return than other investment strategies.

Investments in securities and other financial instruments involve risk of loss that investors must be prepared to bear. Below are certain risks associated with the strategies discussed above. This is a summary only. The specific risks applicable to a Client will depend upon various factors. A Stackin advisory account is not intended

to provide a complete investment program. ETFs may use investment techniques such as margin transactions, short sales, option transactions, forward and futures contracts, and other derivatives trading, which may increase the risk of losses. Stackin does not have any responsibility for, involvement with or control over any third party investment manager's investments or other activities.

Following are some of the risks associated with Stackin's strategies:

Exchange Traded Funds ("ETF") Risks

The risk of owning ETFs reflect the risks of their underlying securities (e.g., stocks, bonds, etc.). ETFs also carry additional expenses based on their share of operating expenses and certain brokerage fees, which may result in the potential duplication of certain fees, as discussed below.

Stackin asset selection process seeks to identify ETFs which exhibit high liquidity, low expenses, and low tracking error. Stackin's selection process does not guarantee the quality of a particular ETF or that it will (1) be profitable, (2) properly track any comparable index, (3) trade in a liquid fashion, or (4) trade at or above its publicly-posted net asset value. Stackin reserves the right to change the selection of ETFs it recommends at any time. The Client should be aware that the sale of existing holdings are at the sole discretion of the Client, due to changes in the selection of ETFs that Stackin recommends, and may subject the Client to additional tax liability.

As noted above, ETFs are subject to substantially the same risks as those associated with the direct ownership of the underlying securities owned by the ETF. An ETF is a type of investment vehicle that attempts to achieve a return similar to a set benchmark or index or, in some cases, is actively managed. The value of the investment held by an ETF will fluctuate in response to the performance of the underlying index or securities. ETFs can be bought and sold throughout the day like stocks, and their prices can fluctuate throughout the day. During times of extreme market volatility, ETF pricing may lag versus the actual underlying asset values. This lag usually resolves itself in a short period of time (usually less than one day); however, there is no guarantee this relationship will always exist. While ETFs generally provide diversification, risks can be significantly increased for funds concentrated in a particular sector of the market, or that primarily invest in small cap or speculative companies, use leverage (i.e., borrow money) to a significant degree, or concentrate in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs incur investment advisory and other fees that are separate from those fees charged by Stackin. This results in Clients bearing 2 layers of fees and expenses. As a result, the cost of the investment strategy will be higher than the cost of investing directly in ETFs.

Clients need to remember that past performance is no guarantee of future results. All ETFs 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.

Market Risk

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad.

Domestic Equity Market Risks

Under strategies utilizing equity securities, the portfolios are subject to the risk that stock prices may fall over short or extended periods of time. Individual companies may report poor results or be negatively affected by industry and/or economic trends and developments. The prices of securities issued by such companies may suffer a decline in response. These factors contribute to price volatility, which is the principal risk of investing in equity securities.

Non-U.S. Investment Risk

Non-U.S. investments often involve special risks not present in U.S. investments that can increase the chance of losing money. These risks include risks associated with non-U.S. custodians and depositories and changes in currency exchange rates. In addition, non-U.S. investments may be subject to less politically and economically stable environments with a greater likelihood of abrupt changes to government regulation than in the U.S.

Emerging Market Risk

Emerging markets are riskier than more developed markets because they tend to develop unevenly and may never fully develop. Investments in emerging markets may be considered speculative.

Fixed Income Risks

Under strategies utilizing debt securities, changes in interest rates could affect the value of a Client's investment. Rising interest rates tend to cause the prices of debt securities (especially those with longer maturities) to fall. Rising interest rates may also cause issuers to pay off mortgage-backed and asset-backed securities later than anticipated, forcing the portfolio to keep its money invested at lower rates. Falling interest rates, however, generally cause investors to pay off mortgage-backed and asset-backed securities earlier than expected, forcing the portfolio to reinvest the money at a lower interest rate.

The concept of duration is useful in assessing the sensitivity of a fixed income portfolio to interest rate movements, which are the main source of risk for most

fixed income securities. Duration measures price volatility by estimating the change in price of a debt security for a 1% change in its yield. For example, duration of five years means the price of a debt security will change about 5% for every 1% change in its yield. Thus, the higher the duration, the more volatile the security.

Debt securities have a stated maturity date when the issuer must repay the principal amount of the bond. Some debt securities, known as callable bonds, may repay the principal earlier than the stated maturity date. Debt securities are most likely to be called when interest rates are falling because the issuer can refinance at a lower rate.

The credit rating or financial condition of an issuer may affect the value of a debt security. Generally, the lower the quality rating of a security, the greater the risk that the issuer will fail to pay interest fully and return principal in a timely manner. The issuer of an investment-grade security is more likely to pay interest and repay principal than an issuer of a lower rated bond. Credit ratings are not an absolute standard of quality, but rather general indicators that reflect only the view of the originating rating agencies from which an explanation of the significance of such ratings may be obtained. If an issuer defaults or becomes unable to honor its financial obligations, the security may lose some or all of its value.

High yield or “junk” bonds are highly speculative securities that are usually issued by smaller, less credit worthy and/or highly leveraged (indebted) companies. Compared with investment-grade bonds, high yield bonds carry a greater degree of risk and are less likely to make payments of interest and principal. Market developments and the financial and business conditions of the corporation issuing these securities influences their price and liquidity more than changes in interest rates, when compared to investment-grade debt securities. Insufficient liquidity in the junk bond market may make it more difficult to dispose of junk bonds and may cause the portfolio to experience sudden and substantial price declines.

Liquidity Risks

Liquidity risk exists when particular investments are difficult to purchase or sell. Client portfolios may face additional liquidity risk given that some of the ETFs in the portfolios are smaller and trade less frequently.

Dollar-Based Transactions and Fractional Shares

A Fractional share program allows Clients to purchase securities in dollar amounts rather than share quantities. Trading in fractional shares has unique risks and limitations that Clients should understand prior to participation in such Program. Fractional shares may not be liquid. Fractional shares are not transferrable. In the event of an account closing or transfer to another firm, the fractional shares will likely need to be liquidated, resulting in potential fees. Fractional shares cannot be put into certificate form and mailed. Holders of fractional shares will not have voting

rights for the fraction of a share owned, even if more than .50 shares are in their account.

Investment Strategy and Method of Analysis Material Risks

We cannot guarantee that an investment objective or planning goal will be achieved. As an investor, each Client must be able to bear the risk of loss that is associated with their account, which may include the loss of some or all principal invested

Company Risk

When investing in securities, there is always a certain level of company or industry-specific risk that is inherent in each company or issuer. For example, there is the risk that a company will perform poorly or have its value reduced based on factors specific to the company or its industry. This is also referred to as unsystematic risk and can be reduced or mitigated through diversification.

Financial Risk

Excessive borrowing to finance a business operation increases profitability risk because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Fundamental Analysis

The challenges involving fundamental analyses include situations wherein information obtained may be incorrect; the analysis may not provide an accurate estimate of earnings which may be the basis for a security's value. If a security's price adjusts rapidly to new information, a fundamental analysis may result in unfavorable performance.

Inflation Risk

When any type of inflation is present, a dollar today will not buy as much as a dollar next year because purchasing power is eroding at the rate of inflation.

Management Risk

An investment with a firm varies with the success and failure of the management of its investment strategies, research, analysis and determination of its portfolio. If an investment strategy were not to produce expected returns, the value of the investment would decrease.

Use of Algorithms

Stackin incorporates computer-based technology to make investment recommendations primarily through the use of algorithms. Changes to the algorithmic code could have material effects on Client account portfolio recommendations. Stackin's algorithms may not perform as intended for a variety of reasons, including but not limited to incorrect assumptions, changes in the market, and/or changes to data inputs. Stackin may modify periodically these algorithms, or a computer system's code or underlying assumptions, and these changes may have unintended consequences. Additional information regarding relevant considerations for Clients considering an automated digital investment advisory program (sometimes referred to as a "robo advisor") is contained in the Investor Bulletin from the Securities and Exchange Commission available at https://www.sec.gov/oiea/investor-alerts-bulletins/ib_robo-advisers.html.

Cybersecurity Risk

The information and technology systems of Stackin and its affiliates, as well as of key service providers, including third-party vendors, central agents, exchanges, clearing houses, and other financial institutions (including DriveWealth), are vulnerable to potential damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Stackin, and thus indirectly the Stackin Client Accounts, could be adversely impacted if any of the aforementioned parties is the subject of a cyber-attack or other information security event. Although the Adviser has (directly or through its affiliates) implemented various measures designed to seek to manage risks relating to these types of events, if these systems are compromised, become inoperable for extended periods of time or cease to function properly, it may be necessary for the Adviser or a service provider to make a significant investment to fix or replace them and to seek to remedy the effect of such issues. The failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in Stackin's ability to transact business on behalf of Stackin Client Accounts and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information. While many investment advisers are subject to the same or similar risks in respect of their operations, these risks are particularly acute with respect to Stackin due to Stackin's fundamental dependence on technology.

Research Data

When research and analyses are based on commercially available software, rating services, general market and financial information, or due diligence reviews, a firm is relying on the accuracy and validity of the information or capabilities provided by selected vendors, rating services, market data, and the issuers themselves. Therefore, while our firm makes efforts to determine the accuracy of the information received, we cannot predict the outcome of events or actions taken or

not taken, or the validity of all information researched or provided which may or may not affect the advice regarding or investment management of an account.

Hypothetical Performance and Projected Returns

Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. It is possible that any of those assumptions, including retirement age, may prove not to be accurate. In addition, performance of any Investment, a Stackin Client Account, or other accounts or investment portfolios may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any investment may not materialize.

Limited Nature of the Recommendations

The use of algorithms carries the risk that changes to the algorithm's code may not have the desired effect with respect to Client accounts. While this risk increases if changes to an algorithm are insufficiently tested prior to implementation, even extensively tested changes may not produce the desired effect over time. The Platform relies on a limited universe of inputs to generate a model portfolio for each Client (a "Recommendation") from a limited universe of possible outputs. In particular, the Platform currently generates Recommendations based on a Client's responses to questions relating to risk tolerance and investment time horizon, in each case as provided by the Client through the Platform. Stackin does not verify the completeness or accuracy of such information or consider any information regarding outside assets, concentration, debt, or other accounts a Client may have with Stackin, any of its affiliates, or with any third party. The Platform assumes that each combination of relevant responses maps to a particular combination of Recommendations available in the service. And each Client may, subject to the procedures and limitations described above, select any combination of investments and/or allocations made available to them through the Platform. The functionality of the Platform is partly dependent upon information provided by the third-party custodian, DriveWealth, and other external sources, meaning that performance of the Platform could be impacted by issues with the delivery or the accuracy of the information provided.

Limited Nature and Scope of the Service

The service does not provide comprehensive financial or tax planning or legal advice. Clients should seek the advice and counsel of their own tax, financial, and legal advisers. Stackin does only advises individual investors. We do not provide investment advice to IRA or tax exempt investors. Neither Stackin nor any of its affiliates is responsible for establishing or maintaining any Stackin Client account's

compliance with the requirements of the Internal Revenue Code for a Traditional IRA or Roth IRA, or any other type of account that may be offered through the service or determining any Client's individual tax treatment regarding such account. Furthermore, neither Stackin nor any of its affiliates is responsible for withholding any tax penalties that may apply to Stackin Clients' Accounts or for any state or federal income tax withholding, except as may otherwise be required by applicable law. Stackin Recommendations are limited based on the information Clients provide through the Platform, the limitations of which are further discussed above. Clients should take into consideration the limited nature of the service in evaluating the Recommendations provided through the Platform. Furthermore, the service: (a) is not a complete investment service; (b) does not account for multiple investment goals; (c) does not consider outside assets, concentration, debt, or other accounts a Client may have with Stackin, any of its affiliates, or with any third party; (d) offers a limited number of investments, allocations, and general recommendations (e) may not be suitable for all investors; and (f) relies on the information provided by Clients in providing investment advice, and does not verify the completeness or accuracy of such information. There could be one or more products available in the investment community that are more appropriate than the investment products made available through the Platform. Given the inherent limitations of the service, Clients should carefully consider whether the service is the right investment solution for their savings and investing needs.

Index Investing

Index investing may have the potential to be affected by "active risk" (or "tracking error risk"), which might be defined as a deviation from a stated benchmark. If a portfolio attempts to closely replicate a stated benchmark, the source of the tracking error or deviation may come from a satellite portfolio or position, or from a "sample" or "optimized" index fund or ETF that may not as closely align the stated benchmark.

Regulatory Changes

It is possible that changes in applicable laws and regulations may affect Stackin's operations. In addition, a number of substantial regulatory changes are pending or in the process of changing. However, the consequences of additional regulation on the liquidity of markets and the functioning of the service (and, possibly, on Stackin itself) cannot be predicted and may materially affect the investment advisory services offered by Stackin.

Taxes

You are responsible for all tax liabilities and tax-return filing obligations arising from the transactions in your Stackin Client Account or any other investment advice offered by Stackin. We do not, and will not, offer tax advice to you and we strongly

encourage you to seek the advice of a qualified tax professional. You should also understand that we are not responsible for attempting to obtain any tax credit or similar item or preparing and filing any legal document (including, but not limited to, proofs of claim) on your behalf. Rebalancing, liquidations, redemptions, and other changes to Investments available under the service may cause you to recognize taxable gains or losses (and you may be obligated to pay other charges), and any other resulting tax liabilities and tax-return filing obligation will be solely your responsibility.

Voting Client Securities

Stackin does not have, and will not accept, authority to vote Client securities. Generally, Clients receive their proxies or other solicitations directly from their custodial broker-dealer or a transfer agent, as applicable, and should direct any inquiries regarding such proxies or other solicitations directly to the sender.

Item 7 Client Information Provided to Portfolio Managers

Stackin, offers non-discretionary investment recommendations through the Firm's online platform. Therefore, there are no portfolio managers with whom Stackin provides Client information.

Item 8 Client Contact with Portfolio Managers

Stackin provides investment advisory services on a non-discretionary basis. Clients are under no obligation to accept or follow any recommendations made by Stackin and Stackin does not have any discretion over Client assets or accounts with respect to implementing any recommendations or investment advice. Clients execute trades at their own will. Please see Item 4 of this Brochure for a full description of the investment advisory services.

The Stackin investment services technology platform is provided through an automated interactive web-based platform where communications are carried out electronically. Clients do not communicate directly with a portfolio manager. Stackin collects information about the Client's financial circumstances, goals, and objectives through this Platform to offer an investment recommendation to the Client. Clients should update their information on the Stackin Platform if their financial condition or other information provided changes so that they may review any subsequent alternative investment recommendation that may be provided via the Platform. Stackin relies upon the accuracy of the information entered by the Client when proposing an investment recommendation. The investment recommendation may not be suitable if the Client has provided incorrect or out-of-date information.

Information regarding a Client's portfolio holding(s) will be available to Clients through Stackin's Platform. Clients may contact Stackin by email or phone during its business hours with questions about the service or service functionality.

Item 9 Additional Information

Disciplinary Information

Like all registered investment advisers, Stackin is obligated to disclose any disciplinary event that might be material to any Client when evaluating Stackin's services.

Neither Stackin nor any of its supervised persons has ever been subject to legal or disciplinary events that would be material to a Client's or prospective Client's evaluation of Stackin's advisory business or the integrity of Stackin's management

Other Financial Industry Activities and Affiliations

A. Neither Stackin nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

B. Neither Stackin nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Neither Stackin nor any of its management persons, other than what may be disclosed in the ownership and/or indirect ownership sections of the ADV, is, or has, a material relationship with any of the following types of entities:

- broker-dealer, municipal securities dealer, or government securities dealer or broker
- investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
- other investment adviser or financial planner
- futures commission merchant, commodity pool operator, or commodity trading advisor
- banking or thrift institution
- accountant or accounting firm
- lawyer or law firm
- insurance company or agency

- pension consultant
- real estate broker or dealer
- sponsor or syndicator of limited partnerships.

Code of Ethics, Participation in Client Transactions and Personal Trading

Stackin's ethical and legal duty is to act at all times as a fiduciary to its Clients. This means that Stackin puts the interests of its Clients ahead of its own, and seeks to manage any perceived or actual conflict of interest that may arise in relation to its advisory services. Stackin has adopted a Code of Ethics ("COE"), which is designed to ensure that it meets its fiduciary obligation to Clients, enhances its culture of compliance within the firm, and detects and prevents any violations of securities laws. Stackin's COE establishes standards of conduct for Stackin's officers and employees ("Supervised Persons" as defined in the COE) and is consistent with the Code of Ethics requirements of Rule 204A-1 under the Investment Advisers Act of 1940, as amended. The COE includes general requirements that all Supervised Persons comply with their fiduciary obligations to Clients and applicable securities laws, and also contains specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest, and confidentiality of Client information. Stackin's COE will be provided to any Client or prospective Client upon request.

Stackin and its affiliates and their related persons may participate or have an interest in Client transactions as described below.

Stackin and its employees may purchase, sell, or otherwise enter into transactions for their own accounts in securities and other instruments. Prior to, or simultaneously with, or after such transactions, Stackin may, for its Clients, recommend the purchase or sale or other transactions involving any of these same securities or other instruments, and any related securities or instruments (including securities issued by the same issuer, options on such securities or instruments, and instruments convertible into such securities or instruments). Stackin has adopted the Code of Ethics discussed above to address potential conflicts. Subject to certain restriction, Stackin and its affiliates and each of their employees personally may at any time hold, acquire, increase, decrease, dispose of or otherwise deal with positions in investments in which a Client account may have an interest from time to time. Stackin has no obligation to recommend or acquire for a Client account a position in any security which it acquires or recommends on behalf of another Client, or which an employee acquires for his or her own account.

Stackin and its affiliates and their related persons are permitted to buy or sell securities that they also recommend to Clients. There is a possibility that employees might benefit from market activity by a Client in a security held by an employee. The Code is designed to mitigate potential conflicts of interest and improprieties,

including even the appearance of impropriety in employees' personal actions. The nature and timing of actions taken by one or more of Stackin's employees or by one or more of Stackin's affiliates, either for their own accounts or for the accounts of Clients, may differ from the nature and timing of actions taken by Stackin with respect to Client accounts.

Transactions effected for all Client accounts currently are not aggregated or combined Client orders, but executed according to DriveWealth's Fractional Share Disclosure, and are self directed by the Client, including Client accounts which are related person accounts. In all instances Stackin will act in the best interests of its Clients.

Review of Accounts

Stackin provides its Clients with access to their investment advisory account information via the internet or via its mobile phone application. DriveWealth, LLC, the Client's broker-dealer of all Client securities and custodian, is required to send account statements directly to Clients no less frequently than quarterly. These statements and reports will be sent directly by DriveWealth to Clients at their respective addresses of record or delivered electronically. DriveWealth makes account statements available via the Stackin mobile phone application. Clients may also receive periodic e-mail communications regarding their accounts.

On at least an annual basis, Stackin will contact each Client to request that the profile information previously provided be updated, if appropriate due to changes in circumstance. Stackin will review accounts periodically to identify any accounts with a balance below the minimum balance. However, Clients must promptly update the financial and other information they previously inputted through Stackin's website if any of financial or other information changes. A Client's failure to timely update this information could materially impact the quality and applicability of Stackin's advice and recommendations.

Client Referrals and Other Compensation

Stackin charges an investment advisory fee for the Stackin investment advisory services as detailed in Item 5. Only Clients provide an economic benefit to Stackin for providing investment advice. Stackin does not directly compensate or receive compensation from a person who is not Stackin's supervised person for Client referrals. Stackin is not an adviser to any private funds.

Privacy Policy, etc.

Stackin is committed to protecting our Clients' private information. The firm has policies and procedures designed to ensure that customer information is kept private and secure. We do not disclose any non-public personal information about

our customers or former customers 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 Stackin's Privacy Policy. In the course of servicing a Client account, Stackin may share some information with its service providers, such as transfer agents, custodians, broker-dealers, accountants, and attorneys.

Our privacy policy is provided for reference on our website at <https://www.startstackin.com/privacy-policy>. Both the Firm brochure and privacy policy statement are available to our Clients as well as prospective Clients in either PDF format for their download and/or may be printed on their own local printer.

Financial Information

Stackin does not require or solicit prepayment of fees by Clients six or more months in advance and is therefore not required to include a balance sheet for its most recent fiscal year Stackin is not aware of any financial condition reasonably likely to impair its ability to meet contractual commitments to Clients and has not been the subject of a bankruptcy petition at any time during the past ten years.

Definitions

American Depositary Receipt - ADR

An American depositary receipt (ADR) is a negotiable certificate issued by a U.S. bank representing a specified number of shares (or one share) in a foreign stock traded on a U.S. exchange.

Automated Customer Account Transfer (ACAT)

The transfer of securities from one account to another at a separate bank or brokerage. This may be done for any security or derivative: stocks, bonds, options, and futures may all be transferred via ACAT. However, each ACAT occurs over the Automated Customer Account Transfer System, which is only open to institutions eligible for membership in the National Securities Clearing Corporation and member banks of the Depository Trust Company.

Deposit/Withdrawal at Custodian (DWAC)

A computerized system on the DTCC for automatic transfers of cash and securities. This allows the DTCC to settle transactions more quickly and efficiently.

Depository Trust & Clearing Corporation (DTC)

A clearing house that is the largest security depository and post-trade financial services company in the world. Based in New York, the DTCC settles the large majority of securities transactions in the United States, totaling \$1.86 quadrillion in value in 2007. Along with its subsidiaries, the corporation provides services on mutual funds, insurance, corporate and municipal bonds, equities, mortgage- and government-backed securities, and various other derivatives.

Direct Registration System (DRS)

A system, sometimes referred to as DRS, that allows electronic direct registration of securities in an investor's name on the books for the transfer agent or issuer, and allows shares to be transferred between a transfer agent and broker electronically. DRS provides investors with a different way of holding their securities in certificate or street form. Under DRS, investors can elect to have their securities registered directly on the issuer's records in book-entry form. An investor electing to hold a security in a DRS book-entry position will receive a statement from the issuer or its transfer agent verifying ownership of the security. The investor can subsequently transfer electronically the DRS book-entry position to their bank or broker/dealer.

Automated Clearing House (ACH)

ACH stands for Automated Clearing House, which is a network that coordinates electronic payments and automated money transfers.

SEC Fee

The SEC fee is a nominal fee that was created by the [*Securities Exchange Act of 1934*](#) to be an additional transaction cost attached to the selling of exchange-listed equities. This fee is usually listed as a separate fee, independent of any associated brokerage commissions or fees. The SEC fee is more formally known as the Section 31 transaction fee in reference to Section 31 of the *Securities Exchange Act of 1934*.

TAF Fee

The Trading Activity Fee, or TAF, is one of the member regulatory fees FINRA assesses to recover the costs the supervising and regulating firms. This includes costs associated with performing examinations, financial monitoring, and FINRA's policy, rulemaking, interpretive, and enforcement activities