

Item 1: Cover Page

Beanstox Inc.

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Form ADV Part 2A
Appendix 1
Brochure

March 10, 2020

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

Item 2: Summary of Material Changes

Since our last update on March 28, 2019, the following material changes were made to this Brochure:

- Item 4: updated to include a more detailed description of the advisory services provided, including:
 - the use of a proprietary algorithm in recommending a Proposed Portfolio and managing Client Accounts;
 - how Client Information is used in the procurement of advisory services; and
 - changes and clarifications regarding fees.
- Item 5: the types of Clients accepted by Beanstox were narrowed and a minimum account size was imposed
- Item 6: further risk considerations were described
- Item 7: updated to describe the importance of providing updated Client Information
- Item 8: updated to more fully describe how Clients can expect to communicate with Beanstox

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Item 4: Services, Fees and Compensation

General Information

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

Program Description

Beanstox provides automated internet-based investment advisory services (the “**Program**”) available online through the Beanstox mobile application (the “App”). The Program provides individual investors with a simple and cost effective way to invest in United States (the “U.S.”) and international equity and bond markets through Exchange Traded Funds (an “ETF” or “ETFs”) using the App. All currency amounts set forth in this Brochure, the App, and the Beanstox website (the “Website”, and together with the App, the “**Platform**”) are in U.S. dollars.

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

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

Based on the Client Information, using its proprietary algorithm, Beanstox will recommend to Clients for review and approval a proposed portfolio (the “**Proposed Portfolio**”) derived from the various Model Portfolios in reliance on the Client Information.

The Proposed Portfolio establishes the target investment allocations. In order to begin the investment process, Clients must approve the Proposed Portfolio (the “**Approved Portfolio**” and collectively with the Model Portfolios and the Proposed Portfolios, the “**Portfolios**”). The Program is designed for investments in ETFs allocated so that the resulting holdings tend to replicate the Approved Portfolio over time.

Clients are not obligated to choose the Proposed Portfolio to be their Approved Portfolio. However, except as noted below, Clients can only approve or refuse a Proposed Portfolio and can only make one modification to a Proposed Portfolio. To make other adjustments to the Proposed Portfolio, using the

App, Clients will need to revise their Client Information, including their responses regarding financial profile and investment goals and risk tolerance. Clients are solely responsible for the approval of the Proposed Portfolio. Beanstox shall not have authority or discretion to select any Proposed Portfolio for Clients. It is Clients' responsibility to review and carefully consider the information available on the App about each of the Model Portfolios and the Proposed Portfolio, and their constituent ETFs, before approving a Proposed Portfolio.

Beanstox recommendations will not be based on any assets or liabilities outside the Portfolios (Beanstox does not take a Client's other assets into consideration for its assessment of diversification of Client's assets). Beanstox currently does not accept Clients' legacy investments from another investment account.

Notwithstanding the foregoing, a Client may exclude from a Proposed Portfolio any one of the ETFs that otherwise comprise the Proposed Portfolio if, after carefully reviewing and analyzing all pertinent information available on the Platform about the Proposed Portfolio, such Client concludes that he or she does not want to own any one of the ETFs in the Proposed Portfolio. A Client may request to exclude from or re-include in the Proposed Portfolio an ETF at any time by emailing support@beanstox.com. If a Client excludes an ETF from a Proposed Portfolio, the remaining ETFs in the Proposed Portfolio will be allocated relative to each other in the same proportions that they are allocated relative to each other in the Proposed Portfolio. Clients may not exclude more than one ETF in a Proposed Portfolio. Excluding an ETF from a Proposed Portfolio may adversely impact its performance. By excluding an ETF, Clients must understand that:

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

Generally, Clients with lower risk tolerance will be offered a Proposed Portfolio from the various Model Portfolios with lower risk profiles and lower expected returns. Clients expressing a set of short, medium, and long-term goals, will be provided a Proposed Portfolio that combines a set of Model Portfolios developed by Beanstox.

The Approved Portfolio will be implemented almost entirely using ETFs, with a small amount which may remain in cash. The Approved Portfolio's allocations will be adjusted periodically using cash inflows from dividends and additional Client funding and may also be adjusted if the Approved Portfolio's underlying asset allocations deviate by more than 20% from target allocations.

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

Fees

Beanstox is compensated for its advisory services through a monthly subscription tech fee of \$5.00/month (the “**Tech Fee**”). In the future, Beanstox may charge an annual asset management fee of 0.25% of the net market value of Client account balances of \$25,000 or more (the “**Variable Fee**”, and together with the Tech Fee, the “**Aggregate Fees**”). The Variable Fee is subject to change upon notice to Clients. Beanstox may apply reduced Aggregate Fees, including in connection with promotional programs, in its sole discretion.

The Aggregate Fees are part of a wrap fee program wherein investment advisory fees and most brokerage fees are bundled together. Clients will not be charged additional fees by Beanstox for costs associated with portfolio advisory services, custody, account maintenance and trade execution (except for those fees related to foreign exchange or third-party asset fees). Clients who request special or additional services may be charged for such services. Depending on numerous factors, including the volume and type of trading in a Client Account and the aggregate cost of custodial, trade execution, advisory, and other services that are provided to Clients, Beanstox’s wrap fee program may cost Clients more or less money than if the Client were to purchase such services separately away from Beanstox.

The Tech fee will be charged monthly at the end of each monthly anniversary of the account opening. The Variable Fee will apply for each month during which the monthly average net market value of a Client’s Account is \$25,000 or more and will be calculated, when applicable, as a prorated market value of a Client account’s average daily balance and charged monthly in arrears at the end of each monthly anniversary of the account opening. Beanstox will arrange for the automatic debit of applicable fees from a Client’s linked bank account for both the Tech fee and the Variable Fee, if applicable.

Although the fees are not negotiable, Beanstox may, at its sole discretion, waive a portion of its fees or offer fees to some Accounts that differ from the standard fee schedules referenced above. Client may be charged additional fees for reimbursement of non-advisory expenses such as insufficient funds charges.

The ETFs in which a Client’s assets are invested charge their own separate management fees and bear other expenses, as described in each fund’s prospectus. These fees are not part of Beanstox’s wrap fee program. Beanstox receives no portion of these fees, and these fees are separate from, and in addition to, Beanstox’s Aggregate Fees.

Brokerage

If you choose to participate in the Program, you will be required to delegate to Beanstox the selection of service providers for brokerage and custody services. Beanstox has entered into an agreement with DriveWealth, LLC (the “**Carrying Broker**”) to provide broker-dealer and custodial services for Beanstox accounts. As part of the account opening process, Clients enter into a separate brokerage agreement with the Carrying Broker (the “**Brokerage Agreement**”). A detailed description of fees of, and services provided by, the Carrying Broker are set out in the Brokerage Agreement. Additionally, the Beanstox Advisory Agreement authorizes and directs Beanstox to place all trades for your Beanstox accounts through the Carrying Broker. Beanstox does not receive payment for order flow related to these orders. The Carrying Broker is ultimately responsible for trade confirmations and Client statements. Beanstox independently confirms that the information found in the Carrying Broker Client statements matches information in Beanstox’s internal database.

Beanstox will generally aim to initiate all trade orders in a timely manner, however Clients should be aware that at times orders execution may be delayed either due to market conditions or to permit bundling of trades in order to achieve scale and cost efficiencies. Under these instances, Beanstox reserves the right to delay trade executions at its discretion.

Item 5: Account Requirements and Types of Clients

The Program is only available to individual investors who are residents of the U.S.

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

Client deposits must remain in a Client's account for a minimum of thirty (30) 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.

Item 6: Portfolio Manager Selection and Evaluation

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

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

Beanstox uses a proprietary algorithm to manage Client Accounts. The algorithm was developed in conjunction with a third-party service provider. The algorithm generates Proposed Portfolios based on the Client Information. Client Accounts are invested and rebalanced by the algorithm.

Generally, Beanstox personnel oversee the algorithm but do not monitor individual Client Accounts. There may be circumstances when certain investment activity and account settings will trigger a limited individual review of certain Client Accounts. Clients generally do not interact directly with investment advisory personnel.

Risk Considerations

Clients are strongly encouraged to conduct their own analysis and to consider their own individual circumstances, risk tolerance and needs prior to investing in a Proposed Portfolio. The fact that a Proposed Portfolio is recommended by Beanstox cannot be interpreted as a guarantee of future performance. Investing in securities involves risk of loss that clients should be prepared to bear. Beanstox cannot assure Clients that it can achieve its investment objectives, its investment strategies will prove successful or that Clients will not lose all or part of their investment.

The ETFs comprising Model Portfolios may change from time to time due to various factors, including, without limitations, changes in market conditions, valuations, expenses ratios, diversification metrics, macro and micro economic conditions, interest rates, and the regulatory and technological environment, in which case Beanstox may divest Clients of some ETFs in the Approved Portfolio and reinvest in the new ETFs which were selected as replacements. Beanstox does not guarantee that Clients will avoid loss in the value of the investments nor guarantee any level of investment income or performance.

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

Clients must understand that investing in securities involves risk and the possibility of financial loss that can be caused by various factors, including changes in economic and market conditions. Beanstox does

not guarantee that Clients will avoid loss in the value of their investments nor guarantee any level of investment income or performance.

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

Performance-Based Fees and Side-By-Side Management

Beanstox does not charge performance-based fees.

Voting Client Securities

Beanstox does not accept authority to vote Client securities. Accordingly, Clients are responsible for voting all proxies relating to the securities in their respective account.

Item 7: Client Information Provided to Portfolio Managers

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

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

Privacy Policy

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

Item 8: Client Contact with Portfolio Managers

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

Beanstox is a software-based, automated internet-based investment advisory service which means each Client must acknowledge, and agree to, having the ability and willingness to conduct a relationship with Beanstox primarily on an electronic basis. Under the terms of the Beanstox Advisory Agreement, each Client agrees to receive all account information and documentation, and any updates or changes to same, through the App and, at times, via electronic communications from Beanstox. Unless specifically noted otherwise by Beanstox, including on the App, all Beanstox financial advisory services and all documentation related to advisory services provided by Beanstox pursuant to the Advisory Agreement entered into electronically between the Client and Beanstox, are managed electronically. Beanstox does make individual customer service representatives available to assist Clients but only with administrative matters. While Beanstox's Model Portfolios are monitored and updated by investment advisory personnel, Beanstox's Clients will generally not interact directly with such investment advisory personnel.

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

A Client's Advisory Agreement may be canceled at any time, by either party, for any reason, upon notice in accordance with the terms of the Advisory Agreement. Upon termination of an Advisory Agreement, any unpaid fees earned by Beanstox will be due and payable. The Client has the right to terminate an Advisory Agreement without penalty within five business days after entering into the Advisory Agreement.

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

Item 9: Additional Information

Disciplinary History

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

Other Financial Industry Activities and Affiliations

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

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

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

Code of Ethics

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

Participation in Client Transactions and Personal Trading

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

Review of Accounts

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

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

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

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

Client Referrals and Other Compensation

Beanstox may establish referral programs that provide compensation to Clients, marketers and other partners in return for identifying, recommending or referring Clients to Beanstox. Clients will not be charged any costs or fees for being referred by another Client, marketer or strategic partner of Beanstox. If a Client opens an Account through Beanstox's *Refer a Friend* program, the referring Client who referred such new Client will receive compensation from Beanstox in the form of reduced or waived Aggregate fees. Compensation to the referring Beanstox Client through the *Refer a Friend* program may be the reduction or waiver of Beanstox's Aggregate Fees applicable to such referring Client's Account for a limited period of time as determined by Beanstox. Beanstox reserves the right to restrict, revoke, or amend this program at any time without notice to the Client. Referred Clients are advised of such compensation prior to opening an Account. Beanstox reserves the right to restrict or revoke these programs offer at any time. Compensation to marketers or other partners identifying, recommending or referring Clients to Beanstox are negotiated directly with such marketers or other partners.

Financial Information

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

Services and Terms Subject to Change

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