

Part 2A of Form ADV:

Firm Brochure



Eko Investments Inc.

Eko investments Inc.

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This brochure provides information about the qualifications and business practices of Eko Investments, Inc. If you have any questions about the contents of this brochure, please contact us at contact@eko.investments.

Additional information about Eko Investments, Inc is also available on the SEC's website at www.adviserinfo.sec.gov. Eko Investments, Inc.'s registration as an investment adviser does not imply a certain level of skill or training, but only indicates that Eko Investments. has registered its business with federal regulatory authorities, including the SEC

Item 2 - Material Changes

This is Eko's initial Brochure prepared in connection with its registration as an investment adviser with the SEC. In the future, this section will be updated to include information regarding material changes to the Brochure since its last annual update.

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Item 4 – Advisory Business

Description of the Advisory Firm

Eko Investments Inc. (hereafter Eko) is a C Corporation registered in the state of Delaware. Eko provides portfolio management to clients as sponsor and portfolio manager. The membership fee of \$1 per months is regardless of AUM, charged at the end of each month and prorated should the client join in the middle of the month. This membership fee is deducted from the cash in a client's account.

A small number of clients "pre-subscribed" as Eko members, and for them this fee has been waived.

Clients may terminate the agreement without penalty, for a full refund of Eko's fees, within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract immediately upon written notice.

Eko manages all client portfolios directly using its proprietary investment model and does not rely on portfolio managers in the management of client portfolios. At the time you open an Account with Eko, you complete and execute an Advisory Agreement that grants us discretionary authority to determine the identity and amount of securities to be bought or sold for your account. In all cases, however, our discretion is exercised in a manner consistent with our fiduciary duties to you and the stated investment objectives for your Account.

Contribution Cost Factors

The program may cost the client more or less than purchasing such services separately. There are several factors that bear upon the relative cost of the program, including the trading activity in the client's account, the adviser's ability to aggregate trades, and the cost of the services if provided separately (which in turn depends on the prices and specific services offered by different providers).

Additional Fees

Eko will wrap third party fees (i.e., custodian fees, brokerage fees, mutual fund fees, Total Assets Under Management Annual Fee All Assets 0.20% transaction fees, etc.) for wrap fee portfolio management accounts. Eko will charge clients one fee and pay all transaction fees using the fee collected from the client. Accounts participating in the wrap fee program are not charged higher advisory fees based on trading activity, but clients should be aware that Eko has an incentive to limit trading activities for those accounts since the firm absorbs those transaction costs. Certain other fees are not included in the wrap fee and are paid for separately by the client. These include, but are not limited to, margin costs, charges imposed directly by a mutual fund or exchange-traded fund, fees associated with "step out" transactions if the account uses different custodians or broker-dealers, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Compensation of Client Participation

Neither Eko, nor any representatives of Eko receive any additional compensation beyond advisory fees for the participation of client's in the wrap fee program. However, compensation received may be more than what would have been received if client paid

separately for investment advice, brokerage, and other services. Therefore, Eko may have a financial incentive to recommend the wrap fee program to clients.

Item 5 – Fees and Compensation

Advisory Services Eko Investments Inc. (“Eko”, “us” or “we”) is an internet-based investment advisory firm that provides quantitative-driven investment advisory and portfolio management services to socially conscious clients who are seeking an investment strategy focused on the incorporation of environmental factors as part of their investment making decision process—what we refer to as *Sustainable Investing*. Eko provides investment advice exclusively through an interactive website. As part of our Sustainable Investing model, we don’t compromise in terms of sustainability/impact, which we measure in kg CO₂, kWh electricity and litres of clean water. As we don’t make compromises in terms of sustainability, we only select companies in our universe of financial products (stocks), where more than 70% of their revenue comes directly from sustainable means.

In addition to these sustainability checks, we also deploy several models to check for financial performance. These financial checks look at volatility over a 5-year period, trend data, volume data and analyst ratings. These checks are automatically executed every time when a customer requests a portfolio from us.

All our clients receive discretionary advisory services over the internet through our interactive online investment advisory platform, which can be accessed through our website and mobile app. Before a client’s portfolio is structured and implemented by our quantitative model, he/she must fill out an online questionnaire designed to identify investment objectives and tolerance for risk. This questionnaire has 2 parts: 1 is questions regarding the risk appetite of the potential customer, 2 is the impact areas of the potential customer. There are in total 6 impact areas potential customers can choose from: renewable energy, energy-saving technology, clean water, circular economy, transportation of the future and plant-based food.

The responses to the questionnaire are the sole basis upon which the portfolio is made. The input of the questionnaire, together with the quantitative models that Eko deploys will lead to a final portfolio. Our technology does not work with ‘baskets’, instead, every customer will receive a personalized portfolio. After the portfolio is made, the user has the possibility to remove certain financial products from his/her portfolio. Though we intend to do so in the future, removing and adding stocks from your recommended portfolio is not possible

Client Onboarding is only complete once a client (i) has linked the client’s bank account (“Funding Account”) to the Firm’s custodian. No staff at the Firm will have access to a client’s bank account information nor will staff at the Firm have access to a client’s login credentials; and (ii) has accepted and countersigned Eko’s investment advisory agreement electronically. Only when Client Onboarding is complete, a customer’s money will be actively managed by Eko. Clients should consider that Eko primarily uses electronic (not telephonic) means to provide customer support. To receive customer support, clients may contact us using email. Clients and prospective clients should be comfortable communicating through those

channels. Further, clients should understand that clients will not interact directly with investment advisory personnel.

Our Sustainable Investing strategies utilize a proprietary quantitative investment model that primarily selects US publicly traded equity securities. As the companies that are selected are constantly monitored, as well as other potential companies that could be included in the universe of stock, our universe of stocks is subject to change throughout the year. Please refer to Item 6 for an overview of our quantitative investment model.

Fees and Compensation

Eko is compensated by a membership fee of \$1 per month for all users. This fee is charged monthly and is automatically deducted from your custodial account. Typically, this means that we will sell a portion of securities in your account to raise proceeds sufficient to cover our fee. We reserve the right, in our sole discretion, to reduce or waive the advisory fee for certain client accounts for any period of time that we determine. In the event you wish to terminate our services, a prorated amount of the fee will be charged to your account(s) based on the number of days that the funds remained in the portfolio(s) prior to the termination. You must provide notice of termination as outlined in your advisory agreement. Upon receipt of such notice, we will proceed to close out your account(s).

Clients may be assessed fees by the custodian in conjunction with transactions, account maintenance, etc. Such fees are separate from us, and we do not receive any portion of them.

Item 6 – Performance-Based Fees and Side-by-Side management

Eko and its affiliates do not receive any fees for advisory services provided to you that are based on a share of capital gains or capital appreciation of your investments.

Item 7 – Types of Clients

The minimum investment required to open an account at Eko is currently \$10. Eko's advisory services are primarily geared toward individual investors. When evaluating our quantitative-based investment advisory service you should be aware that your relationship with us is likely to be different from the "traditional" investment advisory relationship in several aspects:

- 1) Eko is a software-based investment advisor, which means you must acknowledge your ability and willingness to conduct your relationship with Eko on an electronic basis. Under the terms of your advisory agreement with Eko, you agree to receive all account information and account documents (including this Brochure), and any updates or changes to the same, through your access to our website and emails we may send to you at an address you

provide. Although we have customer service, we do not guarantee that individual representatives are available at all time to discuss client servicing matters with you.

2) To provide our investment advisory services and tailor investment decisions to your specific needs, we collect information from you, including specific information about your investing profile such as your financial situation and investment horizon. We maintain this information in strict confidence subject to our privacy policy, which is provided on our website. In case there have been updates to a user's financial situation, users have the option to communicate this to us through our website.

3) You may not place orders to purchase or sell specific securities on a self-directed basis. The SEC has provided further information for investors to consider when engaging digital advice services, which can be found at: <http://www.investor.gov/additional-resources/news-alerts/alerts-bulletins/investor-bulletin-roboadvisers>.

Item 8 – Method of Analysis and Investment Strategies

Eko's quantitative investment strategies use proprietary, quantitative models and processes to select securities, construct portfolios, manage risk and deliver targeted outcomes. As discussed above, our strategies incorporate sustainable investing principles to further tailor investment outcomes. What is important to understand, incorporating these sustainable investment principles, is not meant to sacrifice returns in any way. In Eko's proprietary models and algorithms, Eko only looks at public equities/stocks.

Eko's Quantitative Investment Model

Our quantitative investment model uses algorithms (i.e., a set of rules embedded in a computer program) to:

- (1) identify stocks that meet the client's sustainability criteria and risk appetite, and propose a portfolio based on a client's answers to an online questionnaire.
- (2) identify portfolio investment opportunities and initiate buy/sell orders for the investment opportunities it has identified.
- (3) Perform a periodic review of client accounts to identify rebalancing opportunities as well as to initiate buy or sell orders when such opportunities exist. The frequency of this rebalancing depends on variables (such as overall market volatility).
- (4) Initiate buy or sell orders when a customer withdraws or deposits money in or from an account. These orders will again be in line with the client's sustainable criteria and risk appetite.

Eko provides clients with investment advice that is inspired on the Modern Portfolio Theory (MPT). MPT attempts to maximize a portfolio's expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by selecting the proportions of various asset classes to be held in the portfolio. As Eko makes no concessions in terms of sustainability, Eko selects these various asset classes within a universe of only sustainable financial products.

Eko's quantitative investment model begins with the determination of an individual's investment objective, subjective tolerance for risk and impact topics. Eko receives this information via a questionnaire. Based on this, Eko creates a personalized portfolio and investment plan, using the optimal asset classes in which to invest.

Measuring impact

For each company in our universe, we calculate their impact in terms of the following 2 impact areas:

1. kg Co2 reduced
2. kWh electricity reduced

The impact per customer is then calculated by multiplying the share a user owns of a company (e.g. they own 10 out of 100.000 shares = 0.01%) by the impact this company

makes (through e.g. annual reports). This done for all the stocks in a user's portfolio to get the total impact per customer.

As for all the equities/companies in our universe, 70% of their revenue comes directly from sustainable means and went through an intensive due diligence process, all companies in our universe make a significant impact in different areas.

Item 9 – Disciplinary Information

Criminal or Civil Actions

There is nothing to report on this item.

Administrative Enforcement Proceedings

There is nothing to report on this item.

Self-Regulatory Organization Enforcement Proceedings

There is nothing to report on this item

Item 10 – Other Financial Industry Activities and Affiliations

Other Financial Industry Activities and Affiliations

Eko is not registered as or has a pending applications to become a: broker/ dealer, representatives of a broker/dealer, a Futures Commission Merchant, Commodity Pool Operator, Commodity Trading Advisor. Eko does not have any material relationships to our advisory business that would present a possible conflict of interest. We do not utilize nor select other advisers or third-party managers.

Other Financial Activities

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

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

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

Our personnel are required to follow a Code of Ethics we have adopted. The Code sets forth fiduciary standards that apply to all employees, incorporates our insider trading policy, and governs outside business activities and the giving and receipt of gifts and entertainment. In

addition, the Code imposes restrictions on the personal trading activity of Eko personnel, as well as reporting requirements. These personal trading restrictions are intended to ensure that personnel do not misuse client information for their own benefit. Subject to satisfying the requirements imposed under the Code, Eko personnel are permitted to trade for their own accounts (whether at Eko or otherwise) in securities that are recommended to and/or purchased for Eko clients. In some circumstances, such as where an employee is permitted to invest in the same securities as clients, there is a possibility that employees may benefit from market activity within a client account. Employee trading is monitored for adherence to the Code of Ethics in order to help ensure employees comply with its provisions and to help ensure that the Code of Ethics reasonably prevents conflicts of interest between Eko and its clients. All Eko personnel must act in accordance with the fiduciary standard applicable to SEC registered advisers under the Advisers Act.

The Eko Code of Ethics is available for review by clients or potential clients upon request.

Item 12 – Brokerage Practices

All Eko's portfolio transactions are executed through a custodian. When signing up for Eko, a customer must agree with both Eko's and the custodian's terms and conditions. Eko will wrap third party fees, including brokerage fees for wrap fee portfolio management accounts, as described in item 4. In this way, Eko will charge clients one fee, and pay all transaction fees using the fee collected from the client. Accounts participating in the wrap fee program are not charged higher advisory fees based on trading activity, but clients should be aware that Eko has an incentive to limit trading activities for those accounts since the firm absorbs those transaction costs.

By entering into an advisory agreement with Eko, clients authorize and direct Eko to place all trades in clients' accounts through the Custodian. As such, the Custodian will maintain all client accounts and execute all securities transactions in client accounts. The Custodian exercises no discretion in determining if and when trades are placed; it places trades only at the direction of Eko. Eko's compliance policies and procedures are designed to seek to obtain the best execution where possible in connection with client trades, although there can be no assurance that it can be obtained. Clients should understand that the appointment of the Custodian as the sole broker for their accounts under this membership fee program may result in disadvantages to the client as a possible result of less favourable executions than may be available through the use of a different broker-dealer. Clients should understand that the Eko membership fee program is a discretionary investment advisory program and not a self-directed brokerage service. Unlike self-directed brokerage accounts, Eko clients do not enter individual buy and sell orders for specific securities to be executed at particular times. Rather, Eko places orders to buy and/or sell securities with the Custodian consistent with the discretionary authority granted to it by clients, which includes, among other things, the authority to select which securities to buy and sell and when to place orders for the execution of securities. In addition to the Advisory Agreement a client enters into with Eko, the membership Fee Program also requires that you open a brokerage account with the Custodian. Clients will need to complete a brokerage account application and agree to the

Custodian's client agreement to maintain the assets and effect all transactions in your Eko account.

Item 13 – Review of Accounts

We provide all clients with access to their Account(s) via our website where clients can access their Account documents, such as account statements, review performance of their account and see the impact they made. Clients may also receive periodic e-mail communications describing portfolio and impact performance, Account information, product features and impact performance. Our software-based investment advisory service assumes that client portfolios will not stay optimized over time and must be periodically rebalanced back to its original targets to maintain the intended risk level and asset allocations. We review each client's Account when it is opened and using software, continuously monitor and periodically rebalance each client's portfolio to seek to maintain a client's targeted risk tolerance. We also conduct reviews when clients make changes to their risk profiles. We may consider tax implications and the volatility associated with each of the chosen asset classes when deciding when and how to rebalance, however, no assurance can be made that clients will not incur capital gains and in certain instances significant capital gains when client portfolios are rebalanced periodically. We assume no responsibility to clients for any tax consequences of any transaction, including any capital gains that may result from the rebalancing of client accounts. On a periodic basis, we contact each client to remind them to review and update the personal profile information they previously provided. We also request that clients reconfirm the same information on an annual basis. These notifications and confirmations include a link to the client's current information and contact information for our support team.

Item 14 – Client Referrals and Other Compensation

Client Referrals and Other Compensation

Eko does not have any solicitation agreements or similar agreements with other parties. Eko expects from time to time to run promotional campaigns to attract Clients to open Accounts on the Site. These promotions may include additional account services or products offered on a limited basis to select Clients, more favourable fee arrangements, and/or reduced or waived advisory fees for Clients. In the future, Eko may offer certain arrangements in which it pays bloggers and others who can post advertisements.

Item 15 – Custody

Eko will not has custody of client's funds. However, via Eko's portal/platform, customers can see how their account balance, bank statements and other relevant documents. In case customers wish, they can also request this information directly from the custodian.

Item 16 – Investment Discretion

When a client opens their account with Eko, they grant us investment discretion to manage their account and execute trades in the account, and we may initiate or halt trading at our discretion and for any reason, including halting trading under conditions when we believe that continued trading may pose an undue risk of harm to accounts. As with similar automated services, clients will not be allowed to make trades in their account(s).

Item 17 – Voting Clients Securities

Eko 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 18 – Financial Information

Not applicable.