



M E D I C I

C.G. Medici & Co.

Medici Wrap Fee Brochure

This wrap fee Medici App brochure provides information about the qualifications and business practices of **C.G. Medici & Co**, doing business as or otherwise known as **Medici** ("Medici"), related to the wrap fee Medici App sponsored by Medici, an application-based investment advisory Medici App.

Users of the firm may be referred to as "the User," "you," "your," collectively "Users," or similar. If the User has any questions about the contents of this brochure, please email Medici at info@medici.ai. 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. Medici is an investment adviser registered with the SEC.

Registration does not imply a certain level of skill or training.

Additional information about Medici is also available on the SEC's website at www.adviserinfo.sec.gov.

C.G. Medici & Co.

51 N. 3rd St. Front 1, #174

Philadelphia, PA 19106.

Item 2. - Material Changes

There have been no material changes to this document since last publication.

Item 3. - Table of Content

| | |
|--|-----------|
| Medici Wrap Fee Brochure | 1 |
| Item 2. - Material Changes | 2 |
| Item 3. - Table of Content | 2 |
| Item 4. - Services, Fees and Compensation | 4 |
| Introduction | 4 |
| Referrals to Third Party Professionals | 4 |
| Medici App Description (Medici App) | 5 |
| Introduction | 5 |
| Financial Advice | 5 |
| The Medici Application | 7 |
| The Advisory Agreement & Additional Terms | 7 |
| Financial Advisory Services | 8 |
| Autopilot | 10 |
| Life Path - Financial Planning Tools | 10 |
| Medici App Limitations | 11 |
| Risk Factors | 12 |
| General Risks | 12 |
| Reliance on Technology | 13 |
| Reliance on Data | 14 |
| Statistical Measurement Error | 15 |
| Cybersecurity Risk | 16 |
| Diversification Risk | 17 |
| Fees | 27 |
| Subscription Fees | 28 |
| Ancillary Fees | 28 |
| Brokerage and Custody Services | 29 |
| Item 5. - Account Requirements and Types of Users | 30 |
| Item 6 - Portfolio Manager Selection Evaluation | 31 |
| Item 7. - User Information Provided to Portfolio Managers | 33 |
| Item 8 - User Contact with Portfolio Managers | 34 |

| | |
|---|-----------|
| Item 9. - Additional Information | 35 |
| Disciplinary Information | 35 |
| Other Financial Industry Activities and Affiliations | 35 |
| Compensation Associated with Non-Investment Affiliated Entities | 36 |
| Management Persons; Policies and Procedures | 36 |
| Code of Ethics and Personal Trading | 37 |
| Participation or Interest in User Accounts | 39 |
| Movement of User Capital | 39 |
| Medici Algorithm Recommendations | 40 |
| Third Party Product Conflicts | 40 |
| Ancillary Fees and Expenses Not Covered By the Medici Fee | 41 |
| Conflicts of Interest Associated with Unaffiliated Advisers | 41 |
| Securities Trading by Medici and its Affiliates | 41 |
| Review of Accounts | 42 |
| Account Reviews | 42 |
| User Reports | 43 |
| User Referrals and Other Compensation | 43 |
| User Referrals | 43 |
| Financial Information | 44 |

Item 4. - Services, Fees and Compensation

Introduction

Medici is an autonomous investment adviser registered with the SEC. Medici provides Users with artificially intelligent financial, asset allocation, and portfolio management advice (“Financial Advice”), as well as autonomous capital allocation services that move cash on your behalf. All services are provided through the Medici phone application (“Medici App”)

The Medici App launched in August of 2021 and is available for download from the Apple App Store and the Google Play Store. Our service is provided by aggregating financial information from your existing financial accounts (“End Accounts”) using a third party data-aggregation provider, and by using proprietary Medici-created algorithms to analyse that data with personal demographic & psychological data about you (the “User”) in order to provide nuanced & highly-personalized financial advice.

Medici is not a bank.

Medici (C.G. Medici & Co.) is a private corporation headquartered in Philadelphia, PA. As of June 2021, Medici’s product is still in a “pre-launch” state, and thus Medici has no assets under management, nor any Users.

Additional information about Medici’ products, structure and directors is provided on Part 1 of Medici’ Form ADV which is available online at www.adviserinfo.sec.gov or at www.medici.ai. We encourage visiting our website www.medici.ai for additional information.

Referrals to Third Party Professionals

Medici and/or its affiliates may, from time to time, provide a referral to other Affiliated or Unaffiliated third party Professionals, Companies, or other Service Provider (“Third Party” or “Third Parties”). Medici will conduct appropriate vendor due diligence for Third Parties to ensure any Third Parties are in compliance and possess the validity to remain a service provider for the foreseeable future. Medici will offer access to third party financial products that align with the user’s objectives and are in the best interest of the user. We strongly recommend the user to review Terms & Conditions for any product or service offerings available through Medici’s Third Parties.

Services provided by Third Parties are distinct from those provided by Medici and its affiliates and additional terms of service may apply. Third Party Professionals may be different from the service providers that Medici and its affiliates use to provide the same or similar services due to regulatory limitations or other reasons.

Medici App Description (Medici App)

Introduction

This Brochure describes the wrap fee Medici App offered by Medici that bundles or “wraps” non-discretionary (User End-Accounts”) and discretionary (Medici Proprietary Accounts) investment advisory services, brokerage, custody, clearance, and settlement as well as other administrative services together and charges a single inclusive fee (such Medici App, the “Medici App”).

The Medici App is designed to help Users to spend less than they earn, pay bills on time, save cash for emergencies, invest regularly, diversify their asset bases, think long-term, and insure their assets and themselves. By partnering with Users to support them in creating healthy financial habits, building well-balanced, diversified portfolios that incorporate goals, interests, and beliefs, the Medici App aims to encourage long-term wealth generation among its users.

Financial Advice

Medici provides autonomous financial services via an online interface based on the information collected from the user by the Medici App (as defined below). Medici uses the Medici App to provide the User with financial & investment advice in the form of:

1. Financial best practices: namely, the education of industry tried and tested methodology to best manage personal finances, wealth generation, and personal / family financial maintenance;
2. Cash-flow management & expense reduction: achieved by displaying inflows & outflows to the user (based on data aggregated from their financial accounts), showing trends, highlighting unusual expense or

income events, and offering advice to the user on where they may cut back in order to focus resources on goals that the user has set;

3. Debt management: utilizing the “Avalanche” debt management methodology to help users prioritize debts by interest rate in order to pay down high interest debts (10%+ APR), then medium interest rate debts (National 30Y Mortgage Rate - 10% APR), and finally manage any low interest rate as part of cash flows. Payments of debt may or may not be automated by Medici dependant on User settings in the Medici App;
4. Goal management: helping the user to prioritize goals based on importance to the User and achievability, by creating a long range plan covering years of a User’s future, and helping them to understand the impacts that different goal amounts & timelines have on other goals in a dynamic way (Known as “Life Path” in the Medici App);
5. Asset allocation optimization: based on User setting within the Medici App; advice on, or automated cash movements between user End Account-based asset allocation (see “Autopilot” below for automated cash allocation information); namely the allocation of cash between different types of accounts, with additional financial product information & advice to help the user optimize their capital to plan for different Goals. Advice with include - but is not limited to - advice on Cash products (savings accounts, CD’s, Money Market Accounts, Foreign Exchange), Security products (Domestic & International Securities, ETF’s, Mutual Funds), Cryptocurrencies, Derivative products (Options & Futures), Physical Assets (Real Estate, Automobiles, Art, Wine, etc.), and Funds available to accredited investors (Hedge, Private Equity, Venture Capital) for applicable clients;
6. Growth of general knowledge: helping the user understand financial concepts and products related to the financial industry, investing, borrowing, and managing personal & institutional finance; providing users with the information they need to arm themselves against financial mismanagement & unscrupulous service providers, additionally instructing users in the risks associated with various financial products & activities; and
7. Assistance in understanding personal psychology in relation to money management: namely, helping Users to better understand themselves,

their backgrounds, and psychological conditions that direct their own decision making, arming Users with the tools needed to think rationally & understand what is best for them - not only financially - but from the standpoint of mental wellness.

The Medici Application

Medici interacts with Users primarily through a phone-based application - downloadable on the Apple App Store, or Google Play Store - developed and maintained by C.G. Medici & Co. (doing business as “Medici”). The Medici App provides investment advice (both personal and impersonal) and delivers advisory services to Users through the Medici App. Medici does not generally provide investment advice in person, over the phone, live chat, or in any other manner other than through the advisory services available on the Medici App. Medici both directly, and with third party partners, provides technology, marketing, technical, and back office support for the Medici App.

The Advisory Agreement & Additional Terms

The User is required to enter into an investment advisory agreement with Medici (“Advisory Agreement”), which discusses the services the User will receive, the fees charged to the User, and the conditions of the User’s relationship with Medici. Our advisory relationship begins upon the effective date of the Advisory Agreement with the User. Any preliminary information provided to the User before we accept the Advisory Agreement do not constitute investment advice under the Investment Advisers Act of 1940, as amended (the “Advisers Act”), and should not be relied on as such.

If the User elects to receive any additional future financial products through Medici (such as Bank Accounts, Loans, Brokerage Services, etc.) the user may be required to enter into additional agreements with Medici’s chosen partners who offer those services, or be required to open additional accounts with Medici’s partner financial institutions through the Medici App - or on occasion - through a separate portal provided by the Third Party. Under the terms of these agreements, the User will authorize Medici to act as intermediary, passing necessary User personal identifiable information (P.I.I.) to the third party in order to facilitate the access of the financial product in question.

Medici will never share your personal information, nor advise you to open an account, nor advise you to use a financial instrument or service, if the purpose of doing so is not within your best interests.

Medici may elect for some or all Users to receive the Medici App at no cost to them, for a period of time (the “Promo” period). Not all Users may receive a Promo period, and some users may receive a Promo period at the discretion of Medici. Any user receiving a promo Period is still considered a full client by Medici, and thus falls under the same level of advice and contractual requirements as any full-paying User of the Medici App.

Financial Advisory Services

Medici offers an automated financial advisory service that uses artificial intelligent algorithms to analyze customer financial records, demographic information, and psychological variables about the customer, to provide tailored financial advice.

Using a set of logical tests that consider:

1. the income to expense ratio of the User;
2. the Assets base of the User;
3. the debts of the User;
4. the types of accounts the User currently owns;
5. the stage of life of the User
6. the Goals of the User; and
7. additional demographic & psychological information;

our algorithm will give suggestions to the user regarding their accounts, asset allocation, spending, goals, and other financial dealings.

Additionally, proprietary Medici machine learning algorithms work in tandem with third party cash movement software to reallocate User cash between their various End Accounts (See “Autopilot” below for more information on this cash movement service).

As provided in the Advisory User Agreement - And based on the settings of the User’s Medici User Profile - Users grant Medici either the non-discretionary or discretionary authority to manage User cash assets between End Accounts connected to Medici pursuant to the Medici Terms & Conditions Agreement and User objectives, as well as the authority in relation

to any asset held in a Medici Proprietary Account. Additionally, Users grant Medici the non-discretionary authority to advise on user non-cash assets in User End Accounts.

Medici's objective is to seek secure long-term, risk-adjusted, financial returns & optimization for our Users, enabling them to grow their wealth inline with their goals.

Each Medici Account allows Users to select goals that will help the algorithm determine the best course of action for the User. Each statement of advice given by our algorithm is designed to optimize your financial returns based on your specific time horizon, risk tolerance, and income-to-expense ratio.

Medici creates an investment plan and manages a User's portfolio by:

- Analyzing the User's capital & investments in their End Accounts against their goals & time horizon
- Identifying optimal asset classes in which to invest based on the User's immediate and long term needs,
- Finding an ideal mix of asset classes based on the User's specific risk tolerance.

Users who choose to customize our recommendations can make adjustments within their End Accounts and our algorithms will adjust to the change accordingly. Additionally, if capital has been moved to a User Account that a User disagrees with, the User is able to reverse the transaction within seven days through the app.

Medici manages User capital on a non-discretionary & discretionary basis. For accounts that are managed on a discretionary basis, Medici will have the authority to move capital between End Accounts to maintain the User's target investment allocation. For accounts managed on a non-discretionary basis, Medici will seek permission from the client before moving capital between End Accounts to maintain the User's target investment allocation. Medici utilizes a combination of Machine learning & third party money-movement software to facilitate the movement of Capital between End Accounts.

Autopilot

In addition to financial advice services, Medici offers a service called Autopilot to Users, free of charge. Users are automatically opted into this service and can stop or restart its use at any time at no cost to them. Autopilot uses machine learning algorithms to monitor a User's checking account for excess cash over the average revolving cash flow of that account. If Autopilot detects that the monitored End-account has exceeded the average revolving cash flow for the time period (calculated on a per user basis), Autopilot will schedule transfers of the excess cash from the monitored account to the Medici House Account, and the Medici Advisory algorithm will then allocate the capital to a different User's End Account based on their financial plan. Autopilot can also work in reverse, and may remove capital from a User End Account (that is not checking) to replenish the User's Checking account if the Machine Learning Algorithm detects that the User's checking account balance is lower than it should be (based on historic cash flow averages) for the given period.

Depending on the User's notification settings, users may receive a push notification in advance of the capital movement or after the capital movement. If the user's notification settings have them receiving a notification before the capital movement, they will be able to cancel the movement prior to it taking place. In both cases, the user has up to 5 days after a transaction has taken place to reverse the transaction at no cost to them.

Life Path - Financial Planning Tools

In addition to Financial Advisory & Autopilot services, Medici also provides certain software financial planning tools and services (the "Life Path") to its Users through the Medici App.

The Life Path allows Users to explore potential future financial scenarios, including retirement, college funding, purchasing a home, and numerous other financial goals, to understand how each goal impacts the others in a dynamic way. The Life Path uses the information from the User's End Accounts, the User onboarding experience, as well as additional demographic & psychological information collected from the user throughout their interactions with the Medici App in order to eliminate the need for the

traditional financial planner interview that is usually required to acquire the necessary inputs to build a financial plan.

Medici does not represent that the Life Path is meant to replace a comprehensive evaluation of a User's entire financial plan considering all the User's circumstances. Should a User choose to implement any recommendation made by the Life Path, the User should consult with their tax advisor regarding the User's personal circumstances. Implementation of a financial plan recommendation is entirely at the User's discretion. While the data from third parties used in the financial models of the Life Path is believed to be reliable, Medici cannot ensure the accuracy or completeness of data provided by Users or third parties.

Medici App Limitations

Medici does not represent that the Medici App nor any related service is based on or meant to replace a comprehensive evaluation of any User's entire financial life considering all of the User's circumstances. Users are fully responsible for determining whether and when to implement any recommendations provided by Medici.

Although Medici can provide tailored financial advice, and endeavours to make such advice as comprehensible as possible, any recommendations of Medici are generally limited in scope to the information extracted from the User financial accounts, information collected through interactions between the User and the Medici App, or Information entered by the user into the Medici App. Additionally, Medici's recommendations are only able to be as accurate as the information Medici receives from the User or the user's financial accounts, so any errors in the information provided either by fault of the User or due to an unknown technical issue may result in incorrect recommendation or advice.

Medici does not provide comprehensive financial planning, and there may be other relevant factors and financial considerations that Medici does not take into consideration in formulating the advice provided. Any recommendations provided by Medici are not intended to comprise any User's complete investment Medici App because Medici is not necessarily aware of the User's aggregate investable and invested assets.

Risk Factors

The below summary of risk factors does not purport to be a comprehensive discussion of all the risks associated with a User's specific Medici Account. Rather, it is a general description of certain risks inherent in the Medici App. Users should refer to User's Advisory Agreement and the website, publications, financial reports, prospectuses, or shareholder documentation for any site, account, asset, or product suggested by Medici to gain a comprehensive understanding of all the risks associated with such site, account, asset, or product.

General Risks

Medici does not guarantee any level of performance or that any User will avoid losses in their End Accounts. Any investment in securities involves the possibility of financial loss. When evaluating risk, financial loss may be viewed differently by each User and may depend on many different risk factors that change over time. Users need to understand that investments suggested by the Medici App are subject to various market, volatility, liquidity, asset-specific, and other risks inherent in investing. The investment decisions Users make based on Medici's advisory services will not always be profitable nor can Medici guarantee any particular level of investment performance. Users should remember that past performance is no guarantee of future results. All investments carry some level of risk. Users may lose some or all of the money they invest, including the principal, and should be prepared to bear the loss of assets invested.

Loans - which Medici may suggest from time to time as needed by the user - carry the risk of debt to the User. As the user's financial circumstances may vary from time to time, the User must be aware of any obligations they enter into based on the advice given through the Medici App. Loan obligations can cause bankruptcy, foreclosure, or repossession of assets if not maintained by the user, thus the User needs to be fully aware of any and all debt obligations they may have before entering into any loan contracts based on advice by Medici.

Any accounts may carry fees for certain services, unknown to Medici. Users must make themselves aware of their financial situation when opening new financial accounts, and educate themselves on the fees & risks associated

with such an account, even if the account has been suggested by the Medici App.

Reliance on Technology

The techniques and methodologies utilized by Medici in offering financial advice are fundamentally dependent on technology, including hardware, software and telecommunications systems. The data gathering, research, forecasting, Recommendation generation, cash movement, risk management, operational, back office, and accounting systems, among others, utilized by Medici are all highly automated and/or computerized. Such automation and computerization are dependent upon an extensive amount of proprietary software and third-party hardware and software. Medici typically does not fully realize designs through documents or specifications when building its proprietary software. The proprietary software code thus typically serves as the only definitive documentation and specification for how such software should perform.

Medici's proprietary software and third-party hardware and software are known to have errors, omissions, imperfections and malfunctions (collectively, "Coding Errors"). Coding Errors in third-party hardware and software are generally entirely outside of the control of Medici.

Medici, however, seeks to reduce the incidence and impact of Coding Errors through a certain degree of internal testing and real-time monitoring, and the use of independent safeguards in the overall Medici App and often, with respect to proprietary software, in the software code itself. Despite such testing, monitoring and independent safeguards, Coding Errors may result in, among other things, the generation of unanticipated Recommendations, the failure to execute cash movements in a timely manner, and/or the failure to properly gather and organize available data, all of which can and may have adverse (and potentially materially adverse) effects on the advice or services provided by the Medici App and/or the User's performance.

Coding Errors are often extremely difficult to detect, and, in the case of proprietary software, the difficulty of detecting Coding Errors is exacerbated by the lack of design documents or specifications. Regardless of how difficult their detection appears in retrospect, some of these Coding Errors may go undetected for long periods of time and some may never be detected.

The degradation or impact caused by these Coding Errors can compound over time. Moreover, Medici may detect certain Coding Errors that it chooses, in its sole discretion, not to address or fix. While Medici may not perform a materiality analysis on many of the Coding Errors discovered in its software code, Medici believes that the testing and monitoring performed on such software will enable Medici to identify and address those Coding Errors that a prudent person managing a digital investment Medici App would identify and address by correcting the Coding Errors. Users should assume that Coding Errors and their ensuing risks and impact are an inherent part of seeking financial advice & management through a digital financial adviser such as Medici. Accordingly, Medici does not expect to disclose discovered Coding Errors to the Users but may from time to time alert users of certain errors that have been found.

Medici seeks, on an ongoing basis, to create adequate backups of software and hardware where possible but there is no guarantee that such efforts will be successful.

Further, to the extent that an unforeseeable software or hardware malfunction or problem is caused by a defect, security breach, virus or other outside force, Users may be materially adversely affected.

Reliance on Data

The Medici App is highly reliant on the gathering, cleaning, deletion and analysis of large amounts of data from third-party and other external sources, including - but not limited to - User End Accounts, Third Party datastores, national statistical databases, and market data feeds.

It is not possible or practicable, however, to factor all relevant, available data into generating Recommendations. Medici will use its discretion to determine what data to gather with respect to any Recommendation and what subset of that data the Medici App takes into account to generate Recommendations. The data used in the Medici App is obtained or derived from sources believed to be reliable (which may include the User themselves), but Medici does not verify such data and cannot guarantee its accuracy and completeness.

In addition, due to the automated nature of such data gathering and the fact that much of this data comes from third-party sources, it is inevitable that not

all desired and/or relevant data will be available to, or processed by, Medici at all times. In such cases, Medici often will continue to generate Recommendations based on the data available to it. Additionally, Medici may determine that certain available data, while potentially useful in generating Recommendations, is not cost effective to gather due to either the technology costs or third-party vendor costs and, in such cases, Medici will not utilize such data.

Users should be aware that, for all of the foregoing reasons and more, there is no guarantee that any specific data or type of data will be utilized in generating Recommendations, nor is there any guarantee that the data actually utilized in generating Recommendations will be

1. the most accurate data available or
2. free of errors.

Users should assume that the foregoing limitations and risks associated with gathering, cleaning, culling and analyzing large amounts of data from third-party and other external sources are an inherent part of investing with a digital investment adviser.

The Platform also relies on information provided by Users in generating Recommendations. The Recommendations are highly reliant on the accuracy of the information provided to Medici by Users. If a User were to provide Medici with inaccurate information, this could materially impact the quality and applicability of the Recommendations. In addition, the Recommendations are limited in scope to the questions Medici may ask the User through the Medici App, the information the User may input into the User Profile, and any statistical data inferred by Medici through the User's interactions with the platform.

Statistical Measurement Error

Many of the techniques and methodologies employed by Medici in offering financial advice rely on patterns inferred from the historical series of User & Market data. Even if all of the assumptions underlying such techniques and methodologies were met exactly, the techniques and methodologies can only rely on an underlying prediction of future User or financial market behavior, not afford certainty. There can be no assurance that future performance will match the underlying prediction, nor that User actions or

financial patterns in the future can be accurately predicted by the past. Furthermore, most statistical procedures cannot fully match the complexity of the financial markets, nor independent User autonomy, and as such, results of their application are uncertain. In addition, changes in underlying market conditions, User situations, or a combination can adversely affect the performance of any statistical technique or methodology used to predict Market patterns or User financial situations.

Cybersecurity Risk

The information and technology systems of Medici and its affiliates, as well as of key service providers, including third-party vendors, data aggregators, central agents, exchanges, clearing houses, banking firms, and other financial institutions, 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. Medici, and thus indirectly the Medici App, could be adversely impacted if any of the aforementioned parties is the subject of a cyber-attack or other information security event.

Although Medici 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 Medici 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 Medici's ability to transact business on behalf of Medici 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 Medici due to Medici's fundamental dependence on technology.

Diversification Risk

Medici App Users' asset allocations may be concentrated in particular geographic areas, industries, sectors, exchanges, strategies, types of Investments, issuers, companies, account type, or other shared characteristics. Any such concentration would magnify risks associated with the User's Investments overseen by the Medici App, including the risk of significant losses.

While using a diversified portfolio to reduce risk is a widely accepted investment principle - and is practiced by the Medici App - diversification cannot reduce risk to zero, and the returns on a diversified portfolio during any given time period may be lower than the returns on one or more Investments concentrated in a geographic area, industry, sector, strategy, type of Investment, issuer, company, or other shared characteristic that was profitable during that time period. In general, less diversification will tend to expose the applicable Medici User's portfolio to greater volatility and/or risk than would be the case with a more broadly diversified portfolio. Even if a particular Medici User's portfolio were diversified, however, there can be no assurance that such diversification would reduce volatility or risk.

Medici User's portfolios may not always be diversified across markets, industries, geographic areas, or asset classes. The negative impact on the value of the assets held in a Medici User's portfolio due to adverse movements in a particular economy or industry or in the value of particular Investments could be considerably greater than if the Medici App did not permit concentration in Investments to such a significant extent. If a Medici User's portfolio becomes concentrated in a limited number of Investments, such Medici User's portfolio performance will not necessarily correlate with the performance of the markets on which Investments held by the Medici Account are traded. In such cases, any loss with respect to an Investment may have a significant adverse impact on the value of a Medici Account.

Risks Associated with Single Stocks

The value of Single Stocks fluctuates in response to issuing company, political, market, and economic developments. Fluctuations can be dramatic over the short as well as over the long term, and different parts of the market and different types of Single Stocks can react differently to these developments.

For example, large cap stocks can react differently from small cap stocks, and “growth” stocks can react differently from “value” stocks. Issuing company, political, or economic developments can affect a single company, companies within an industry or economic sector or geographic region, or the market as a whole.

There is a chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising prices and falling prices.

Changes in the financial condition of a single issuing company can also impact the market as a whole. A security’s market value also may decline because of factors that affect a particular industry, such as labor shortages or increased production costs and competitive conditions within an industry, or factors that affect a particular company, such as management performance, financial leverage, and reduced demand for the company’s products or services. Terrorism and related geopolitical risks have also led, and may in the future lead, to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally.

Risks Associated with Newly Issued Securities

There are a variety of risk factors typically associated with investing in newly issued securities (securities that have recently “IPO’d”) any one of which may have a material and adverse effect on the price of the issuer’s common stock. These risks are often associated with a Newly Issued Securities underlying company operating with a limited history, a need for additional financing, from complications surrounding the nature of the underlying business or technology of the newly listed securities company, or from a variety of other factors.

Newly Listed Securities should be understood to be difficult to accurately price and are thus prone to high volatility until the security has become more established.

Risks Associated with ETFs

ETFs are subject to the fees and expenses of the ETF, which may include a management fee, other fund expenses and a distribution fee. A User’s positions in ETFs are subject to a number of risks associated with the management and market conditions of the ETF. These include (but are not limited to):

1. **Delisting:** An ETF may be delisted and liquidated at the discretion of its issuer. Should a Medici User's portfolio hold a position in an ETF when it is delisted, such portfolio may be subject to costs associated with the ETF's liquidation, counterparty risk against the issuer, and additional taxes due to cash distributions from the liquidation.
2. **Market Maker Instability:** The supply and demand of ETF shares are kept in balance by its authorized participants. The authorized participants of an ETF may, purposefully or by mistake, destabilize the supply-demand balance of an ETF, causing tracking error of the ETF to its constituent securities that may negatively affect the value of the ETF.
3. **Hidden Illiquidity:** The liquidity of an ETF is determined not only by the ETF's own market liquidity but how easy or difficult it is to transact in the ETF's constituent securities. If one or more of an ETF's constituent securities becomes difficult to buy or sell, the ETF may become difficult to transact or experience tracking error that negatively affects the value of the ETF. As a result, the market price of ETF shares could experience significant premiums or discounts relative to the value of the assets underlying the shares.
4. **Constituent Fluctuation:** Many ETFs attempt to track their underlying indices closely. However, the issuer may in its discretion temporarily introduce securities to the ETF that are not part of the index. This may introduce additional risks and tracking error that may negatively affect the value of the ETF.
5. **Additional Taxation:** Depending on the ETF's structure, investors may be subject to additional taxation on distributions from ETFs.

Risks Associated with Cryptocurrencies

Cryptocurrencies are a relatively new asset class, and therefore have very little history on which to base investment decisions. Because they lack sufficient history, it can be very difficult to accurately price Cryptocurrencies and thus they can experience very high price volatility. Cryptocurrencies are also relatively unregulated, therefore have few safeguards in place to protect investors from fraud.

Owning Cryptocurrency should be seen as a risk by investors, and investors should be prepared to lose 100% of their investment in any cryptocurrency asset.

Risks Associated with Real Estate Related Securities

Real Estate Investment Trusts (“REITs”) are subject to the risks associated with the ownership and operation of real estate. Some of the risks associated with REITs are declines in the value of real estate, risks related to general and local economic conditions, dependency on management skill, heavy cash flow dependency, possible lack of availability of mortgage funds, overbuilding, extended vacancies of properties, increased taxes and operating expenses, changes in zoning laws, losses due to costs resulting from the clean-up of environmental problems, liability to third parties for damages resulting from environmental problems, casualty or condemnation losses, limitations on rents, changes in neighborhood values, and the appeal of properties to tenants and changes in interest rates.

Interest Rate & Inflationary Risks

Medici User’s End Accounts may be subject to interest rate risk in connection with:

1. The effects of inflation on idle cash. As interest rates rise, some bank accounts may be slow to change their account interest rates, or may provide no interest rate at all. This means that the rate of inflation (the rate at which the value of a dollar weakens) may exceed the rate of interest in your account, effectively reducing the value of your idle cash over time.
2. Constituent debt securities of ETFs or Mutual Funds. Generally, the value of debt securities will change inversely with changes in interest rates. As interest rates rise, the market value of debt securities tends to decrease. Conversely, as interest rates fall, the market value of debt securities tends to increase. This risk will be greater for long-term securities than for short-term securities. Interest rate risks may include the directional movement in interest rates, correlation of rates, and volatilities of interest rates.

Frequent Trading and Portfolio Turnover Risk

High turnover and frequent trading in a Medici User's portfolio could result in, among other things, higher transaction costs (including implicit transaction costs such as the bid-ask spread, market impact, opportunity costs, and trade delay costs) and, to the extent applicable, adverse tax consequences.

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 may prove not to be accurate, which may adversely affect a User's ability to reach a goal on the targeted date.

In addition, performance of any Investment, a User's End 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

In addition to the risks described in "Cybersecurity Risk" and "Reliance on Data" above and "Limited Nature and Scope of the Medici App" below, the use of algorithms such as the ones underlying the Recommendations carries the risk that changes to the algorithm's code, although subject to compliance controls and quality assurance testing, may not have the desired effect with respect to User End 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 Medici App relies on a limited universe of inputs to generate Recommendations for each User from a limited universe of possible outputs. In particular, the Platform currently generates Recommendations based on a User's responses to the Suitability Questionnaire, in each case as provided by the User through the Platform and does not verify the completeness or accuracy of such information or consider any information regarding outside assets, concentration, debt, or other accounts a User may have with Medici, any of its affiliates, or with any third party.

The Medici App relies on this information regarding the User's risk tolerance and investment time horizon to generate Recommendations for the User from a limited number of Accounts, Investments, Allocations, and or general recommendations. The Medici App assumes that each combination of relevant responses maps to a particular combination of Recommendations available in the Medici App; and each User may, subject to the procedures and limitations described above, select any combination of Accounts, Investments, and/or Allocations made available to them through the Medici App or through their End Account providers. The functionality of the Medici App is partly dependent upon information provided by Medici's third party aggregators, market data providers, and other external sources, meaning that performance of the Medici App could be impacted by issues with the delivery or the accuracy of the information provided.

Limited Nature and Scope of the Medici App

Although a number of the Recommendations made by the Medici App may constitute as Tax or Legal advice, the Medici App does not provide comprehensive financial or tax planning or legal advice, and Users are advised and afforded the opportunity to seek the advice and counsel of the User's own tax, financial, and legal advisers.

Neither Medici nor any of its affiliates is responsible for establishing or maintaining any User End Account's compliance with the requirements of the IRC for a Traditional IRA, Roth IRA, Debt Account, Bank Account, or any other type of account that may be connect to, or offered by the Medici App, or determining any User's individual tax treatment regarding such account.

Furthermore, neither Medici nor any of its affiliates is responsible for withholding any tax penalties that may apply to Users' End Accounts or for any state or federal income tax withholding, except as may otherwise be required by applicable law.

Medici's Recommendations are limited based on the information aggregated from User's End Accounts, or that Users provide through the Medici App, the limitations of which are further discussed above. Users should take into consideration the limited nature of the Medici App in evaluating the Recommendations provided through the Medici App. Furthermore, the Medici App:

1. is not a complete financial advisory application;

2. offers advice on a limited number of Accounts, Investments, Allocations, Debt Products, and general recommendations
3. may not be suitable for all investors; and
4. relies on the information aggregated from User End Accounts, or provided by Users in order to provide personalized financial 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 Medici App. Given the inherent limitations of the Medici App, Users should carefully consider whether the Medici App is the right investment solution for their savings and investing needs.

Dependence on Key Individuals

The continued updating of the advice & recommendations provided by the Medici App are dependent on the Product Management Team and Medici's Affiliate advisory team. In the event of death, disability, or departure of any such persons, Medici's business could be adversely affected, or the advice & recommendations given by the Medici App could become unknowingly outdated.

Low Trading Volume Risk

Low trading volume risk is the exposure to the chance that a User may not be able to monetize the User's investment or will have to do so at a loss as a result of generally lower trading volumes of the Investments compared to other types of investments or financial instruments.

Market and Volatility Risk

The value of the Investments held in a User's End Accounts may decrease (potentially dramatically). The market value of Investments may go up or down in response to market conditions, current world events, or events relating to the company or its industry and this is to be expected. In some cases, underlying companies can go bankrupt, and this would cause a specific asset to fall to \$0.

Additionally, governments from time to time intervene, directly and by regulation, in certain markets. Such intervention often is intended directly to

influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. Investments are also subject to the risk of the failure of any of the exchanges on which they trade or of their clearinghouses.

Operational Risk

Operational risk is the exposure to the chance of loss arising from shortcomings or failures in internal processes or systems of Medici, its affiliates, partners, external events impacting those systems, and human error. A User's End account may suffer an impact arising from shortcomings or failures in internal processes, people or systems, or from external events at Medici. Operational risk can arise from many factors ranging from routine processing errors to potentially costly incidents related to, for example, major systems failures.

Operational mistakes ("Operating Events") occasionally may occur in connection with the Medici App. Medici has policies and procedures that address identification and correction of Operating Events. An Operating Event generally is compensable by Medici to a User when it is a mistake (whether an action or inaction) in which Medici has, in Medici's reasonable view, deviated from the applicable recommendation guidelines or the applicable standard of care in managing capital or data on behalf of a User or their End Accounts, subject to the considerations set forth below.

Operating Events may include, but are not limited to, the following:

1. the execution of a cash movement in excess of the amount of free cash available in the Users affected End Account;
2. The movement of User Cash to an End Account not owned by the user, without the Users instruction, where the User has no intention or requirement to send the cash in question;
3. The failure to pass accurate information relating to a user, to a partner or other third party in the case that a user has applied for the use of some service from that third party through the Medici App
4. The passing of User personal information (PII) to a party with whom the user has no dealings, and who has no authority to see the User's P.I.I.

Operating Events can also occur in connection with other activities that are undertaken by Medici and its affiliates, such as fee calculations, and other matters that are non-advisory in nature.

Medici makes its determinations regarding Operating Events pursuant to its policies on a case-by-case basis, in its discretion, based on factors it considers reasonable, including regulatory requirements, contractual obligations, and business practices. Not all Operating Events will be considered compensable mistakes. Relevant factors Medici considers when evaluating whether an Operating Event is compensable include, among others, the nature of the service being provided at the time of the event, specific applicable contractual and legal requirements and standards of care, whether an applicable investment guideline was contravened, and the nature of the relevant circumstances.

Operating Events may result in gains or losses or could have no financial impact. Users are entitled to retain any gain resulting from an Operating Event. Operating Events involving erroneous transactions in Medici Accounts generally are corrected in accordance with the procedures established by Medici and/or our affiliated third parties & partners.

When Medici determines that reimbursement by Medici is appropriate, the User will be compensated as determined in good faith by Medici. Medici will determine the amount to be reimbursed, if any, based on what it considers reasonable guidelines regarding these matters in light of all of the facts and circumstances related to the Operating Event. In general, compensation is expected to be limited to direct and actual losses, which may be calculated relative to comparable circumstances, market factors & benchmarks, and with reference to related transactions, and/or other factors Medici considers relevant. Compensation generally will not include any amounts or measures that Medici determines are speculative or uncertain.

Financial Difficulties of Institutions and Custodians

There is a possibility that institutions, including brokerage firms and banks with which we do business, or to which securities have been entrusted for custodial purposes, will encounter financial difficulties that may impair operational capabilities.

Cash Movement Risk

Medici and any affiliated bank are authorized by each User on the Medici App to place and execute, respectively, Cash Movements (“Transfers”) on such User’s behalf and at each User’s direction. Medici executes Transfers as soon as reasonably practicable after combining them into larger Transfers for aggregate Transfers including Transfers of other Medici Users End Accounts connected to the Medici App. However, for numerous reasons there could be material delays in the amount of time it takes Medici, or our partner, to execute each Transfer. There is no guarantee that any Transfer a User requests will be executed during any particular time window. The Medici App and the are not designed to support real-time Transfers to End Accounts. Any delays in placing or executing transfers could result in a negative financial impact to the User in their End Account.

Regulatory Changes

It is possible that changes in applicable laws and regulations may affect Medici’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 Medici App (and, possibly, on Medici itself) cannot be predicted and may materially affect the financial advisory services offered by Medici.

Taxes

The User is responsible for all tax liabilities and tax-return filing obligations arising from the transactions in the User’s End Accounts or any other financial advice offered by Medici. We do not offer comprehensive tax advice to the User and we strongly encourage the User to seek the advice of a qualified tax professional.

The User 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, proof of claim) on the User’s behalf. Suggested rebalancing, liquidations, redemptions, and other changes to Investments available under the Medici App’s Recommendations may cause the User to recognize taxable gains or losses (and the User may be obligated to pay other charges), and any other resulting tax liabilities and tax-return filing obligation will be solely the User’s responsibility.

Other Catastrophic Risks

In addition to the potential risks outlined above, Users, Medici, and its respective affiliates, may be subject to the risk of loss arising from direct or indirect exposure to a number of types of other catastrophic events, including without limitation

1. Public health crises, including any outbreak of COVID-19, SARS, H1N1/09 influenza, avian influenza, other coronavirus, Ebola or other existing or new epidemic diseases, or the threat thereof;
2. Major natural events or disruptions, such as hurricanes, earthquakes, tornadoes, fires, flooding and other natural disasters;
3. Acts of war or terrorism, including cyberterrorism; or major or prolonged power outages or network interruptions.

The extent of the impact of any such catastrophe or other emergency on Medici's and/or a User's operational and financial performance and each User's investments will depend on many factors, including the duration and scope of such emergency, the extent of any related travel advisories and restrictions, the impact on overall supply and demand, goods and services, investor liquidity, consumer confidence and levels of economic activity, and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted.

In particular, to the extent that any such event occurs and has a material effect on global financial markets or specific markets in which a User participates (or has a material effect on any locations in which Medici operates or on any of its personnel) the risks of loss could be substantial and could have a material adverse effect on Users or the ability of Medici to fulfill its investment objectives on behalf of its Users.

Fees

For the services provided by Medici under the Advisory Agreement, the User agrees to pay a subscription fee in order to establish and maintain their Medici Account on the Medici App, along with all the services that are associated with the Medici app, included - but not limited to - regular End Account data aggregation, account cash movements, Financial Advice, and other services.

Subscription Fees

The Medici App is provided in exchange for a Subscription Fee (“The Medici Fee”). The Medici Fee is applicable to any Medici Account regardless of the value of the connected Medici User End Accounts.

Medici Fees are a wrapped, fixed fee, paid monthly, that range in amount depending on the user’s situation & negotiation with the platform. Medici’s subscription fee will cover any third party fees associated with the services provided via the platform.

Currently, Medici is test-driving two fee methodologies, and users will be randomly selected upon joining the service to participate in one of the methodologies:

1. The First methodology is a “Pay What You Want” methodology. In this scenario, Medici will present the user with Either a fee floor of \$1 or \$5 (selected at random) and a suggested fee of \$5 or \$8 respectively, and the user will be able to define their own monthly fee.
2. The Second methodology is a “Pay What You Should” methodology. In this scenario, Medici will define the monthly fixed fee for the user - on a scale of \$1-\$15 - based on the assets in their End Accounts attached to the Medici App.

Any discount in the Medici Fee is calculated on a per-account basis with respect to the individual Medici User included.

Ancillary Fees

The Medici Fee includes most of the expenses that are typically incurred through data aggregation, account cash movements, and any additional expenses incurred through the operation of the Medici App per user.

The Medici Fee does not include any fees charged by the User’s End Account providers.

Brokerage and Custody Services

Medici does not have custody over any client accounts (neither Medici-proprietary accounts, nor client End-Accounts) at any time. With

regard to the Medici App, Medici has an arrangement with a number of third-party financial institutions, acting as a qualified custodian, through which all cash movements are provided to Users. Additional information about these entities and their services, as well as the benefits Medici receives from them is noted in greater detail in Item 9 of this Brochure.

Medici has established policies and procedures for the timely return of any securities, funds, or other assets that are inadvertently received by Medici from a User or third party.

Item 5. - Account Requirements and Types of Users

The Medici App is available for, and provided to, individuals who reside in the United States, and maintain financial accounts with registered U.S. Institutions. Participation in the Medici App requires that the User successfully complete the Medici Onboarding process which will include linking the User's existing End Accounts to the Medici App.

Medici Accounts have no minimum asset requirements.

Medici reserves the right to freeze or terminate your Access to the Medici App if the medici Subscription fee is not paid or if the payment method provided by you fails. Medici may in its sole discretion deduct any outstanding fees - as cash - from your connected End Accounts, regardless of settings in the User Profile granting discretionary or non-discretionary authority over such cash assets in your End Accounts.

Medici requires Users to prepay the Medici Fee via a debit or credit card payment (paid via a third party payment processor), or via a direct debit collected from the Medici User End Account by our Custodian, on a monthly or annual basis. Medici reserves the right to limit a User's ability to prepay the Medici Fee on an annual basis, thus only allowing such Users to prepay on a monthly basis.

Item 6 - Portfolio Manager Selection Evaluation

As discussed above, Medici provides financial advisory services. Medici does not exercise discretion over User non-cash assets in User End Accounts that are considered non-discretionary in nature. Medici exercises limited discretion on cash & equivalents in User End Accounts & full discretion on any assets held in Medici proprietary accounts. Users construct their own portfolios utilizing the Recommendations presented through the Medici App. While Users are ultimately responsible for implementing the Recommendations generated by the Medici App, they are under no obligation to do so.

Medici's supervised persons may or may not be involved, or gain financial benefit from certain funds or asset the Medici App recommends. This is, however, purely circumstantial: the Algorithm driving the recommendation given by the Medici App is not directly influenced in its decisions by the supervised persons.

Medici's Recommendations may comprise various publicly traded securities, including ETFs and/or other similarly traded Instruments, Cryptocurrencies, Funds, and additional security classes, selected by Medici's Algorithms based on the knowledge of medici's affiliate financial advisory team. The Automated Selected Investments are selected to allocate assets among a diversified collection of Instruments across different asset classes, industries, economic sectors, geographic regions, social beliefs, and/or investment strategies.

Medici reserves the right to change, at its sole discretion from time to time and without prior notice to Users:

1. The criteria considered by the Algorithm to provide recommendations to the user via the Medici App;
2. the Recommendations provided by the Medici App that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of its Users;
3. the asset allocation or investment options that are recommended by the Medici App;

You should understand that the Platform currently relies on the questions answered by the User, the User's time horizon, the Users financial situation,

the User's demographics, and additional factors included as Medici sees fit, and that these factors are not weighted equally.

Although Medici reviews the performance history of various securities that are recommended to Users, Medici does not calculate or audit the information for accuracy, verify the appropriateness of the methodology on which the performance is calculated or verify whether the performance complies with Global Investment Performance Standards or any other standard for performance calculation. Furthermore, past performance may not be indicative of future results and, as such, Users and prospective Users should not place too much emphasis on asset performance information.

As also discussed above, Medici has developed a process focused on identifying and evaluating the investment criteria for recommendations available on the Medici App. An investment committee has oversight of such criteria and may update the criteria - as they see fit - from time to time.

Item 7. - User Information Provided to Portfolio Managers

Medici, through the Medici App, generates Recommendations based on the information collected from User End Accounts, as well as User demographic and psychological information collected directly from the User or the User's interactions with the Medici App.

Other information collected by Medici through the Medici App may include, among other things, information about a User's identity, liquidity, age, e-mail address, physical address, location, nationality, citizenship, tax residency, or other information that is supplied to Medici through the Medici App.

Users agree to promptly update any User Information provided to Medici that is no longer accurate using the Medici App.

On Occasion, members of the Medici Customer Support Team may also need to access User Data in order to Assist Users with administrative issues or tasks.

Item 8 - User Contact with Portfolio Managers

Users may contact Medici's customer support team via email at info@medici.ai with respect to technical questions and service issues regarding the Medici App.

However, Medici does not provide investment advice in person, over the phone, live chat, or in any other manner other than through the interactions available on the Medici App.

Item 9. - Additional Information

Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a User's evaluation of Medici's advisory business or the integrity of Medici's management. Medici has no reportable material legal or disciplinary events to disclose related to Medici or any of its management persons.

In the ordinary course of its business, Medici and its employees have in the past been, and may in the future be, subject to periodic audits, examinations, claims, formal and informal regulatory inquiries, requests for information, subpoenas, investigations, and legal or regulatory proceedings, involving the SEC, other regulatory authorities, or private parties.

Additional information about Medici's advisory affiliates is contained in Part 1 of Medici's Form ADV.

Other Financial Industry Activities and Affiliations

Medici is a trade name for C.G. Medici & Co., a Delaware corporation.

Medici uses, suggests, and/or recommends its own services or the services of affiliated entities in connection with Medici's advisory business. Medici shares resources with and/or delegates certain of its advisory, transfer and other activities for Users to affiliated entities. The particular services involved will depend on the types of services offered by the affiliate. The arrangements may involve sharing or joint compensation, or separate compensation, subject to the requirements of applicable law. These services may include banking or brokerage services, customer technical support, marketing functions, operational support, and other types of services. Other particular relationships may include, but are not limited to, those discussed below.

Medici's affiliates will retain any compensation when providing banking and / or investment services to, or in connection with investment activities of, Medici Users subject to applicable law. Compensation may take the form of commissions, markups, markdowns, service fees or other commission equivalents. Medici Accounts or Users will not be entitled to any such compensation retained by Medici's affiliates.

Compensation Associated with Non-Investment Affiliated Entities

From time to time, third-party vendors and/or business partners may provide Medici, its affiliates, and/or its employees with non-monetary gifts and gratuities, such as promotional items (e.g., coffee mugs, golf balls, or gift baskets), meals and access to certain industry-related conferences (collectively, “gifts”). Medici has implemented policies and procedures intended to identify, quantify and track certain gifts received by the firm and/or its employees.

Medici from time to time enters into partnerships with third parties to offer promotions, benefits, and other rewards programs to its Users. In connection with such programs, Medici may receive a benefit in the form of compensation or other consideration from certain of its third-party partners, at no cost to its Users. Further, Medici may recommend certain of these third-party partner’s products as an option to its Users, which may result in a conflict between Medici and its Users. Where possible, Medici attempts to mitigate any third party conflicts of interest by returning compensation received to the Users.

Management Persons; Policies and Procedures

As discussed above, certain members of Medici’s management personnel also hold positions with one or more of Medici’s affiliated entities, or may engage in consulting relationships with non-affiliated entities. In any such positions, they may have some responsibility with respect to the business of these affiliated / non-affiliated entities. Consequently, in carrying out their roles at Medici and these other entities, the management personnel of Medici will be subject to potential conflicts of interest that exist between Medici and these affiliates.

Medici has established a variety of restrictions, policies, procedures, and disclosures designed to address potential and actual conflicts that arise between affiliates. The policies and procedures designed to address these potential conflicts are available in Item 9, Code of Ethics and Personal Trading and Participation or Interest in User Transactions. No assurance can be made that any of Medici’s current policies and procedures, or any policies and procedures that are established by Medici in the future will have their desired effect.

Code of Ethics and Personal Trading

Medici has adopted a Code of Ethics (the “Code”) and certain other policies and procedures that obligate Medici and its “access persons” (e.g., any partner, officer, director, member, or employee of Medici) to put the interests of the Users before their own interests and to act honestly and fairly in all respects in their dealings with Users. All of Medici’s personnel are also required to comply with applicable federal securities laws. Medici will supply a complete copy of its Code to any User or prospective User who requests a copy of the Code by contacting customer support by email at info@medici.ai.

Medici and its related persons effect transactions for their own accounts within the marketplace that Medici offers Recommendations to users. Therefore, from time to time, overlap may occur between the assets held by a Medici access person and a Medici User in their respective End Accounts.

To ensure trading by Medici’s access persons is conducted:

1. in a manner that does not adversely affect Medici’s trading on behalf of Users and
2. in a manner that is consistent with the fiduciary duties owed by Medici to the Users,

Medici has adopted the Code and attendant policies and procedures governing, among other things, transactions by Medici’s access persons and other “covered persons” (e.g., any such access person’s spouse, immediate family members).

The Code and attendant policies and procedures contain provisions designed to, among other things:

1. prevent improper personal trading by Medici’s access persons and other covered persons;
2. identify actual or potential conflicts of interest; and
3. provide guidance in resolving certain actual or potential conflicts of which Medici is aware of in favor of Users.

To accomplish these objectives, Medici is required under the Code and attendant policies and procedures to, among other things:

1. require any access person involved in the design, creation, or development of our Algorithms to disclose their personal asset holdings.
2. Have a third party internal person review the Algorithm periodically against the aforementioned asset holdings of access persons to ensure that the algorithm has not been biased towards or against certain asset classes, or specific assets.

While not anticipated in the ordinary course of business operations, Medici and/or its affiliates may engage in principal transactions. In each such instance, Medici expects to seek to effect any such transaction in accordance with the requirements of Section 206(3) of the Advisers Act.

Medici has also adopted policies and procedures regarding the receipt of gifts and entertainment by Medici's employees from certain third parties (e.g., vendors, banks, broker-dealers, consultants, etc.). Specifically, these policies and procedures require employees to report the receipt of gifts and entertainment in excess of pre-established de minimis thresholds. Medici reviews these reports for any potential conflicts of interest with respect to individual instances of gifts or entertainment, as well as patterns of the same over time, to seek to prevent employees from placing their own interests ahead of the interest of Users.

The Code and Medici's other policies and procedures also address the following key areas:

1. Recordkeeping;
2. oversight of the Code;
3. conflicts of interest;
4. the treatment of confidential information;
5. compliance with SEC rules and regulations; and
6. reporting misconduct.

Periodic training regarding the Code and Medici's other policies and procedures is provided to Medici's access persons. Separately, the attendant policies and procedures related to, among other things, Pay-to-Play rules,

gifts and entertainment and outside business activities are located in the Medici's compliance manual.

The Code contains provisions designed to prevent improper personal trading by Medici's access persons. Pursuant to the Code, all Medici access persons involved in the creation of our Algorithm attest to Medici's Code and submit to Medici their personal asset holdings, which is periodically reviewed.

All asset holdings need to be disclosed upon joining Medici and confirmed and/or updated periodically.

Participation or Interest in User Accounts

Managing conflicts of interest is an integral part of Medici's compliance program. We believe that no organization can totally eliminate conflicts that exist explicitly or implicitly. Medici evaluates its business activities and the actual and possible conflicts that may emerge from its activities on an ongoing basis. To the extent that existing or new business activities raise an actual conflict of interest, or even the appearance of a conflict, we endeavor to provide the User with full and clear disclosure or to take action to avoid them.

Medici acts as financial adviser under the Advisers Act in accordance with fiduciary standards; its affiliates, and/or its business partners conduct business as broker-dealer, asset manager, banking services provider, insurance distributor, marketing affiliate, and financial services organization. Medici's advisory affiliates provide a wide range of financial services to individuals. Medici and/or its affiliates may receive compensation in addition to the Medici Fee in connection with transactions and other services provided as part of the Program. The following are descriptions of certain conflicts of interest and potential conflicts of interest that may be associated with the financial or other interests Medici may have in transactions effected by, with, and on behalf of, Medici Accounts or financial advice otherwise offered to Users.

Movement of User Capital

If a User has the Autopilot capital allocation system "on" in their Medici App account, Medici will - as needed - calculate free cash in user End Accounts and reallocate that cash in order to better align User asset allocations for their goals, pay bills, loans, other user expenses; additionally users may also create

transactions from the Medici App to send cash to other users or between their own accounts.

During these capital movements (“transfers”) user cash will pass through the “Medici House Account” held at one or a number of third-party financial institutions. Any capital held in the Medici House Account generates a rate of return (“Interest”) for Medici. Although Medici may elect - at some future time - to return all or part of the Interest to the users, it is under no obligation to do so.

Medici Algorithm Recommendations

All recommendations made by Medici are created based on a set of proprietary algorithms that use a number of factors derived from the Users financial, demographic, and psychological data point in order to tailor advice to the user.

Although Medici does its utmost to eliminate conflicts of interest, our Algorithms are - fundamentally - created by humans that have their own investment methodologies & opinions on asset allocation. Therefore it is possible that the Medici Algorithms may recommend products or allocations that are strongly aligned to similar products or allocations used by our financial advisory product or development teams.

Third Party Product Conflicts

Medici may - from time to time - promote specific third-party financial products to the user, including (but not limited to) banking products or accounts, loan products, credit or charge card products, portfolio products, ETF's, RIET's, or other financial products, that align with User financial goals or spending habits.

It may be the case that Medici receives compensation from the providers of these products if our Users elect to purchase or use such products. In some cases, Medici may elect to return some or all of the compensation received to the user, but this may not always be the case. In cases where Medici retains the compensation of the User electing to use a financial product, this could be construed as a conflict of interest.

To alleviate this conflict of interest, Medici ensures that the Algorithm be designed & developed following strict investment best practices, so that it

does not consider any compensation that Medici may receive from the suggestion of any particular product in its calculations; but we cannot guarantee that it will not recommend such a product to the user.

Ancillary Fees and Expenses Not Covered By the Medici Fee

As of today, Medici does not have any ancillary fees that the user would need to pay above & beyond the Medici Fee. However, based on activity by Medici the user may incur additional fees from the provider of the User's End Accounts, so Users are encouraged to take note of any fees associated with their End Accounts prior to linking that account to Medici.

Conflicts of Interest Associated with Unaffiliated Advisers

Investment advisers unaffiliated with Medici, including investment managers of ETFs, Funds, or other products recommended by the Medici App, ("Unaffiliated Advisers") have interests and relationships that may create conflicts of interest related to their management of the ETFs, Funds, or other products to which Medici User End Account assets may be allocated. For information about conflicts of interest that may arise in connection with the activities of Unaffiliated Advisers of the ETFs, Funds, or other products recommended by the Medici App, please refer to the prospectuses, offering memoranda and constituent documents of such ETFs, Funds, or other products and to the Forms ADV of such Unaffiliated Advisers.

Securities Trading by Medici and its Affiliates

Medici and/or its affiliates may have a position in or enter into "proprietary" transactions in securities purchased or sold for Medici User End Accounts; Medici and/or its affiliates may benefit from such securities positions or transactions. Additionally Medici and/or its affiliates may financially benefit from some or any of the products accessed by Users through the Medici App.

We address these conflicts in a variety of ways, including:

1. Through disclosure in this Brochure and in the Advisory Agreement;
2. We are required to recommend investment products, securities, strategies and other financial products that are suitable for each User on the Medici App based upon the User Profile; and

3. We have established a variety of restrictions, procedures and disclosures designed to address potential conflicts of interest - both those arising between and among a Medici Account as well as between Medici Accounts and our business. For example, our personnel also are subject to personal trading restrictions as detailed in our policies and procedures and Code. In addition, Medici uses in-house technology to aggregate employee financial data (including trading histories and asset breakdowns) allowing compliance to review account trades and holdings. Further, employees are required to attest quarterly to their accounts being up-to-date in our system.

We may suggest or recommend that Users use the services of our partner financial institutions. Where we service the User's End Accounts utilizing our affiliate's services, Medici and its affiliates may receive compensation.

Review of Accounts

Account Reviews

An important part of the Medici App relationship involves maintaining up-to-date information & keeping the User informed as to the state of their End Accounts & Financial Plan. Reviews of the Account provide updates on the progress of the Users Financial Plan, performance of the User's portfolio, and other important information about the User's Investments. Reviews are also an opportunity to ensure that the information the User provides is complete, accurate and reflects the User's financial situation and objectives.

To enable continuous review of the User's End Accounts, and ensure that the User is able to keep all information up to date, Medici provides:

1. all Users with continuous access via the Platform to real time reporting information about their account status, securities positions and balances.
2. Regular system reviews by the Algorithm to ensure that the financial status of the user has not changed or altered (for example, an increase in User Income).
3. Periodic questions by the Medici App to the user in order to ascertain if the information in the User Profile is up to date & accurate.

Medici's supervision and monitoring do not substitute for each User's own continued review of the performance of each such User's End Account, nor the accuracy of information in the User Profile. Each User is responsible for logging in to the User's Medici App regularly to review performance and other information Medici makes available to Users. If the User identifies any discrepancies, the User should promptly report them to Medici by emailing info@medici.ai

User Reports

Medici is not a Custodian & is thus not required to produce user financial statements. Users looking to access financial statements for recordkeeping or printing must do so from their End Account provider.

User Referrals and Other Compensation

We have entered or may enter into marketing arrangements with third parties or Shareholders who, for compensation, will provide consulting or other services to us in connection with marketing our various advisory programs, or otherwise refer prospective Users to us. Each such marketing arrangement is or will be governed by a written agreement between us and the third party or Shareholder, and will be disclosed to the User, as required by law. Medici, however, does not receive any compensation for referring Users to another advisor nor does Medici pay any compensation to another advisor if another advisor refers Users to Medici.

Medici or one or more of its related persons may also receive compensation from retailers in connection with certain promotions, in which Medici or one or more of its related persons refers Users to the retailers for the purchase of non-investment consumer products or services. Medici or one or more of its related persons may, in their sole discretion, also transfer a portion of the compensation received in connection with such promotions into the applicable User's Medici Account, at no cost to the User, to fund the purchase of additional Investments.

User Referrals

Medici offers Users and/or prospective Users certain promotions or rewards in connection with opening and/or maintaining products and/or services offered by or through affiliated and unaffiliated entities. Such promotions or rewards

may include, by way of example, the payment of a cash reward. The promotions may require a User to request to receive or participate in the promotion or reward, and/or require a User to meet various eligibility criteria.

Medici also expects from time to time to run various promotional campaigns to attract Users to open accounts on the Medici App. These promotions may include additional account services or products offered on a limited basis to select Users, and/or reduced or waived fees for Users.

In addition, Medici may make cash payments or give other compensation to Users for referring prospective Users to Medici, consistent with applicable laws, including Rule 206(4)-3 under the Advisers Act. The compensation arrangements generally are based on a fixed payment paid to the referring User by Medici and are disclosed to prospective Users. Medici, however, does not compensate employees of Medici or its affiliates for User referrals.

Medici also pays pre-determined fees to third-parties for driving new users to Medici, which may be in the form of so-called CPM, CPC, or CPA arrangements (respectively, impressions, clicks or actions through other websites).

Financial Information

Medici does not solicit fees of more than \$1,200.00, per User, six months or more in advance and therefore does not need to include a balance sheet with this Brochure.

Medici has no financial commitment that would impair its ability to meet any contractual and fiduciary commitments to the User.

Medici has not been the subject of any bankruptcy proceedings.