

Item 1 - Cover Page

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This brochure ("Brochure") provides information about the qualifications and business practices of Vector Technologies, LLC (the "Adviser"). If you have any questions about the contents of this Brochure, please contact the Adviser at 305-317-0140 or support@getvec.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state authority.

Additional information about the Adviser is also available on the SEC's website at **www.AdviserInfo.sec.gov**.

Item 2 - Material Changes

This Brochure is a document which the Adviser provides to its clients as required by the SEC's rules.

As a newly formed investment adviser, this is the Adviser's initial filing of the Brochure. Accordingly, there are no material changes to report.

In the future, in this *Item 2 – Material Changes*, the Adviser will reference the date of the last annual update of its Brochure and will provide clients with a summary of any material changes made.

The Adviser will provide clients with a new Brochure as necessary based on changes, new information, or at a client's request, at any time, without charge.

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Item 4 - Advisory Business

General Information

The Adviser, a Delaware limited liability company, was formed in December 2018.

Advisory Services

The Adviser provides non-discretionary investment advisory services to clients through the Internet. Specifically, the Adviser uses a proprietary algorithm known as VectorSize ("VectorSize"), which suggests personalized trade sizes for U.S.-listed equities based upon certain information input by a client on the Adviser's website (the "Website"), including: (i) which stock the client is interested in trading; (ii) the client's trade-specific risk tolerance; and (iii) how confident the client is in that particular trade. Based upon this information, VectorSize makes a recommendation regarding how much of the particular stock the client should buy or sell.

The Adviser's services are provided without the direct use of human investment adviser representatives or financial planners. The Adviser does not implement any transaction or trade on behalf of its clients.

In order to access and use VectorSize, users must create an account on the Website and accept the terms and conditions set forth thereon.

Principal Owners

Mr. Adam Gordon and Mr. Larry Chachkes are the principal owners of the Adviser.

Type and Value of Assets Currently Managed

The Adviser does not engage in any continuous and regular supervisory or management services of assets for its clients.

Item 5 - Fees and Compensation

General Fee Information

Clients are generally required to pay a subscription fee (the "Subscription Fee") to the Adviser through the Website in exchange for the Adviser's investment advisory services. When clients create an account on the Website, they will be prompted to choose from three different Subscription Fee arrangements with the Adviser, including: (i) a thirty (30) day free trial; (ii) a monthly subscription ("Monthly Subscription"); or (iii) an annual subscription ("Annual Subscription"). Depending on the type of subscription selected, clients will generally be billed in advance on a monthly or annual basis. Subscriptions to the Website will automatically renew at the end of the applicable term unless or until the client chooses to cancel the subscription. In the event that a subscription is cancelled or there is a billing issue with a subscription, the Subscription Fee will no longer be charged to the client. The client may cancel the subscription at any time without penalty. However, if a client cancels the subscription in the middle of a billing period, the client will continue to have full access to the Website and VectorSize until the next billing date but will not receive a refund of any portion of the Subscription Fee.

In exchange for payment of the Subscription Fee, clients will receive full access to the Website, which includes access to news, reports, charts, and analyses, as well as access to and use of VectorSize.

Thirty-Day Free Trial

If a client selects a one time, thirty (30) day free trial with the Adviser, then the client will have full access to the Website and VectorSize, but will not pay a Subscription Fee during the thirty-day period. The client will not be required to provide credit card or banking information to the Adviser, and the client's subscription will not automatically renew. However, at the expiration of the thirty-day period, the client may choose to sign up for a Monthly Subscription or an Annual Subscription with the Adviser.

Monthly Subscription

If a client selects a Monthly Subscription with the Adviser, then the client will have full access to the Website and VectorSize and will pay a monthly Subscription Fee to the Adviser in the amount of \$49.99 per month. The client will provide credit card or banking information to the Adviser through the Stripe software utilized by the Adviser on the Website. The Adviser will automatically charge the client's credit card or bank account on the date the client signs up and on the same day of the month on a monthly basis thereafter, unless and until such subscription is cancelled by the client.

Annual Subscription

If a client selects an Annual Subscription with the Adviser, then the client will have full access to the Website and VectorSize and will pay an annual Subscription Fee to the Adviser in the amount of \$499.99 per year. The client will provide credit card or banking information to the Adviser through the Stripe software utilized by the Adviser on the Website. The Adviser will automatically charge the client's credit card or bank account on the date the client signs up and annually thereafter on the same day of the year, unless and until such subscription is cancelled by the client.

Additional Fees

Subscription Fees paid to the Adviser are exclusive of any and all fees charged by third parties in connection with executing the trades recommended through VectorSize, including custodial and transaction costs paid to the client's custodian, brokers, or other third party consultants. In addition the Subscription Fees are separate and apart from any internal fees and expenses charged by mutual funds, exchange traded funds ("ETFs") or other investment pools to their shareholders (generally including a management fee and fund expenses, as described in each fund's prospectus or offering materials), mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from the custodian, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. The client should review all fees charged by funds, brokers, the Adviser and others to fully understand the total amount of fees paid by the client for investment and financial-related services.

Other Compensation

Broker Disclosure: Certain employees of the Adviser are also Registered Representatives of T3 Trading Group LLC ("T3 Trading"), a FINRA and SIPC member and registered broker-dealer ("T3 Representatives"). As such, the T3 Representatives are entitled to receive brokerage commissions in connection with trades made for T3 Trading. T3 Trading employs only proprietary agents and does not have third party customers. Clients of the Adviser would not be able to place trades with any T3 Representatives.

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

The Adviser does not have any performance-based fee arrangements. "Side-by-Side Management" refers to a situation in which the same firm manages accounts that are billed based on a percentage

of assets under management and at the same time manages other accounts for which fees are assessed on a performance fee basis. Because the Adviser has no performance-based fee accounts, it has no side-by-side management.

Item 7 - Types of Clients

The Adviser serves individuals, including high net worth individuals, corporations, foundations, retirement and pension plan participants, and other entities. The Adviser does not require a minimum account size to sign up for its services.

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

Methods of Analysis

As discussed above, the Adviser utilizes a proprietary algorithm known as VectorSize to suggest personalized trade sizes for U.S.-listed equities to clients based upon certain information input by clients on the Website. Such information includes: (i) which stock a client is interested in trading; (ii) the client's trade specific risk tolerance; and (iii) how confident the client is in that particular trade.

Specifically, clients must: (i) select a stock that the client is interested in trading by inputting the stock's ticker symbol on the Website; (ii) indicate the client's specific risk tolerance by selecting a confidence level from a drop down menu on the Website, which includes options for a low, medium, or high confidence level; and (iii) indicate at which price levels the client expects to trade, including each of the following: (a) where the client would limit his, her, or its losses, (b) a realistic price level at which the client expects to trade, and (c) an optimistic price level at which the client would like to trade. Based upon these inputs by the client on the Website, VectorSize suggests personalized trade sizes for the specific stock selected by the client.

Investment Strategies

As discussed above, the Adviser does not execute any transactions or trades on behalf of its clients and does not engage in any continuous and regular supervisory or management services of assets for its clients. The Adviser utilizes a proprietary algorithm to suggest personalized trade sizes based upon client inputs.

Risk of Loss

The Adviser believes that its proprietary algorithm offers value to many clients, but all clients must be aware that algorithms have significant limitations. The Adviser's algorithm relies upon client-input information, and the usefulness of the results is therefore limited by, among other things, the information provided by the client. The algorithm is based upon common scenarios, and guidance is principles based. Therefore, many unique circumstances of the client may not be taken into account. Because of these limitations, digital advice may not be not appropriate for everyone. Some clients will have financial situations that would be better served by advice from an in-person adviser for actionable guidance.

Additionally, the trades made by clients in reliance upon the investment advice of the Adviser are subject to significant risks. There can be no assurance that clients will be able to meet their investment objectives and goals, or that investments will not lose money. Below is a description of several of the principal risks that clients may face when placing trades.

Economic Conditions. Changes in economic conditions, including, for example, interest rates, inflation rates, employment conditions, competition, technological developments, political and

diplomatic events and trends, and tax laws may adversely affect the business prospects or perceived prospects of companies. Economic conditions are not within the control of the Adviser, and no assurances can be given that the Adviser will anticipate adverse developments.

Equity Market Risks. Trades made by a client in reliance upon the investment advice of the Adviser are subject to the risks of the stock market. These risks include, without limitation, the risks that stock values will decline due to daily fluctuations in the markets, and that stock values will decline over longer periods (*e.g.*, bear markets) due to general market declines in the stock prices for all companies, regardless of any individual security's prospects.

Cybersecurity Risks. With the increased use of technologies to conduct business, the Adviser is susceptible to operational, information security, and related risks despite taking reasonable steps to mitigate such risks. In general, cyber incidents can result from deliberate attacks or unintentional events that can arise from external or internal sources. Cyberattacks include, but are not limited to, gaining unauthorized access to digital systems (*e.g.*, through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information; corrupting data, equipment, or systems; and causing operational disruption. Cyberattacks can also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (*i.e.*, efforts to make network services unavailable to intended users). Cyber incidents affecting the Adviser have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, interference with the ability to calculate asset prices, impediments to trading, the inability to transact business, destruction to equipment and systems, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. Similar adverse consequences could result from cyber incidents affecting issuers of securities in which a client trades based on the Adviser's recommendations, counterparties with which an account engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies, and other financial institutions (including financial intermediaries and service providers), and other parties.

Operational Risks. Operational risks can include risk of loss arising from failures in internal processes, people, or systems, such as routine processing incidents or major systems failures, or from external events, such as exchange outages. In addition, algorithms are used in connection with the Adviser's investment advisory services and contribute to operational risks. There is a risk that the algorithms and data input into the algorithms could have errors, omissions, imperfections, or malfunctions. Any decisions made in reliance on incorrect data expose client trades to potential risks. Issues in the algorithms are often extremely difficult to detect and could go undetected for long periods of time or never be detected.

Item 9 - Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the Adviser or the integrity of the Adviser's management. In 2013, FINRA initiated a disciplinary action against Mr. Gordon, in which it alleged that a member firm, through Mr. Gordon and another individual, caused the firm's co-CEOs to certify that for the years 2007 and 2008, the firm had processes in place to establish, maintain, and review supervisory policies and procedures but failed to provide such policies or procedures in a written report for review by the co-CEOs in violation of FINRA and National Association of Securities Dealers rules. Without admitting or denying the findings, Mr. Gordon

consented to the entry of such findings and to a fine in the amount of \$5,000, for which he was jointly and severally liable with the firm.

Item 10 - Other Financial Industry Activities and Affiliations

T3 Trading

Certain employees of the Adviser are T3 Representatives. As such, these T3 Representatives are entitled to receive brokerage commissions. T3 Trading employs only proprietary agents and does not have third party customers. Clients of the Adviser would not be able to place trades with any T3 Representatives. Please see *Item 5 – Fees and Compensation* for more information.

Applied Logic Capital Management, LLC and Applied Logic G.P., LLC

Mr. Gordon and Mr. Chachkes, the principal owners of the Adviser, are also the managing members of Applied Logic Capital Management, LLC (the “Applied Logic Adviser”), the investment adviser to Applied Logic Partners, LP, a private fund (the “Private Fund”), and Applied Logic G.P., LLC, the general partner (the “Applied Logic GP” and together with the Applied Logic Adviser, “Applied Logic”) of the Private Fund. Because VectorSize’s services are limited to U.S.-listed equities, VectorSize will not make any recommendations regarding investment in the Private Fund. However, it is possible that an investor in the Private Fund will utilize the services of VectorSize and therefore pay subscriptions fees for such services as well as pay the fees to Applied Logic set forth in the Private Fund’s Offering Memorandum and Partnership Agreement.

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

Code of Ethics and Personal Trading

The Adviser has adopted a Code of Ethics (“the Code”), the full text of which is available to you upon request. The Adviser’s Code has several goals. First, the Code is designed to assist the Adviser in complying with applicable laws and regulations governing its investment advisory business. Under the Investment Advisers Act of 1940, as amended, the Adviser owes fiduciary duties to its clients. Pursuant to these fiduciary duties, the Code requires Adviser associated persons to act with honesty, good faith, and fair dealing in working with clients. In addition, the Code prohibits associated persons from trading or otherwise acting on insider information.

Next, the Code sets forth guidelines for professional standards for the Adviser’s associated persons (managers, officers, and employees). Under the Code’s Professional Standards, the Adviser expects its associated persons to put the interests of its clients first, ahead of personal interests. In this regard, Adviser associated persons are not to take inappropriate advantage of their positions in relation to Adviser clients.

Third, the Code sets forth policies and procedures to monitor and review the personal trading activities of associated persons. Typically, the Adviser does not have visibility into client accounts and does not know what trades clients are making, so the Adviser would not know if its associated persons were investing in the same securities as its clients. In the event that the Adviser gains visibility into client accounts, the Adviser has adopted procedures in its Code designed to reduce or eliminate conflicts of interest that this could cause, including generally disallowing trading by an associated person in any security within a proscribed period of time before any client trades the same security. In addition, the Adviser’s Code provides for the creation of a restricted securities list, reporting and review of personal trading activities, and pre-clearance of certain types of personal trading activities. These policies are designed to discourage and prohibit personal trading

that would disadvantage clients. The Code also provides for disciplinary action as appropriate for violations.

However, employees and affiliates of the Adviser may utilize user data based on inputs from clients in VectorSize to make trades, including personal trades. Importantly, there is no confirmed data available to associated persons or affiliates of the Adviser regarding which trades clients actually made, and the Adviser has no visibility into client accounts. The Adviser has specifically disclosed the fact that its associated persons and affiliates may utilize user data based on client inputs in VectorSize to make personal trades in its client agreement.

Participation or Interest in Client Transactions

As outlined above, although not anticipated to be an issue based upon the nature of the Adviser's business, the Adviser has adopted procedures to protect client interests when its associated persons invest in the same securities as its clients. In the event of any identified potential trading conflicts of interest, the Adviser's goal is to place client interests first.

Consistent with the foregoing, although not anticipated to be an issue, the Adviser maintains policies regarding participation in initial public offerings ("IPOs") and private placements in order to comply with applicable laws and avoid conflicts with client transactions. If an associated person wishes to participate in an IPO or invest in a private placement, he/she must submit a pre-clearance request and obtain the approval of the Chief Compliance Officer.

The Adviser does not engage in aggregated trading. Accordingly, the Adviser does not anticipate any issues related to associated persons trading with client accounts, such as trades not being filled in their entirety. However, if such a situation were to arise, the Adviser associated person's shares would be removed from the block, and the balance of shares would be allocated among client accounts in accordance with the Adviser's written policy.

Item 12 - Brokerage Practices

As discussed above, the Adviser does not does not implement any transaction or trade on behalf of its clients or engage in any continuous and regular supervisory or management services of assets for its clients. Accordingly, the Adviser has no visibility into any client accounts and does not select or recommend any broker-dealers for client transactions nor does the Adviser require directed brokerage. The Adviser does not receive soft dollar benefits from any broker-dealer. Because the Adviser does not implement any transactions or trades, the Adviser does not aggregate client orders.

Item 13 - Review of Accounts

VectorSize and its outputs are reviewed and tested by the Adviser regularly based on internal use which: (i) helps identify and address any issues that may arise with respect to VectorSize's operation; and (ii) helps ensure that VectorSize is functioning as intended. In the event that VectorSize is not functioning as intended, the Chief Compliance Officer will be promptly notified.

Additionally, clients have the ability to contact the Adviser's support team via email at support@getvec.com if there are any concerns that VectorSize is not properly functioning.

Item 14 - Client Referrals and Other Compensation

The Adviser does not currently provide compensation to any third-party solicitors or promoters for client referrals or otherwise have any referral arrangements.

Certain employees of the Adviser are also T3 Representatives. As such, these T3 Representatives are entitled to receive brokerage commissions. Please see *Item 5 – Fees and Compensation* for more information.

Item 15 - Custody

The Adviser does not maintain custody of any client funds or securities nor does the Adviser deduct fees from any client investment accounts. Clients should receive information about their investment accounts, including trade confirmations and account statements, directly from their account custodians, which clients should carefully review.

Item 16 - Investment Discretion

As described in *Item 4 - Advisory Business*, the Adviser will accept clients on a non-discretionary basis only. The Adviser does not execute trades or transactions on behalf of its clients and does not engage in any continuous and regular supervisory or management services of assets for its clients. Instead, the Adviser suggests trade sizes based upon certain information input by clients on the Website. Based upon the recommendations from the Adviser, the client may choose whether to engage in a particular trade.

Item 17 - Voting Client Securities

As a policy and in accordance with the Adviser's investment advisory agreement, the Adviser does not vote proxies related to securities held in client accounts (as the Adviser does not have visibility into the securities held in client accounts). The custodian of a client's investment account(s) will normally provide proxy materials directly to the client. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client accounts. The Adviser does not provide advice to clients regarding the clients' voting of proxies.

Item 18 - Financial Information

The Adviser does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore has no disclosure with respect to this item.