

Inter&CO US Advisors LLC

Part 2A of Form ADV, Appendix 1

Wrap Fee Program Brochure

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This brochure provides information about the qualifications and business practices of Inter&CO US Advisors LLC (“Inter&CO US Advisors”). If you have any questions about the contents of this brochure, please contact us at 888-305-7264. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Please note, where this brochure may use the terms “registered investment adviser” and/or “registered”, registration itself does not imply a certain level of skill or training.

Additional information about Inter&CO US Advisors is also available on the SEC’s website at: www.adviserinfo.sec.gov.

Item 2 Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Inter&CO US Advisors is a newly registered investment adviser; therefore, there are no material changes to report.

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Item 4 Services, Fees, and Compensation

General Description of the Firm

Inter&CO US Advisors LLC (“Inter&CO US Advisors”), a wholly owned subsidiary of Inter&CO US Holding, Inc., was founded on May 9, 2023, and is an automated investment adviser registered with the SEC, primarily based in Miami, Florida. Inter&CO US Advisors provides clients with software-based investment advisory and portfolio management services. This feature, launched in October 2023, is made available via a mobile application (“SuperApp”), an application made available to the customers of Inter&Co’s family of companies. Software-based financial planning tools and services (as described further in Item 4 Summary of Investment Advisory Services below) which power the back-office processes within the SuperApp are provided by FinTron, Inc. (“FinTron”) and by Franklin Advisers, Inc. (“Franklin”) through its Goals Optimization Engine, or GOE™ software (“GOE” or “Software”).

Since June 2023, the SuperApp included the "Plataforma Global de Investimentos" brokerage account for its clients. This account allows clients to deposit funds through two sister companies: Banco Inter S.A. (“Banco Inter”) a Brazilian bank that facilitates currency conversion into Brazilian reais, and Inter&CO Payments, Inc. (“Inter&CO Payments”), a remittance company that enables money transfers in USD. Clients can conveniently initiate transfers to their Inter&CO US Advisors account through the SuperApp. The cash balance in this account is not subject to earning a variable rate of interest and isn’t eligible for Federal Deposit Insurance Corporation (“FDIC”) insurance.

Additional information about Inter&CO US Advisors’ products, structure and directors is provided on Part 1 of Inter&CO US Advisors’ Form ADV which is available online at www.adviserinfo.sec.gov. We encourage visiting our website <https://inter.co/robo-advisor/> for additional information.

Inter&CO US Advisors offers software-based investment advisory and portfolio management services through a wrap-fee program ("Program") as described in this wrap fee program brochure to prospective and existing clients. Inter&Co US Advisors is the sponsor and investment adviser for the Program. A wrap-fee program is a type of investment program that provides clients with asset management and brokerage services for one all-inclusive fee. If you participate in our wrap fee program, you will pay our firm a single fee, which includes money management fees, certain transaction costs, and administrative costs. You are not charged separate fees for the respective components of the total services. Inter&CO US Advisors receives the entire wrap fee for our services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the Program.

Prior to becoming a client under the Program, you will be required to enter into a separate written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

Summary of Investment Advisory Services

Inter&CO US Advisors offers an automated investment advisory service through an Investment Advisory Agreement, which allows clients to access advanced investment advisory and portfolio management services through the SuperApp. As provided in the Advisory Client Agreement, advisory clients (“Clients”) grant Inter&CO US Advisors full discretionary authority to manage Client assets. General brokerage services for Clients are provided by Inter&CO Securities LLC (“Inter&CO Securities”), an affiliated broker dealer who is a member of the Financial Industry Regulatory Authority (“FINRA”), while clearing services are handled by Apex Clearing Corporation (“Apex” or “Custodian”) pursuant to the Account Application and Customer Agreement (the “Brokerage Agreement”).

Inter&CO US Advisors manages Client accounts on a fully discretionary basis (“Robo-advisory accounts”). This means a Robo-advisory Account is authorized to trade its Clients’ exchange-traded funds (“ETFs”) or other investments in Robo-advisory Accounts to maintain the Client’s target investment allocation. Inter&CO US Advisors relies on FinTron’s API structure to provide connectivity between the SuperApp interface and Franklin’s Software. This structure is responsible for providing asset allocation recommendations, trading to invest Client deposits, funding Client withdrawals, reassessing progress toward Client’s goals, and to perform rebalancing to maintain target portfolio allocations.

Inter&CO US Advisors requires that a Client who decides to retain Inter&CO US Advisors as their investment adviser complete and execute an Investment Advisory Agreement. Under the terms of the Investment Advisory Agreement, Inter&CO US Advisors assumes full discretionary trading and investment authority over the Client’s assets advised by Inter&Co US Advisors in accounts held with Inter&CO Securities. For fully-discretionary Accounts, Inter&CO US Advisors is given discretionary authority to select the timing, quantity, and identity of securities to buy and sell for the Client as well as enter into, amend or terminate contracts relating to the Account.

A Client should understand that subject only to Inter&CO US Advisors’ fiduciary duties, Inter&CO US Advisors’ full-discretionary trading and investment authority over the Client’s assets in the accounts held at Inter&CO Securities means that the timing, quantity, and identity of securities to buy and sell on behalf of the Client is completely within Inter&CO US Advisors’ discretionary authority. While Inter&CO US Advisors seeks to respond to Client deposits, Client withdrawal requests, including without limitation requests in connection with terminations, Client changes in risk profiles, Client changes to the portfolio allocation, and other reasonable Client requests in a timely and reasonable manner, Inter&CO US Advisors does not represent or guarantee that Inter&CO US Advisors will respond to any such Client actions or requests immediately or in accordance with a set time schedule. Further, Inter&CO US Advisors is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other trading instructions placed by Inter&CO US Advisors on behalf of Client through Inter&CO Securities due to any reason or no reason, including without limitation any or all of the following, which are likely to happen from time to time: (A) any kind of interruption of the services provided by Inter&CO Securities or its clearing or executing broker-dealers or Inter&CO US Advisors’ ability to communicate with Inter&CO Securities or its clearing firm (B) hardware or software malfunction, failure or unavailability; (C) Inter&CO Securities system outages; (D) internet service

failure or unavailability; (E) the actions of any governmental, judicial or regulatory body; and/or (F) force majeure.

All Robo-advisory Accounts are individualized taxable accounts that allow Clients to choose between portfolios recommended by Inter&CO US Advisors and the ability to customize certain of its recommendations. No other account types, such as individual retirement accounts (“IRA”) and college savings accounts, are offered. All portfolios are diversified, automated, and curated by third-party skilled experts that aim to optimize returns while aligning with each Client's particular risk tolerance and investment preferences.

Inter&CO US Advisors creates an investment plan and manages a Client’s portfolio by identifying: 1) optimal asset classes in which to invest, 2) efficient ETFs or other investments to represent each of those asset classes, and 3) an ideal mix of asset classes based on the Client’s specific risk tolerance. Clients may also choose to customize the recommendations and make adjustments to our recommended investment allocations, increasing or decreasing the target percentage of a particular ETF or investment. Clients can also choose from a list of additional ETFs or other investments and request specific allocations to each.

Inter&CO US Advisors tailors its software-based investment advisory service to the individual needs of each of its Clients, in accordance with the portfolio allocation chosen by Clients, and subject to certain account limitations that prospective investors should consider. Inter&CO US Advisors asks each prospective Client a series of questions through the SuperApp to evaluate both the individual’s objective capacity to take risk and subjective willingness to take risk.

Changes in Your Financial Circumstances

Although Inter&CO US Advisors contacts its Clients periodically as described further in Item 8 below, Clients are responsible for updating their information through the Platform promptly should there be any changes in answers to questions in the Suitability Questionnaire.

Fees and Compensation

Inter&CO US Advisors is compensated for its advisory services described in this wrap fee brochure by charging a maximum annual wrap fee of 100 basis points (1.00%) of the Client’s assets under management; however, fees are negotiable and range between .75% and 1.00% annually.

Clients have access to current Account balances and positions through the SuperApp. The Custodian prepares Account statements showing all transactions and Account balances during the prior quarter. All information relating to Client Accounts is provided on the SuperApp.

To determine the fee-eligible amount, Inter&CO US Advisors calculates an average daily balance (“ADB”) for each billing cycle on a monthly basis. To calculate the average daily balance, we add up the ending balance for each day in the billing cycle and divide the total by the number of days in the cycle. Inter&CO US Advisors collects its fees in arrears. It does not collect fees in advance.

Example:

Suppose a client has a balance of \$50,000 in their advisory account at the beginning of the month, and the billing cycle is one month. To calculate the average daily balance, Inter&CO US Advisor would add up the ending balance for each day in the month, which results in a total of \$1,500,000. Then, we would divide the total by the number of days in the month, which is 30, resulting in an average daily balance of \$50,000. The fee for the month would be one twelfth of the 1.00% annual fee (0.083%) times the ADB of \$50,000, which is \$41.

The final fee schedule is memorialized in the client's Investment Advisory Agreement. Clients may terminate the Investment Advisory Agreement immediately by closing the account within the App. Wrap Fees are not prorated for partial months.

At the end of each billing cycle, Inter&CO US Advisor will deduct the monthly fee from the cash balance in the client's account. If there is not enough cash available in the account, Inter&CO US Advisor will direct its introducing broker dealer to sell securities to generate sufficient cash proceeds to cover the fee. The securities that will be sold are those that deviate the most from the established allocation, with the aim of rebalancing the account. Inter&CO US Advisors reserves the right, in its sole discretion, to negotiate, reduce or waive the advisory fee for certain Client Accounts for any period of time determined solely by Inter&CO US Advisors. In addition, Inter&CO US Advisors may reduce or waive its fees for the Accounts of some Clients without notice to, or fee adjustment for, other Clients.

In addition to the advisory fees, Clients may also pay other fees or expenses imposed by the custodian and other third-parties, as well as to an affiliate of Inter&CO US Advisors. These include transfer fees, administrative fees and other fees and taxes on brokerage accounts and securities transactions. The issuers of certain investments we purchase for Clients (such as ETFs, investment trusts, or other investments) may charge Clients separate product fees. Inter&CO US Advisors does not charge these product fees to Clients, nor does it benefit directly or indirectly from any such fees. Product fees typically include embedded fund expenses that may reduce an investment fund's net asset value, and therefore directly affect the fund's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. Fund expenses may include management fees, custodian fees, brokerage commissions, and legal and accounting fees. Fund expenses may change from time to time at the sole discretion of the fund issuer.

Brokerage Practices

Inter&CO US Advisors places all trade orders for securities transactions on behalf of Client Accounts solely with Inter&CO Securities, with whom Clients must open brokerage accounts if they are to become Inter&CO US Advisors investment advisory clients.

Apex clears and settles all Client account trade order securities transactions, and all costs associated with the clearing and settlement of such securities transactions are borne by Inter&CO Securities. Clients also do not pay any securities transaction costs (e.g., commissions or SEC fees) for trades executed through Inter&CO Securities,

Inter&CO US Advisors seeks to ensure that its Client receive the best overall execution for securities transactions from brokerage firm by continuing to monitor and review its best execution

capability. When assessing the best execution capability, Inter&CO US Advisors will consider the following factors: execution speed, price improvement versus the national best bid and offer (NBBO) and overall execution quality among other factors.

Since you are required to use Inter&CO US Securities, Inter&CO US Advisors may be unable to achieve the most favorable execution of your transactions. Inter&CO US Advisors believe that Inter&CO US Securities provides quality execution services based on several factors, including, but not limited to, the ability to provide professional services, reputation, and experience. Inter&CO US Advisors selection of custodian is based on many factors, including the level of services provided, the custodian's financial stability, and the cost of services provided by the custodian to our clients.

Inter&CO US Advisors does not engage in any "soft dollar" practices involving the receipt of research or other brokerage service in connection with Client transactions, nor does Inter&CO US Advisors compensate or otherwise reward any brokers for client referrals. It is important to note, however, that while Inter&CO US Advisors maintains these practices, Inter&Co Securities may operate differently in this regard.

Inter&CO US Advisors will aggregate orders for clients. With respect to the Program, Inter&CO US Advisors places aggregated orders involving multiple client accounts trading in the same securities. In conducting these transactions, no client is favored over any other client and each client who participates in an aggregated transaction will participate at the average share price for transactions in the aggregated order. Inter&CO US Advisors or its affiliates do not charge separate fees for any trade execution or custody services provided to clients.

Should the securities recommended within an allocation change, Inter&CO US Advisors will submit a block transaction, including transactions for each account holding the affected security. To avoid variation in the execution price across multiple trades, the transactions will be processed as a block, and an average price will be calculated and assigned across all accounts trading for this purpose. These transactions will be executed at Inter&CO US Advisors's discretion per the Investment Advisory Agreement related to the specific goal. Block orders typically fill immediately, but unexpected conditions can result in a transaction filing at a lower quantity than requested. Known as a "partial fill," when this happens, Inter&CO US Advisors will allocate the filled quantity on a pro-rata basis, such that each investor is allocated a quantity proportional to the investor's portion of the submitted block. When this happens, additional block transactions may be required to bring each position into line with the intended allocation.

Item 5 Account Requirements and Types of Clients

Inter&CO US Advisors primarily provides software-based investment advisory services to individuals.

The minimum amount required to open Account with Inter&CO US Advisors is \$2,500. The minimum to maintain it is \$500, and any incremental deposits are required to be at least \$500.

As a result of the automation associated with offering its services online, Inter&CO US Advisors makes it possible for retail investors to access its service with much lower account minimums than normally available in the industry. Clients can open their Accounts, fund it, and have access to it through the SuperApp.

At any time, a Client may terminate an Account, make partial or full withdrawals from an Account (provided that the balance does not fall below the account minimum of \$500), update their investment profile, or customize our recommended allocation, including adding or removing specific ETFs or other investments from their designated allocation. These actions may initiate an adjustment in the Account's holdings. In such cases, unless otherwise directed by the Client, Inter&CO US Advisors will sell the securities in the Account (or portion of the Account, in the case of a partial withdrawal or update) at market prices in a reasonable and timely manner. However, Inter&CO US Advisors does not represent or guarantee, Inter&CO US Advisors will respond to any such Client actions or requests immediately or in accordance with a set time schedule. See Item 4 for a description of Inter&CO US Advisors discretionary investment authority, including the timing of Inter&CO US Advisors' placement of Client trade orders.

Investors evaluating Inter&CO US Advisors' software-based investment advisory service should be aware that Inter&CO US Advisors' relationship with Clients is likely to be different from the "traditional" investment advisory relationship in several aspects:

1. Inter&CO US Advisors is a software-based investment adviser which means each Client must acknowledge their ability and willingness to conduct their relationship with Inter&CO US Advisors on an electronic basis. Under the terms of the Investment Advisory Agreement and the Brokerage Agreement, each Client agrees to receive all Account information and Account and any updates or changes to same, through their access to the SuperApp and Inter&CO US Advisors' electronic communications. Unless noted otherwise on the Site or within this Brochure, Inter&CO US Advisors' investment advisory service, Inter&CO Securities brokerage services, the signature for the Investment Advisory Agreement and the Brokerage Agreement, and all documentation related to the advisory services are managed electronically. Inter&CO US Advisors does make individual representatives available to discuss servicing matters with Clients.
2. To provide its investment advisory services and tailor its investment recommendations to each Client's specific needs, Inter&CO US Advisors collects information from each Client, including specific information about their investing profile such as financial situation, investment experience, and investment objectives. Inter&CO US Advisors maintains this information in strict confidence subject to its Privacy Policy, which is provided on the company's website. Although Inter&CO US Advisors contacts its Clients periodically as described further in Item 8 below, a Client must promptly notify Inter&CO US Advisors of any change in their financial situation or investment objectives that might require a review or revision of their portfolio.

Clients have the option to select a portfolio recommended by Inter&CO US Advisors, which includes allocations to preselected ETFs. Should clients encounter any regulatory restrictions, they

can contact Inter&CO US Advisors through its customer service channels to discontinue investments in designated securities.

Item 6 Portfolio Manager Selection and Evaluation

Inter&CO US Advisors business is the software-based investment advisory and portfolio management services offered through the Program. Please refer to Item 4 for information pertaining to our advisory business.

A. Methods of Analysis and Investment Strategies

Inter&CO US Advisors offers recommended, diversified, automated portfolios to clients, including allocations to preselected ETFs designed to provide a tradeoff between risk and long-term, after-tax, net-of-fee return through a diversified set of global asset classes.

Inter&CO US Advisors has selected Franklin to provide portfolio management services for the platform. Inter&CO US Advisors believes that Franklin possesses the requisite expertise and experience to serve in this capacity. Inter&CO US Advisors reviews the performance of the investment strategies quarterly through standardized composite performance reporting. When participating in the Platform, Clients may follow the recommended Model Portfolio. Additionally, Clients are responsible for updating their information through the Platform promptly should there be any changes in answers to questions in the Suitability Questionnaire.

The portfolios are carefully designed by Inter&CO US Advisors in partnership with FinTron to meet the needs of a wide variety of potential goals. The allocation recommendations, assigning each goal to a specific portfolio, are furnished by FinTron but are generated through the use of third-party software. This software uses Dynamic Programming to determine the initial asset allocation and suggests ongoing changes to it. Dynamic Programming is a multi-period optimization method that works backwards in time from a predefined endpoint to arrive at the optimal portfolio allocation the investor should be on today. FinTron uses a goal-based approach to investing. The framework is based on a foundation of developments in behavioral economics and finance and is consistent with modern portfolio theory. It produces a portfolio that will move about on the Efficient Frontier, dynamically addressing changes to the market in order to optimize the investor's goals. The trajectory of this evolution will depend on the investor's preferences, which can be pre-selected both in the case when the portfolio is sufficiently funded and when it becomes underfunded if the financial situation worsens sufficiently. Clients are encouraged to create their custom goals by answering a series of questions including, but not limited to, client's Risk Tolerance, Initial Investment, Goal Target Amount, Goal Tenure, Goal Importance, Loss Threshold Value (LTV), and Cash Infusions/Withdrawals. FinTron's algorithm calculates the optimal portfolio to be invested in today and the corresponding probability of achieving the goal which would be the maximum across all the available options.

On an ongoing basis the algorithm uses "Dynamic Programming" to determine any changes that need to be made to the portfolio based on its performance and/or changes to the macro backdrop. Dynamic Programming is an optimization method that works backwards in time from a set endpoint to arrive at the optimal solution. The methodology provides the flexibility to make changes in the future, such as changes to the asset mix in the goal portfolio or changing the goal target itself or

withdrawals/contributions during any year(s) during the goal journey, by providing revised portfolio recommendations and associated probabilities as and when these trigger events happen.

Inter&CO US Advisors continuously monitors our Clients' portfolios and periodically rebalances them back to the Clients' target mix in an effort to optimize returns for the intended level of risk. Inter&CO US Advisors considers tax implications and the volatility associated with each of the chosen asset classes when deciding when and how to rebalance, however no assurance can be made by Inter&CO US Advisors that Clients will not incur capital gains, and in certain instances significant capital gains, when Client portfolios are rebalanced periodically. Inter&CO US Advisors assumes no responsibility to its Clients for any tax consequences of any transaction, including any capital gains that may result from the rebalancing of accounts.

Inter&CO US Advisors adheres to a long-term, "buy-and-hold" investment philosophy. While Inter&CO US Advisors reserves the right to act otherwise if it feels that it is in the best interests of its Clients, Inter&CO US Advisors does not try to time the market and in general, Inter&CO US Advisors intentionally does not react to market movements in managing Client Accounts other than through rebalancing accounts.

B. Risk Considerations

Inter&CO US Advisors cannot guarantee any level of performance or that any Client will avoid a loss of Account assets. Also, to the extent that Client requests investments other than as recommended by Inter&CO US Advisors, Client understands and agrees that such investments may be inconsistent with the Client's investment profile. If Client has not provided sufficient, timely, or accurate information to Inter&CO US Advisors, or if Client chooses not to follow Inter &CO US Advisors recommendations and advice, Client's investments may not achieve results consistent with Client's investment profile. Any investment in securities involves the possibility of financial loss that Clients should be prepared to bear.

When evaluating risk, financial loss may be viewed differently by each Client and may depend on many different risk items, each of which may affect the probability of adverse consequences and the magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective Client before retaining Inter&CO US Advisors' services. These risks should be considered as possibilities, with additional regard to their actual probability of occurring and the effect on a Client if there is in fact an occurrence.

Advisory Risk – There is no guarantee that Inter&CO US Advisors' judgment or investment decisions about particular securities or asset classes will necessarily produce the intended results. It is possible that Clients or Inter&CO US Advisors itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Inter&CO US Advisors' software-based investment advisory service. Inter&CO US Advisors and its representatives are not responsible to any Client for losses unless caused by Inter&CO US Advisors' breach of its fiduciary duty.

Algorithm Risks – electronic or software-based advisory programs, which use proprietary investment algorithms to develop a portfolio for the client based on information provided by the

client. The algorithm's ability to recommend an appropriate Investment Strategy may be limited in the case that a client does not provide accurate or complete information. There are limitations inherent in the use of algorithms to manage Accounts. For instance, an algorithm is designed to manage Accounts according to the asset allocation selected for that Account and is not designed to actively manage asset allocations based on short-term market fluctuations or back-to-back down-market events. Algorithms are also not designed to consider certain factors such as short-term asset class volatility or individual tax circumstances such as capital gains taxes; rather, its function consists of proposing a portfolio based solely on a client's answers to the online questionnaire, identifying opportunities for reallocation, and issuing buy/sell recommendations accordingly. Investment advisory personnel oversee the algorithm and the portfolios used and produced by the algorithm, but they do not personally or directly monitor each individual Account. Software algorithms are subject to periodic updates, and modifications and changes arising therefrom may have unintended consequences. There is also a risk that the algorithm and related software used for strategy selection, reallocation, and related functions may not perform within intended parameters, which may result in a recommendation of a portfolio that is more aggressive or conservative than necessary, and trigger or fail to initiate rebalancing. Investment algorithms are supported by proprietary computer code, and coding errors may occur. In addition, investment data and other information about investment securities and other client information used as part of the investment process is received digitally via the App. Although FinTron and the software provider take steps reasonably necessary to verify this and other data, there can be no assurance that the data is complete or error-free as transmitted. Lastly, FinTron is a licensee of the algorithms used to allocate and manage your account. Interruptions in these third-party services or the extension of this license will impact the accounts reliant on them.

Concentration – Concentrating investments in a particular country, region, market, industry or asset class means that performance will be more susceptible to loss due to adverse occurrences affecting that country, region, market, industry or asset class. Similarly, in the event of economic or political turmoil or a deterioration of diplomatic relations in a region or country where a substantial portion of an Account's assets are invested, the portfolio may experience substantial illiquidity or reduction in the value its investments. Moreover, adverse conditions in a certain region, country, market or industry can adversely affect securities of issuers in other regions, countries, markets or industries whose economies appear to be unrelated.

Credit Risk – Inter&CO US Advisors cannot control, and Clients are exposed to the risk that, financial intermediaries or security issuers may experience adverse economic consequences that may include impaired credit ratings, default, bankruptcy or insolvency, any of which may affect portfolio values or management. This risk applies to assets on deposit with any broker-dealer, notwithstanding asset segregation and insurance requirements that are beneficial to broker-dealer clients generally. In addition, exchange trading venues or trade settlement and clearing intermediaries could experience adverse events that may temporarily or permanently limit trading or adversely affect the value of Client securities. Finally, any issuer of securities may experience a credit event that could impair or erase the value of the issuer's securities held by a Client. Inter&CO US Advisors seeks to limit credit risk by generally adhering to the purchase of ETFs, which are subject to regulatory limits on asset segregation and leverage such that fund shareholders are given liquidation priority versus the fund issuer; however, certain funds and products, which Inter&CO

US Advisors generally does not invest in, may involve higher issuer credit risk because they are not structured as a registered fund.

Currency Risk – Clients from outside the United States who choose to invest in US Dollars are inherently susceptible to the potential risks associated with fluctuations in exchange rates between various currencies. As the value of the US Dollar undergoes changes relative to their local currency, the resulting impact on investment returns can be either positive or negative. It is important for these clients to be aware of this currency risk, as it can significantly influence the profitability and overall performance of their investments. While Inter&CO US Advisors cannot control these market dynamics, it is essential for clients to proactively assess and manage their exposure to exchange rate fluctuations to mitigate potential losses and maximize investment outcomes.

Cybersecurity Risks – Cybersecurity incidents, both intentional and unintentional, may allow an unauthorized party to gain access to a client's assets, Account or customer data (including private shareholder information), or proprietary information, cause an Account, the Adviser and any subadvisor and/or their service providers (including, but not limited to, an Account's accountants, custodians, sub-custodians, transfer agents and financial intermediaries) to suffer data breaches, data corruption or loss of operational functionality or prevent an Account's clients from purchasing, redeeming or exchanging shares or receiving distributions. An Adviser and any sub-adviser have limited ability to prevent or mitigate cybersecurity incidents affecting third-party service providers, and such third-party service providers may have limited indemnification obligations to a client, an Adviser or a sub-adviser. Cybersecurity incidents may result in financial losses to an Account and its clients, and substantial costs may be incurred in an effort to prevent or mitigate future cybersecurity incidents. Issuers of securities in which an Account invests are also subject to cybersecurity risks, and the value of these securities could decline if the issuers experience cybersecurity incidents. Because technology is frequently changing, new ways to carry out cyber-attacks are always developing. Therefore, there is a chance that some risks have not been identified or prepared for, or that an attack may not be detected, which puts limitations on an Adviser's ability to plan for or respond to a cyber-attack against an Account. Like other investment accounts and business enterprises, an Account, its Adviser and any subadvisor and their service providers are subject to the risk of cyber incidents occurring from time to time.

ETF Risks, including Net Asset Valuations and Tracking Error - ETF performance may not exactly match the performance of the index or market benchmark that the ETF is designed to track because 1) the ETF will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the ETF may, from time to time, temporarily be unavailable; and 3) supply and demand in the market for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF. Certain ETF strategies may from time to time include the purchase of fixed income, commodities, foreign securities, American Depositary Receipts, or other securities for which expenses and commission rates could be higher than normally charged for exchange traded equity securities, and for which market quotations or valuation may be limited or inaccurate.

Clients should be aware that to the extent they invest in ETF securities they will pay two levels of advisory compensation – advisory wrap fees charged by Inter&CO US Advisors plus any

management fees charged by the issuer of the ETF. This scenario may cause a higher advisory cost (and potentially lower investment returns) than if a Client purchased the ETF directly.

An ETF typically includes embedded expenses that may reduce the fund's net asset value, and therefore directly affect the fund's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. Expenses of the fund may include ETF management fees, custodian fees, brokerage commissions, and legal and accounting fees. ETF expenses may change from time to time at the sole discretion of the ETF issuer. Inter&CO US Advisors discloses each ETF's current information, including expenses, on the Site. ETF tracking error and expenses may vary.

Clients should be aware that ETFs are not guaranteed or insured by the FDIC or any other government agency.

Foreign Investing and Emerging Markets Risk - Foreign investing involves risks not typically associated with US investments, and the risks may be exacerbated further in emerging market countries. These risks may include, among others, adverse fluctuations in foreign currency values, as well as adverse political, social and economic developments affecting one or more foreign countries. In addition, foreign investing may involve less publicly available information and more volatile or less liquid securities markets, particularly in markets that trade a small number of securities, have unstable governments, or involve limited industry. Investments in foreign countries could be affected by factors not present in the US, such as restrictions on receiving the investment proceeds from a foreign country, foreign tax laws or tax withholding requirements, unique trade clearance or settlement procedures, and potential difficulties in enforcing contractual obligations or other legal rules that jeopardize shareholder protection. Foreign accounting may be less transparent than US accounting practices and foreign regulation may be inadequate or irregular.

Growth Style Investing – Growth stock prices reflect projections of future earnings or revenues, and can, therefore, fall dramatically if the company fails to meet those projections. Prices of these companies' securities may be more volatile than other securities, particularly over the short term.

Inflation, Currency, and Interest Rate Risks - Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor's future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline. In addition, the relative value of the US dollar-denominated assets primarily managed by Inter&CO US Advisors may be affected by the risk that currency devaluations affect Client purchasing power.

Legislative and Tax Risk - Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to: changes in investment adviser / financial advisor or securities trading regulation; change in the US government's guarantee of ultimate payment of principal and interest on certain government securities; and changes in both Brazilian and US tax code that could affect interest income, income characterization and/or tax reporting obligations (particularly for ETF securities dealing in natural resources). Inter&CO US

Advisors does not engage in tax planning, and in certain circumstances a Client may incur taxable income on their investments without a cash distribution to pay the tax due.

Liquidity and Valuation Risk – High volatility and/or the lack of deep and active liquid markets for a security may prevent a Client from selling their securities at all, or at an advantageous time or price because Inter&CO US Advisors' executing broker-dealer may have difficulty finding a buyer and may be forced to sell at a significant discount to market value. Some securities (including ETFs) that hold or trade financial instruments may be adversely affected by liquidity issues as they manage their portfolios. While Inter&CO US Advisors values the securities held in Client Accounts based on reasonably available exchange traded security data, Inter&CO US Advisors may from time to time receive or use inaccurate data, which could adversely affect security valuations, transaction size for purchases or sales, and/or the resulting advisory fees paid by a Client to Inter&CO US Advisors.

Market Risk – The price of any security or the value of an entire asset class can decline for a variety of reasons outside of Inter&CO US Advisors' control, including, but not limited to, changes in the macroeconomic environment, unpredictable market sentiment, forecasted or unforeseen economic developments, interest rates, regulatory changes, and domestic or foreign political, demographic, or social events. If a Client has a high allocation in a particular asset class, it may negatively affect overall performance to the extent that the asset class underperforms relative to other market assets. Conversely, a low allocation to a particular asset class that outperforms other asset classes in a particular period will cause that Client Account to underperform relative to the overall market.

Non-Diversification – Non-diversification of investments means a portfolio may invest a large percentage of its assets in securities issued by or representing a small number of issuers. As a result, the portfolio's performance may depend on the performance of a smaller number of issuers, and it may be more sensitive to a single economic, business, political, regulatory or other occurrence than a more diversified portfolio might be. **Portfolio Turnover** – The portfolio turnover rate in certain Accounts may exceed 100% per year because of the anticipated use of certain investment strategies. Other Accounts may experience greater turnover rates due to rebalancing services. Such frequent trading may affect the Account's investment performance, particularly through increased brokerage and other transaction costs and taxes.

Potentially High Levels of Trading Risk - Certain situations, such as the simultaneous receipt of a high volume of Client deposits or withdrawal requests, can lead Inter&CO US Advisors to engage in high levels of trading. High levels of trading could result in (a) bid-ask spread expense; (b) trade executions that may occur at prices beyond the bid-ask spread (if quantity demanded exceeds quantity available at the bid or ask); (c) trading that may adversely move prices, such that subsequent transactions occur at worse prices; (d) trading that may disqualify some dividends from qualified dividend treatment; unfulfilled orders or portfolio drift, in the event that markets are disorderly or trading halts altogether; and (f) unforeseen trading errors.

Quantitative Model Risk – When executing an investment strategy using various proprietary quantitative or investment models, securities selected can perform differently than expected, or from the market as a whole, as a result of a model's component factors, the weight placed on each factor, changes from the factors' historical trends, and technical issues in the construction, implementation

and maintenance of the models (e.g., data problems, software issues, etc.). A model's assumptions or its data inputs may be inaccurate from the outset or may become inaccurate as a result of many factors, such as changes in market structure, increased government intervention in markets or growth in assets managed in accordance with similar investment strategies. Moreover, the use of computers in collating information or developing and operating a quantitative or investment model does not assure the success of the model because a computer is merely an aid in compiling and organizing trade information. Accordingly, there can be no assurance that a model will achieve its objective.

Risk of Loss – All investments involve the risk of the loss of capital. No guarantee or representation is made that any Client will achieve its investment objective or avoid losses. The value of a security can go up or down more than the market as a whole and can perform differently from the value of the market as a whole, often due to disappointing earnings reports by an issuer, unsuccessful products or services, loss of major customers, major litigation against the issuer, changes in government regulations affecting the issuer or the competitive environment, or investor sentiment. While each Client has its own investment objectives and strategies, there are risks associated with investing in general.

Software Risk – Inter&CO US Advisors delivers its investment advisory services entirely through software. Consequently, Inter&CO US Advisors rigorously designs, develops and tests its software extensively before putting such software into production with actual Client Accounts and assets and periodically monitors the behaviors of such software after its deployment. Notwithstanding this rigorous design, development, testing and monitoring, it is possible that such software may not always perform exactly as intended or as disclosed on the website, SuperApp, or other Inter&CO US Advisors disclosure documents, especially in certain combinations of unusual circumstances. Inter&CO US Advisors continuously strives to monitor, detect, and correct any software that does not perform as expected or as disclosed.

Third Party Systems and Operational Risks – Certain activities are heavily dependent on systems operated by third parties, including Fintron and Apex Clearing, and other service providers. Inter&CO US Advisors has conducted due diligence on these service providers but is not in a position to moderate the risks or reliability of these systems in real time. Systemic failure of any third party system, including those associated with clearing and settlement of transactions, could result in unforeseen errors and disruptions in account servicing which could cause clients to suffer financial loss.

Volatility and Correlation Risk – Inter&CO US Advisors' securities selection process is based in part on a careful evaluation of past price performance and volatility to evaluate future probabilities. It is possible that different or unrelated asset classes may exhibit similar price changes in similar directions which may adversely affect a Client's account and may become more acute in times of market upheaval or high volatility. Past performance is no guarantee of future results, and any historical returns, expected returns, or probability projections may not reflect actual future performance.

C. Performance-Based Fees

Inter&CO US Advisors does not charge performance-based fees. Clients are only charged an annual advisory fee as disclosed in Item 4 above.

D. Voting Client Securities

Inter&CO US Advisors will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

Item 7 Client Information Provided to Portfolio Managers

In order to provide the Program services, Inter&CO US Advisors will share your private information with third parties, including Inter&CO US Securities, FinTron and Apex. Inter&CO US Advisors will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our privacy policy as described below.

Item 8 Client Contact with Portfolio Managers

Clients may contact Inter&CO US Advisors via email at help@inter.co with respect to technical questions regarding the web-based application. Inter&CO US Advisors provides investment advice only through its Platform.

Item 9 Additional Information

Disciplinary Information

Inter&CO US Advisors is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management. Inter&CO US Advisors does not have any required disclosures under this item.

Other Financial Industry Activities and Affiliations

Inter&CO US Advisors uses its affiliate, Inter&CO Securities, to effect transactions on behalf of Inter&CO US Advisors' Clients. Inter&CO Securities is solely registered with FINRA and SEC as an introducing broker. Therefore, it does not carry and custody for accounts that Inter&CO US Advisors manages.

At the client's direction, Inter&CO US Advisors instructs its introducing broker dealer affiliate, Inter&CO Securities, to trade client assets described in the digital-advisory recommendations as approved by the client, under the Investment Advisory Agreement each client has signed.

Inter&CO Securities has entered into an agreement with Apex Clearing Corporation ("Apex"), pursuant to which Apex serves as its clearing broker and it instructs Apex to clear and settle client's transactions on a fully disclosed basis.

In conjunction with its core services, Inter&CO US Advisors collaborates with its affiliated entities, Banco Inter S.A. and Inter&CO Payments, to enable funding and withdrawal processes for client accounts. Through Banco Inter S.A., clients have the convenience of sending and receiving money in Brazilian Reais, while Inter&CO Payments facilitates smooth transfers in USD. This strategic partnership ensures that clients can seamlessly manage their financial transactions in multiple currencies, enhancing their overall experience.

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

Inter&CO US Advisors' paramount ethical, professional, and legal duty is to act at all times as a fiduciary to its Clients. This means that Inter&CO US Advisors puts the interests of its Clients ahead of its own, and carefully manages for any perceived or actual conflict of interest that may arise in relation to its advisory services. Inter&CO US Advisors has adopted Inter&CO US Advisors's Code of Ethics, which is designed to ensure that we meet our fiduciary obligation to Clients, enhance our culture of compliance within the firm, and detect and prevent any violations of securities laws.

Inter&CO US Advisors' Code of Ethics (the "Code") establishes standards of conduct for all Inter&CO US Advisors' employees, including all officers, directors, employees, certain contractors and others ("Access Persons"), and is consistent with the code of ethics requirements of Rule 204A-1 under the Investment Advisers Act of 1940, as amended. The Code includes general requirements that all Access Persons comply with their fiduciary obligations to Clients and applicable securities laws, and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest, and confidentiality of client information.

Each new Inter&CO US Advisors' Access Person receives a copy of the Code after obtaining access to company systems. Inter&CO US Advisors sends copies of any amendments to the Code to all Access Persons, who must acknowledge in writing having received the Code and the amendments. Annually or as otherwise required, each Access Person must confirm to Inter&CO US Advisors that they have complied with the Code during such preceding period.

Inter&CO US Advisors' Access Persons may personally invest in securities recommended by Inter&CO US Advisors, specifically the ETFs or other investments recommended for each asset class. Inter&CO US Advisors' Access Persons may also buy or sell specific securities for their own accounts that are not purchased or sold ahead of Clients. Inter&CO US Advisors monitors the securities transactions of all Access Persons to determine whether there has been any improper use of client trading information by Access Persons. It also requires all Access Persons to report any violations of the Code promptly to Inter&CO US Advisors' Chief Compliance Officer. A copy of the Code of Ethics is available to any client or prospective Client upon request.

Review of Accounts

Inter&CO US Advisors provides all Clients with continuous access via the SuperApp where Clients can access their Account documents, such as account statements, and review their time-weighted and money-weighted returns. The SuperApp is the primary method of communication, although clients may also receive periodic e-mail communications describing portfolio performance, Account information, and product features.

Inter&CO US Advisors software-based investment advisory service assumes a Client's portfolio will not stay optimized over time and must be periodically rebalanced back to its target allocation. FinTron's software continuously monitors and periodically rebalances each Client's portfolio that is fully discretionary. Inter&CO US Advisors also conducts reviews when Clients make changes to their risk profiles. Inter&CO US Advisors does not consider factors such as individual tax implications or short-term asset class volatility associated with each of the chosen asset classes when deciding when and how to rebalance. No assurance can be made by Inter&CO US Advisors that Clients will not incur capital gains, and in certain instances significant capital gains, when Client portfolios are rebalanced periodically. Inter&CO US Advisors assumes no responsibility to its Clients for any tax consequences of any transaction, including any capital gains that may result from the rebalancing of Client Accounts.

On an annual basis, Inter&CO US Advisors contacts each Client to remind them to review and update personal profile information they previously provided. Inter&CO US Advisors also requests that Clients reconfirm the same information on an annual basis.

Client Referrals and Other Compensation

Inter&CO US Advisors expects from time to time to run promotional campaigns to measure interest and to attract Clients to open Accounts on the SuperApp. These promotions may include, but are not limited to, referral programs pursuant to which Clients, or third parties, invite non-Clients (collectively, "Promoters") to open an account with Inter&CO US Advisors. These promotions may also include additional Account services or products offered on a limited basis to select Clients, different fee arrangement structures, which could include more favorable fee arrangements, a higher interest rate, cash compensation, reduced or waived advisory fees for Clients, and/or periodic, flat fees for certain advisory or account services.

These arrangements may create an incentive for Promoters to refer prospective Clients to Inter&CO US Advisors, even if the third party would otherwise not make the referral. These arrangements may also create a conflict of interest for a Client to maintain a certain level of assets managed through Inter&CO US Advisors if doing so would result in eligibility to receive an incentive, bonus, or additional compensation.

Inter&CO US Advisors may compensate third parties to create and share advertising materials regardless of whether an individual funds an Account.

Financial Information

Inter&CO US Advisors does not require or solicit the prepayment of any advisory fees and does not have any adverse financial condition that is reasonably likely to impair our ability to continuously meet our contractual commitments to our Clients. Therefore, we are not required to include a financial statement.

Inter&CO US Advisors has neither been the subject of a bankruptcy petition at any time during the past ten years nor do we have any additional financial circumstances to report.