

## Client Relationship Summary (CRS - Form ADV Part 3)

Beanstox, Inc. (“Beanstox”) is an internet-based investment adviser registered with the United States Securities and Exchange Commission (“SEC”) offering advisory accounts and services. As an investment adviser, our services and fees differ from those provided by a broker-dealer, and it is important that you understand the differences. This document gives you a summary of the types of services and fees we offer. Please visit [investor.gov/CRS](http://investor.gov/CRS) for free, simple tools to research firms and for educational materials about broker-dealers, investment advisers, and investing.

<p><b>What investment services and advice can you provide me?</b></p>	<p>Beanstox offers internet-based investment advisory services in the form of portfolio management to retail investors. As an internet-based investment adviser, our investment advisory services are available exclusively online through our mobile app and our website (together, the “Platform”).</p> <p>Our firm has discretionary management over client accounts without any material limitations, which means we are authorized to purchase or sell investments without specific client consent. We limit the types of investments that we purchase for clients to exchange-traded funds (“ETFs”). The terms, restrictions, and other provisions applicable to client accounts are described in the client’s investment advisory agreement. Beanstox sets a minimum account size for opening and maintaining a client account. The minimum account size is currently \$100 and is subject to change.</p> <p>Beanstox uses a proprietary algorithm to manage client accounts. Client accounts are invested and rebalanced by the algorithm. Generally, Beanstox personnel oversee the algorithm but do not monitor individual client accounts. Clients are expected to provide updated personal information via the Platform whenever information about their goals, financial situation or other information that could bear on how their account is managed changes in a meaningful way. Beanstox charges fees through a wrap fee program, which is described in the next section.</p> <p>More information can be found about us and our services on our Form ADV Part 2A (“<a href="#">Brochure</a>”), specifically Items 4 through 9.</p>	<p><b>Questions to ask us:</b></p> <p>Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?</p>
<p><b>What fees will I pay?</b></p>	<p>For our advisory services, we charge a flat monthly fee of \$5 (the “Tech Fee”). The Tech Fee is charged in advance at the beginning of each monthly anniversary of the account opening.</p> <p>The Tech Fee is part of our wrap fee program wherein advisory fees and brokerage fees are bundled together. The ETFs in which a client’s assets are invested charge their own separate</p>	<p><b>Questions to ask us:</b></p> <p>Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?</p>

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	<p>management fees and bear other expenses. These ETF fees and expenses are deducted from the ETFs' net asset value (NAV) and are not part of Beanstox's wrap fee program.</p> <p>You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Please also see our <a href="#">Brochure</a> for additional details, specifically Item 4.</p>	
<p>What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?</p>	<p><i>When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you.</i></p> <p>Here is an example to help you understand what this means. As we pay for your brokerage fees with a portion of the advisory fees we receive from you through the wrap fee program, we have an incentive to keep brokerage and transaction fees low.</p>	<p><b>Questions to ask us:</b></p> <p><b>How might your conflicts of interest affect me, and how will you address them?</b></p>
<p>How do your financial professionals make money?</p>	<p>We receive cash compensation from the fees we receive from you. Our financial professionals are paid based salaries and bonuses.</p> <p>Our overall compensation may vary primarily based on the revenues of our firm. Please see Item 4 of our <a href="#">Brochure</a> for additional details.</p>	
<p>Do you or your financial professionals have legal or disciplinary history?</p>	<p>No - we do not have any legal or disciplinary events. Visit <a href="http://investor.gov/">investor.gov/</a> for a free, simple search tool to research us and our financial professionals.</p>	<p><b>Questions to ask us:</b></p> <p><b>As a financial professional, do you have any disciplinary history? For what type of conduct?</b></p>
<p>Additional Information</p>	<p>For additional information on our firm, advisory services, our people, or our business and relationships, <b>see our <a href="#">Brochure</a> available at <a href="https://adviserinfo.sec.gov/firm/summary/291957">https://adviserinfo.sec.gov/firm/summary/291957</a>.</b></p> <p>If you have any questions, need additional up-to-date information, or want another copy of this Client Relationship Summary, then please contact us at (617) 878-2102.</p>	<p><b>Questions to ask us:</b></p> <p><b>Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?</b></p>

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### Exhibit A - Material Changes to Client Relationship Summary

This is an amendment to the initial version dated June 29, 2020.

The only material change is as follows:

#### **Fees**

At this time Beanstox is no longer considering charging an annual asset management fee of 0.25% of the net market value of Client account balances of \$25,000 or more (the “**Variable Fee**”). Accordingly, this provision has been deleted in this amendment. Fees may be changed in the future at Beanstox’s discretion, and all Clients will be advised in advance of any such changes.

We encourage you to review this document in its entirety.

## Item 1: Cover Page

# Beanstox Inc.

**1010 Sherbrooke Street West, Suite 2105  
Montreal, Quebec H3A 2R7  
Canada**

[www.Beanstox.com](http://www.Beanstox.com)

Form ADV Part 2A  
Appendix 1  
Brochure

October 17, 2022

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

## Item 2: Summary of Material Changes

The following information provides a summary of material changes that have been made to this Brochure since the last update on March 30, 2022.

### **Item 4. Program Description**

In addition to providing a Proposed Portfolio for Clients' review and approval, Clients can now choose another portfolio offered by Beanstox, a Selected Portfolio.

### **Item 4. Fees**

At this time Beanstox is no longer considering charging an annual asset management fee of 0.25% of the net market value of Client account balances of \$25,000 or more (the "**Variable Fee**"). Accordingly, this provision has been deleted in this update.

Fees may be changed in the future at Beanstox's discretion, and all Clients will be advised in advance of any such changes.

### **Item 5: Account Requirements and Types of Clients**

For added security, Clients will not be able to change their linked bank account within 30 days of linking a bank account. Other restrictions may apply if fraud or other potential anti-money laundering concerns are raised.

We encourage you to review this document in its entirety.

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## Item 4: Services, Fees and Compensation

### General Information

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

### Program Description

Beanstox provides automated internet-based investment advisory services (the “**Program**”) available online through the Beanstox mobile application (the “App”). The Program provides individual investors with a simple and cost effective way to invest in United States (the “U.S.”) and international equity and bond markets through Exchange Traded Funds (an “ETF” or “ETFs”) using the App. All currency amounts set forth in this Brochure, the App, and the Beanstox website (the “Website”, and together with the App, the “**Platform**”) are in U.S. dollars. Beanstox does not provide overall financial or tax planning.

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

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

Based on the Client Information, using its proprietary algorithm, Beanstox will recommend to Clients for review and approval a proposed portfolio (the “**Proposed Portfolio**”) derived from the various Model Portfolios in reliance on the Client Information. Generally, Clients with lower risk tolerance will be offered a Proposed Portfolio from the various Model Portfolios with lower risk profiles and lower expected returns and lower expected volatility. Clients with higher risk tolerance will be offered a Proposed Portfolio from the various Model Portfolios with higher risk profiles and higher potential return and higher expected volatility. Clients expressing a set of short, medium, and long-term goals, will be provided a Proposed Portfolio that combines a set of Model Portfolios developed by Beanstox. Beanstox recommendations for a Proposed Portfolio will not be based on any assets or liabilities outside the Portfolios (Beanstox does not take a Client’s other assets into consideration for its assessment of diversification of a Client’s assets).

Clients can also opt to decline the Proposed Portfolio and select another portfolio offered by Beanstox (a “**Selected Portfolio**”). By declining the Proposed Portfolio, (i) Clients have determined that the Selected Portfolio is appropriate for their investment goals, risk tolerance and other personal conditions, and (ii) they assume the risk that the Selected Portfolio may perform worse than the Proposed Portfolio and are responsible for such outcome.

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

Clients are not obligated to choose an Approved Portfolio in its entirety. However, except as noted below, Clients can only make one modification to an Approved Portfolio. To make other adjustments to the Approved Portfolio, using the App, Clients will need to revise their Client Information, including their responses regarding financial profile and investment goals and risk tolerance. Clients are solely responsible for the approval of the Approved Portfolio. Beanstox shall not have authority or discretion to select any Approved Portfolio for Clients. It is Clients’ responsibility to review and carefully consider the information available on the App about an Approved Portfolio, and the constituent ETFs, before approving an Approved Portfolio.

Beanstox currently does not accept Clients’ legacy investments from another investment account.

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

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

The Approved Portfolio will be implemented almost entirely using ETFs. From time to time, some or all of the account's Approved Portfolio can be in cash under certain circumstances, including when cash dividends or additional deposits are credited to the Account pending investment, or when an account is liquidated and cash is deposited in the Account. The Approved Portfolio's allocations will be adjusted periodically using cash inflows, including from distributions and additional Client funding, and may also be adjusted if the Approved Portfolio's underlying asset allocations deviate by more than 20% from target allocations. As a result, Beanstox may sell over concentrated ETFs or buy under concentrated ETFs to bring Approved Portfolios in line with the target allocations. Beanstox does so on a best efforts basis and does not take into account individual tax, market or legal circumstances. Clients must consult with a tax or legal professional for such information. Beanstox utilizes its best efforts to seek to maintain the Client's Approved Portfolio allocations through market fluctuations, withdrawals, deposits and other events that may cause deviations.

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

## Fees

Beanstox is compensated for its advisory services through a monthly subscription tech fee of \$5.00/month (the "**Tech Fee**"). The first monthly fee payment covers additional on-boarding expenses incurred by Beanstox for new clients and is not refundable. The Tech Fee is subject to change upon notice to Clients. Beanstox may apply reduced Tech Fees, including in connection with promotional programs, in its sole discretion.

The Tech Fees are part of a wrap fee program wherein investment advisory fees and most brokerage fees are bundled together. Clients will not be charged additional fees by Beanstox for costs associated with portfolio advisory services, custody, account maintenance and trade execution (except for those fees related to foreign exchange or third-party asset fees). Clients who request non transactional special or additional services may be charged for such services, including, without limitation, a \$0.25 processing charge when they withdraw funds from their Account, which will be subtracted from the total withdrawal amount. Depending on numerous factors, including the volume and type of trading in a Client Account and the aggregate cost of custodial, trade execution, advisory, and other services that are provided to Clients, Beanstox's wrap fee program may cost Clients more or less money than if the Client were to purchase such services separately away from Beanstox.

The Tech Fee will be charged monthly in advance commencing on the date of the account opening and thereafter upon each monthly anniversary of the account opening. Beanstox will arrange for the automatic debit of the Tech Fee from a Client's linked bank account, if applicable.

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

The ETFs in which a Client's assets are invested charge their own separate management fees and bear other expenses, as described in each ETF's prospectus. These fees are not part of Beanstox's wrap fee

program. Beanstox receives no portion of these fees, and these fees are separate from, and in addition to, Beanstox's Tech Fees.

## Brokerage

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

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

## Item 5: Account Requirements and Types of Clients

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

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

Client deposits must remain in a Client's account for a minimum of five (5) days after the funds clear prior to being available for withdrawal.

For added security, Clients will not be able to change their linked bank account within 30 days of linking a bank account. Other restrictions may apply if fraud or other potential anti-money laundering concerns are raised.

## Item 6: Portfolio Manager Selection and Evaluation

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

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

Beanstox uses a proprietary algorithm to manage Client Accounts. The algorithm was developed in conjunction with a third-party service provider. The algorithm generates Proposed Portfolios based on the Client Information. Selected Portfolios are not based on the Client Information. Client Accounts are invested and rebalanced by the algorithm. Beanstox utilizes its best efforts to seek to maintain the Client’s Portfolio allocations through market fluctuations, withdrawals, deposits and other events that may cause deviations.

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

### Risk Considerations

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

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

Clients must understand that investing in securities, including in the ETFs that comprise Model Portfolios, involves risk and the possibility of financial loss that can be caused by various factors, including changes

in economic and market conditions. Changes in economic, market or company-specific conditions can occur rapidly and, therefore, so can financial losses.

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

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

### Performance-Based Fees and Side-By-Side Management

Beanstox does not charge performance-based fees.

### Voting Client Securities

Beanstox does not accept authority to vote Client securities. Accordingly, Clients are responsible for voting all proxies relating to the securities in their respective account, as applicable. Currently, investors in ETFs cannot vote on the underlying securities that comprise an ETF. Relevant information regarding the proxy voting items themselves is provided by a DriveWealth third-party vendor.

## Item 7: Client Information Provided to Portfolio Managers

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

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

### Privacy Policy

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

## Item 8: Client Contact with Portfolio Managers

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

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

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

A Client's Advisory Agreement may be canceled at any time, by either party, for any reason, upon notice in accordance with the terms of the Advisory Agreement. Upon termination of an Advisory Agreement, any unpaid fees earned by Beanstox will be due and payable. The last monthly Tech fee paid in advance by the Client will not be prorated upon termination. The Client has the right to terminate an Advisory Agreement without penalty within five business days after entering into the Advisory Agreement.

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

## Item 9: Additional Information

### Disciplinary History

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

### Other Financial Industry Activities and Affiliations

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

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

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

### Code of Ethics

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

### Participation in Client Transactions and Personal Trading

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

### Review of Accounts

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

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

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

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

### Client Referrals and Other Compensation

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

### Financial Information

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

### Services and Terms Subject to Change

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