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**Form ADV Part 2A  
Evestia Client Brochure**

**September 10, 2021**

**Item 1 Cover Page**

This brochure (“Brochure”) provides information about the qualifications and business practices of Evestia LLC (“Evestia”), an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Registration does not imply a certain level of skill or training but only indicates that Evestia has registered its business with state and federal regulatory authorities, including the SEC. The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

If you have any questions about the contents of this Brochure, please contact us at [801-960-3228](tel:801-960-3228) or [hello@evestia.com](mailto:hello@evestia.com). Additional information about Evestia is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) and on Evestia’s website, [www.evestia.com](http://www.evestia.com) (the “Site”).

## **Item 2 Material Changes**

The material changes to Evestia's Form ADV Part 2 brochure from the initial filing on May 1, 2021:

### **Item 4 Advisory Business, Item 10 Other Financial Industry Activities and Affiliations, Item 12 Brokerage Practices**

All three sections were updated to reflect a change in technology provider, introducing broker, and custodian to Altruist Financial LLC and Apex Clearing Corporation.

Assets under management was updated from \$0 to \$208,573 as of September 1, 2021.

### **Item 5 Fees and Compensation**

Account minimums were removed, and the fee schedule was changed to a flat 1% fee.

### **Item 14 Client Referrals and Other Compensation**

Disclosure that Evestia may share fees for referrals, but these fees will not increase the cost to clients.

### **Item 3 Table of Contents**

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## **Item 4 Advisory Business**

### **A. General Description of the Company**

Evestia is an automated investment adviser registered with the SEC. Evestia provides clients with software-based investment advisory and portfolio management services through the Evestia Program. This Program is made available via brokerage accounts opened with Altruist Financial LLC, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the introducing broker to Apex Clearing Corporation, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the clients' custodian. Additional information about Evestia's products, structure and directors is provided in Part 1 of Evestia's Form ADV which is available online at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or at [www.evestia.com](http://www.evestia.com). We encourage visiting our website [www.evestia.com](http://www.evestia.com) for additional information.

### **B. Summary of Investment Advisory Services**

Evestia offers an automated investment advisory service that makes it possible for anyone who enters into an Evestia Advisory Client Agreement (the "Advisory Client Agreement"), to access state-of-the-art investment advisory and portfolio management services. As provided in the Advisory Client Agreement, advisory clients ("Clients") grant Evestia discretionary authority to manage Client assets in accounts ("Client Accounts" or "Accounts") opened and maintained at Apex Clearing Corporation pursuant to the Apex Clearing & Custody Agreement (the "Brokerage Agreement"). Evestia's investment objective is to seek appropriate long-term, risk-adjusted, net-of-fee returns.

#### **Taxable Accounts and Individual Retirement Accounts ("IRAs")**

Each individualized taxable or IRA account is designed to be consistent with the Client's individual risk tolerance. Evestia creates an investment plan and manages a Client's portfolio by seeking to identify: 1) the ideal mix of asset classes based on the Client's specific risk tolerance; 2) the appropriate mix of investments, individual equities and/or exchange traded funds ("ETFs") to represent each of those asset classes; and 3) the most appropriate time to rebalance the Client's portfolio to maintain intended risk tolerance and optimal return for the Client's risk level.

#### **Financial Planning Service Through Software**

In addition to investment advisory and portfolio management services, Evestia provides certain software-based financial planning tools and services (the "Financial Planning Service") to its Clients. The Financial Planning Service allows Clients to use a questionnaire to match their personal financial goals with an appropriate model portfolio for investing account assets. The Financial Planning Service allows Clients to eliminate the need for the traditional financial planner interview that is usually required to acquire the necessary inputs to build a financial plan.

Evestia does not represent that the Financial Planning Service is meant to replace a comprehensive evaluation of a Client's entire financial plan considering all the Client's circumstances. Should a Client choose to implement any recommendation made by the Financial Planning Service, the Client should consult with their tax advisor regarding the Client's personal circumstances.

### C. Tailored Services and Investment Restrictions

Evestia tailors its software-based investment advisory service to the individual needs of each of its Clients, in accordance with certain investment options designated by Clients, and subject to certain account limitations that prospective investors should consider, as described further below and in Item 7. Evestia uses its software, which is based on academic behavioral economics theory, to determine an investor's risk tolerance. Evestia asks each prospective Client a series of questions to evaluate both the individual's objective capacity to take risk and subjective willingness to take risk. We ask subjective risk questions to determine the level of risk an individual is willing to take.

### D. Evestia Program

Client assets at Evestia are managed as part of the Evestia Program (See Evestia Program Brochure, attached). An Evestia Program account for Clients (technically known as a "wrap account") is a professionally managed investment plan in which all expenses, including brokerage commissions (if any), management fees, and administrative costs, are "wrapped" into a single charge. The Evestia Program provides Clients with investment plans, portfolio management, and necessary brokerage services for one comprehensive fee based on a percentage of the Client's account assets.

Evestia may buy or sell securities consistent with a Client's investment plan designed to seek an investment return suitable for the goals and risk profile of each Client Account. Evestia determines an appropriate course of action by performing a review of each Client's account and suitability parameters. This review may include type of account, goals, overall financial condition, income, assets, risk tolerance, and other factors unique to the individual Client's situation. Evestia manages each Client Account on an individualized basis.

In order to implement Evestia's continuous investment advice, Evestia provides investment advisory and portfolio management services under the Evestia Program only on a fully discretionary basis.

### E. Discretionary and Nondiscretionary Assets

Evestia manages approximately \$208,573 in client assets through our software-based investment advisory service on a discretionary basis. This total is calculated using the closing U.S. market prices from September 1, 2021. Evestia does not manage any Client assets on a non-discretionary basis.

## Item 5 Fees and Compensation

### A. Advisory Fees

Evestia is compensated for its advisory services by charging an annual fee of 1.00% of the net market value of a Client's Account as detailed in the table below.

Assets Under Management	Annual Fee
\$1 to \$10,000,000	1.00%
Above \$10 Million	Negotiable

There is no account minimum required to open an account. Evestia reserves the right, in its sole

discretion, to negotiate, reduce or waive the advisory fee for certain Client Accounts for any period determined solely by Evestia.

### **Taxable Accounts and Individual Retirement Accounts (“IRAs”)**

Evestia’s software-based investment advisory service charges an annualized fee of 1.00% of a Client’s assets under management. Annual fees are charged monthly as explained below.

Evestia’s advisory fees are not paid in advance. Fees are charged in arrears and accrue daily and deducted from Clients’ Accounts each month. A daily advisory fee is calculated by dividing the annual fee rate by 365(or 366) days in a year multiplied by the daily net market value of the Client’s Account. The advisory fee for a calendar month is equal to the total of the daily fees calculated during that month (less any deductions or fee waivers) and is deducted from Client Accounts the following month.

Fee Calculation Example:

Average Daily Account Net Market Value = \$100,000

Annual Advisor fee = 1.00%

Daily Fee Calculation =  $1.00\% / 365 \times \$100,000 = \$2.74$

Monthly Advisor Fee (Assuming 30 days in the month) =  $\$2.74 \times 30 = \$82.20$

### **B. Other Account Fees**

In addition to the advisory fees, Clients may also pay other fees or expenses to third parties, as well as to an affiliate of Evestia. The issuer of some of the securities or products we purchase for Clients, such as ETFs, may charge product fees that affect Clients. Evestia does not charge these ETF fees to Clients, nor does it benefit directly or indirectly from any such fees. 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 an ETF may include 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.

### **Item 6 Performance-Based Fees and Side--by--Side Management**

Evestia does not charge performance-based fees. Clients are only charged an annual advisory fee as disclosed in Item 5 above.

### **Item 7 Types of Clients**

There is no account minimum required to open an account with Evestia. As a result of using fractional shares and the automation associated with offering its services online, Evestia makes it possible for retail investors, as well as retirement accounts and trusts, to access its service with no minimum dollar amount. Clients have access to their Accounts through the Site. Additional requirements for opening an Account with Evestia are described in Item 4 above.

At any time, a Client may terminate an Account, withdraw all or part of an Account, or request an update to their investment profile (i.e. risk score), which may initiate an adjustment in the Account’s holdings. In that case, unless otherwise directed by the Client, Evestia will sell the securities in the Client Account (or portion of the Account, in the case of a partial withdrawal or update) at market prices

at or around the time of the termination, withdrawal, or update. See Item 16 for a description of Evestia’s discretionary investment authority, including the timing of Evestia’s placement of Client trade orders. While Evestia seeks to respond to Client deposits, Client changes in risk profiles, Client withdrawal requests, including, without limitation, requests in connection with terminations, and other reasonable Client requests in a timely and reasonable manner, Evestia does not represent or guarantee that Evestia will respond to any such Client actions or requests immediately or in accordance with a set time schedule.

Investors evaluating Evestia’s software-based investment advisory service should be aware that Evestia’s relationship with Clients is likely to be different from the “traditional” investment advisory relationship in several aspects:

1. Evestia is a software-based investment adviser which means each Client must acknowledge their ability and willingness to conduct their relationship with Evestia on an electronic basis. Under the terms of the Advisory Client Agreement and the Brokerage Agreement, each Client agrees to receive all Account information and Account documents (including this Brochure and the Evestia Program Brochure), and any updates or changes to same, through their access to the Site and Evestia’s electronic communications. Unless noted otherwise on the Site or within this Brochure, Evestia’s investment advisory service, Altruist Financial LLC’s brokerage services, the signature for the Advisory Client Agreement and the Brokerage Agreement, and all documentation related to the advisory services are managed electronically.
2. To provide its investment advisory services and tailor its investment decisions to each Client’s specific needs, Evestia collects information from each Client, including specific information about their investing profile such as financial situation, investment objectives, and risk preference. Evestia maintains this information in strict confidence subject to its Privacy Policy, which is provided on the Site. When customizing its investment solutions, Evestia relies upon the information received from a Client. Although Evestia contacts its Clients periodically as described further in Item 13 below, a Client must promptly notify Evestia of any change in their financial situation or investment objectives that might require a review or revision of their portfolio.
3. The software-based investment advisory service includes preselected securities for each asset class within the plan recommended to a Client. Evestia does not allow Clients to select their own securities.
4. Clients may not place orders to purchase or sell securities on a self-directed basis.

## **Item 8 Methods of Analysis, Investment Strategies and Risk of Loss**

### **A. Active Beta Approach**

For its software-based investment advisory and portfolio management service, Evestia provides Clients with investment advice based on decades of research showing that smart beta factors may be a more intuitive way to invest in the market. Company characteristics such as low-risk, high-quality, good value, and strong momentum may enhance performance compared to market capitalization weighted indexes. Evestia’s active smart beta approach gives clients a chance to outperform cap-weighted indexes on a risk-adjusted basis over a full business cycle; however there is no guarantee that such results will be achieved.

Evestia continuously monitors Clients’ portfolios and periodically rebalances them back to the Clients’

target mix in an effort to optimize returns for the intended level of risk. No assurance can be made by Evestia that Clients will not incur capital gains when Client portfolios are rebalanced periodically. Evestia 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.

## **B. Long Term, Buy and Hold Investment Philosophy**

Evestia adheres to a long-term, “buy-and-hold” investment philosophy. While Evestia reserves the right to act otherwise if it feels that it is in the best interests of its Clients, Evestia does not try to time the market and in general, Evestia intentionally does not react to market movements in managing Client Accounts. Evestia believes that numerous academic and industry studies show that “short-term fluctuations in market, which loom so large to investors, have little to do with the long-term accumulation of wealth.” J. Siegel, *Stocks for the Long Run* (1977).

## **C. Risk Considerations**

Evestia cannot guarantee any level of performance or that any Client will avoid a loss of Account assets. **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 Evestia’s 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.

**Market Risk** – The price of any security or the value of an entire asset class can decline for a variety of reasons outside of Evestia’s 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.

**Factor-Based Strategy Risk** – Although Evestia uses a rules-based proprietary investment methodology that seeks to identify certain factors, there is no guarantee that this methodology will be successful. In addition, there may be periods when a particular style of investing or factor is out of favor and therefore, during such periods, investment performance may suffer.

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

**Software Risk** – Evestia delivers its investment advisory services entirely through software. Consequently, it is possible that such software may not always perform exactly as intended or as disclosed on the Site, mobile app, blogs or other Evestia disclosure documents, especially in certain combinations of unusual circumstances. For example, there may be occasions where a number of Client Accounts may not experience rebalancing back to the Client’s target asset allocation for extended periods of time, due to certain errors in the deployment of the software. Evestia strives to monitor, detect and correct any software that does not perform as expected or as disclosed.

**Volatility and Correlation Risk** – Evestia’s Security selection process is based in part on a careful evaluation of past price performance and volatility to evaluate future probabilities. It is possible that investments may exhibit price changes in 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.**

**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 Evestia’s 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 Evestia values the securities held in Client Accounts based on reasonably available exchange traded security data, Evestia 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 Evestia.

**Credit Risk** – Evestia 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-dealerclients 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.

**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 U.S. government’s guarantee of ultimate payment of principal and interest on certain government securities; and changes in the tax code that could affect interest income, income characterization and/or tax reporting obligations. Evestia 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.

**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 Evestia 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.

**Foreign Investing and Emerging Markets Risk** - Foreign investing involves risks not typically associated with U.S. 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 U.S., 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 U.S. accounting practices and foreign regulation may be inadequate or irregular.

**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 fees charged by Evestia 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. ETF tracking error and expenses may vary.

**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 U.S. dollar-denominated assets primarily managed by Evestia may be affected by the risk that currency devaluations affect Client purchasing power.

## **Item 9 Disciplinary Information**

Neither Evestia nor its management persons have any reportable disciplinary events.

## **Item 10 Other Financial Industry Activities and Affiliations**

No Evestia employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. No Evestia employee is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor. Evestia does not have any related parties. As a result, we do not have a relationship with any related parties. Evestia only receives compensation directly from clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

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

Evestia's paramount ethical, professional, and legal duty is to act at all times as a fiduciary to its Clients. This means that Evestia 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. Evestia has adopted a 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.

Evestia's Code of Ethics (the "Code") establishes standards of conduct for all Evestia's employees, including all officers, directors, employees, certain contractors and others, 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 employees 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 Evestia employee receives a copy of the Code when hired or engaged by Evestia. Evestia sends copies of any amendments to the Code to all supervised persons, who must acknowledge in writing having received the Code and the amendments. Annually or as otherwise required, each supervised person must confirm to Evestia that they have complied with the Code during such preceding period.

Evestia's employees may personally invest in securities recommended by Evestia, specifically the ETFs and individual stocks recommended for each asset class. Evestia's employees may also buy or sell specific securities for their own accounts if they are not purchased or sold ahead of Client Accounts. Evestia monitors the securities transactions of all employees to determine whether there has been any improper use of client trading information by employees. It also requires all employees to report any violations of the Code promptly to Evestia's Chief Compliance Officer. The complete Code of Ethics is available to any client or prospective Client upon request.

## **Item 12 Brokerage Practices**

For the benefit of no commissions or transaction fees, fully digital account opening, a large variety of security options and complete integration with software tools, Evestia partners with Altruist Financial LLC, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the introducing broker

to Apex Clearing Corporation, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the clients' custodian. Evestia does not receive any research or other soft-dollar benefit by nature from its relationship with Altruist Financial LLC, nor does Evestia receive any referrals in exchange for using Altruist Financial LLC as a broker dealer.

### **Item 13 Review of Accounts**

Evestia provides all Clients with continuous access via the Site where Clients can access their Account documents, such as account statements, and review their returns. Clients may also receive periodic e-mail communications describing portfolio performance, Account information, and product features.

Evestia's software-based investment advisory service assumes that a portfolio created will not stay optimized over time and must be periodically rebalanced back to its original targets to maintain the intended risk level and asset allocations. Evestia reviews each Client's Account when it is opened and, using software, continuously monitors and periodically rebalances each Client's portfolio to seek to maintain a Client's targeted risk tolerance and optimal return for the Client's risk level. Evestia also conducts reviews when Clients make changes to their risk profiles. Evestia may consider the volatility associated with each of the chosen asset classes when deciding when and how to rebalance; however, no assurance can be made by Evestia that Clients will not incur capital gains, and in certain instances significant capital gains, when Client portfolios are rebalanced periodically. Evestia 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.

Evestia periodically contacts each Client to remind them to review and update personal profile information they previously provided. Evestia also requests that Clients reconfirm the same information annually. These notifications and confirmations include contact information for Evestia's support team. Evestia conducts separate reviews related to the individual equities and/or ETFs used for Client portfolios.

### **Item 14 Client Referrals and Other Compensation**

Evestia may share referral fees with unaffiliated solicitors (accountants, lawyers, financial coaches, counselors, etc.) subject to regulatory compliance. These solicitors will either be registered as investment advisors or exempt from registration. Solicitors will comply with rules requiring written legal agreements between them and Evestia, be free of disqualifying criminal convictions, disclose fee arrangement to potential clients, and disclose any conflicts of interest. Client fees will not increase due to these referral arrangements, and clients will not pay more when referred by a solicitor.

Evestia may use certain arrangements in which it pays bloggers and others who post advertisements for Evestia a flat fee or a fee per client responding to such advertisements who opens an account regardless of whether said client funds the account.

Evestia may from time to time run promotional campaigns to measure interest and to attract Clients to open Accounts on the Site. These promotions may include additional Account services or products offered on a limited basis to select Clients, different fee arrangement structures, which could include more favorable fee arrangements, 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 a third party or other existing Client to refer prospective Clients to Evestia, 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 Evestia if doing so would result in eligibility to receive an incentive, bonus or additional compensation.

### **Item 15 Custody**

Custody is defined as any legal or actual ability by our firm to access client funds or securities. Evestia does not take custody of client assets. Since all client funds and securities are maintained with a qualified custodian, we don't take physical custody of client funds or securities, nor are we authorized to hold or receive any stock, bond or other security or investment certificate or cash that is part of the client's account. The custodian may deduct fees from your account and remit them to Evestia's master account according to the contractual fee agreement. We urge all our management clients to carefully review their quarterly account holdings, transactions and/or performance results received from their custodian. Should you notice any discrepancies, please notify your custodian as soon as possible.

### **Item 16 Investment Discretion**

Evestia requires that a Client who decides to retain Evestia as their investment adviser must complete and execute an Advisory Client Agreement. Under the terms of the Advisory Client Agreement, Evestia assumes full discretionary trading and investment authority over the Client's assets in accounts. This means that Evestia is given full discretionary authority to select the timing, size, and identity of securities to buy and sell for the Client as well as enter into, amend or terminate contracts relating to the account. Additional information about the Advisory Client Agreement can be found in Items 4 and 7 above.

A Client should understand that subject only to Evestia's fiduciary duties, Evestia's full discretionary trading and investment authority over the Client's assets means that the timing, size, and identity of securities to buy and sell on behalf of the Client Accounts is completely within Evestia's discretionary authority, and while Evestia seeks to respond to Client deposits, Client changes in risk profiles, Client withdrawal requests and other reasonable Client requests in a timely and reasonable manner, Evestia does not represent or guarantee that Evestia will respond to any such Client actions or requests immediately or in accordance with set time schedule. Further, Evestia 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 Evestia on behalf of Client 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 the brokerage or its clearing or executing broker-dealers or Evestia's ability to communicate with the brokerage or its clearing or executing broker-dealers (B) hardware or software malfunction, failure or unavailability; (C) brokerage system outages; (D) internet service failure or unavailability; (E) the actions of any governmental, judicial or regulatory body; and/or (F) force majeure.

### **Item 17 Voting Client Securities**

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions,

tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. We will neither advise nor act on behalf of the client in legal proceedings involving companies whose securities are held in the client's account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements.

### **Item 18 Financial Information**

This Item is not applicable because Evestia 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.



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Lehi, Utah 84043

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

**Form ADV Part 2B Client Brochure Supplement**

**September 10, 2021**

This Brochure Supplement provides information about Evestia management listed below that supplements the Evestia Brochure you should have received above. Please contact Evestia at 801-960-3228 or [hello@evestia.com](mailto:hello@evestia.com) if you did not receive Evestia's Brochure or if you have any questions about the contents of this Brochure Supplement.

Evestia's automated investment advice is managed by software, based on input provided by Evestia's manager whose experience and credentials are provided below.

**Rick C. Jaster, CFA**

Year of Birth: 1968

Education

MBA, Finance, BYU Marriott School of Management, Provo, UT 1995

B.S., Psychology, Brigham Young University, Provo, UT 1993

Business Background

President, Evestia LLC, from 2/2021 to present

Director Systematic Equities, Carson Group from 6/2018 to 1/2021

Partner / Chief Investment Officer, QBI Financial from 11/2016 to 6/2018

Senior Portfolio Manager, Summit Global Investments from 7/2013 to 10/2016

Portfolio Manager, Ensign Peak Advisors from 5/1995 to 7/2013

Professional Designations

Chartered Financial Analyst (CFA), CFA Institute, 1999



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**Form ADV Part 2A  
Evestia Program Brochure**

**September 10, 2021**

**Item 1 Cover Page**

This wrap fee program brochure (“Brochure”) provides information about the qualifications and business practices of Evestia LLC (“Evestia” or “we” or “us”), an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Registration does not imply a certain level of skill or training but only indicates that Evestia has registered its business with state and federal regulatory authorities, including the SEC. The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

If you have any questions about the contents of this Brochure, please contact us at [801-960-3228](tel:801-960-3228) or [hello@evestia.com](mailto:hello@evestia.com). Additional information about Evestia is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) and on Evestia’s website, [www.evestia.com](http://www.evestia.com) (the “Site”).

## **Item 2 Material Changes**

The material changes to Evestia's Form ADV Part 2A brochure from the initial filing on May 1, 2021:

### **Item 4 Services, Fees and Compensation and Item 9 Additional Information**

Account minimums were removed, and the fee schedule was changed to a flat 1% fee.

Both sections were updated to reflect a change in technology provider, introducing broker, and custodian to Altruist Financial LLC and Apex Clearing Corporation.

Disclosure that Evestia may share fees for referrals, but these fees will not increase the cost to clients.

### **Item 3 Table of Contents**

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## Item 4 Services, Fees and Compensation

### A. General Description of the Company

Evestia is an automated investment adviser registered with the SEC. Evestia provides clients with software-based investment advisory and portfolio management services through the Evestia Program (See Evestia Program Brochure attached). This Program is made available via brokerage accounts opened with Altruist Financial LLC, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the introducing broker to Apex Clearing Corporation, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the clients' custodian. Additional information about Evestia's products, structure and directors is provided on Part 1 of Evestia's Form ADV which is available online at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or at [www.evestia.com](http://www.evestia.com). We encourage visiting our website [www.evestia.com](http://www.evestia.com) for additional information.

### B. Summary of Investment Advisory Services

Evestia offers an automated investment advisory service that makes it possible for anyone who enters into an Evestia Advisory Client Agreement (the "Advisory Client Agreement"), to access state-of-the-art investment advisory and portfolio management services. As provided in the Advisory Client Agreement, advisory clients ("Clients") grant Evestia discretionary authority to manage Client assets in accounts ("Client Accounts" or "Accounts") opened and maintained at Apex Clearing Corporation pursuant to the Apex Clearing & Custody Agreement (the "Brokerage Agreement"). Evestia's investment objective is to seek appropriate long-term, risk-adjusted, net-of-fee returns.

#### **Taxable Accounts and Individual Retirement Accounts ("IRAs")**

Each individualized taxable or IRA account is designed to be consistent with a Client's individual risk tolerance. Evestia creates an investment plan and manages a Client's portfolio by seeking to identify: 1) the ideal mix of asset classes based on the Client's specific risk tolerance; 2) the appropriate mix of investments, individual equities and/or exchange traded funds ("ETFs") to represent each of those asset classes; and 3) the most appropriate time to rebalance the Client's portfolio to maintain intended risk tolerance and optimal return for the Client's risk level.

#### **Financial Planning Service Through Software**

In addition to investment advisory and portfolio management services, Evestia provides certain software-based financial planning tools and services (the "Financial Planning Service") to its Clients. The Financial Planning Service allows Clients to use a questionnaire to match their personal financial goals with an appropriate model portfolio for investing account assets. The Financial Planning Service allows Clients to eliminate the need for the traditional financial planner interview that is usually required to acquire the necessary inputs to build a financial plan.

## Advisory Fees

### Taxable Accounts and Individual Retirement Accounts (“IRAs”)

Evestia is compensated for its advisory services by charging an annual fee of 1.00% of the net market value of a Client’s Account as detailed in the table below.

Assets Under Management	Annual Fee
\$1 to \$10,000,000	1.00%
Above \$10 Million	Negotiable

There is no account minimum required to open an account. Evestia reserves the right, in its sole discretion, to negotiate, reduce or waive the advisory fee for certain Client Accounts for any period determined solely by Evestia.

### Taxable Accounts and Individual Retirement Accounts (“IRAs”)

Evestia’s software-based investment advisory service charges an annualized fee of 1.00% of a Client’s assets under management. Annual fees are charged monthly as explained below.

Evestia’s advisory fees are not paid in advance. Fees are charged in arrears and accrue daily and deducted from Clients’ Accounts each month. A daily advisory fee is calculated by dividing the annual fee rate by 365(or 366) days in a year multiplied by the daily net market value of the Client’s Account. The advisory fee for a calendar month is equal to the total of the daily fees calculated during that month (less any deductions or fee waivers) and is deducted from Client Accounts the following month.

#### Fee Calculation Example:

Average Daily Account Net Market Value = \$100,000

Annual Advisor fee = 1.00%

Daily Fee Calculation =  $1.00\% / 365 \times \$100,000 = \$2.74$

Monthly Advisor Fee (Assuming 30 days in the month) =  $\$2.74 \times 30 = \$82.20$

## C. Other Account Fees

In addition to the advisory fees, Clients may also pay other fees or expenses to third parties, as well as to an affiliate of Evestia. The issuer of some of the securities or products we purchase for Clients, such as ETFs, may charge product fees that affect Clients. Evestia does not charge these ETF fees to Clients, nor does it benefit directly or indirectly from any such fees. 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 an ETF may include 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.

## Item 5 Account Requirements and Types of Clients

There is no account minimum required to open an account with Evestia. As a result of using fractional shares and the automation associated with offering its services online, Evestia makes it possible for retail investors, as well as retirement accounts and trusts, to access its service with no minimum dollar amount. Clients have access to their Accounts through the Site. Additional requirements for opening an Account with Evestia are described in Item 4 of Evestia's Form ADV Part 2A brochure, above.

At any time, a Client may terminate an Account, withdraw all or part of an Account, or request an update to their investment profile (i.e. risk score), which may initiate an adjustment in the Account's holdings. In that case, unless otherwise directed by the Client, Evestia will sell the securities in the Client Account (or portion of the Account, in the case of a partial withdrawal or update) at market prices at or around the time of the termination, withdrawal, or update. See Item 16 of Evestia's Form ADV Part 2A brochure for a description of Evestia's discretionary investment authority, including the timing of Evestia's placement of Client trade orders. While Evestia seeks to respond to Client deposits, Client changes in risk profiles, Client withdrawal requests, including without limitation requests in connection with terminations, and other reasonable Client requests in a timely and reasonable manner, Evestia does not represent or guarantee that Evestia will respond to any such Client actions or requests immediately or in accordance with a set time schedule.

The Evestia program is probably not the most appropriate service for someone who wants frequent feedback from an advisor. Investors evaluating Evestia's software-based investment advisory service should be aware that Evestia's relationship with Clients is likely to be different from the "traditional" investment advisory relationship in several aspects:

1. Evestia is a software-based investment adviser which means each Client must acknowledge their ability and willingness to conduct their relationship with Evestia on an electronic basis. Under the terms of the Advisory Client Agreement and the Brokerage Agreement, each Client agrees to receive all Account information and Account documents (including this Brochure and the Evestia Program Brochure), and any updates or changes to same, through their access to the Site and Evestia's electronic communications. Unless noted otherwise on the Site or within this Brochure, Evestia's investment advisory service, Altruist Financial LLC's brokerage services, the signature for the Advisory Client Agreement and the Brokerage Agreement, and all documentation related to the advisory services are managed electronically.
2. To provide its investment advisory services and tailor its investment decisions to each Client's specific needs, Evestia collects information from each Client, including specific information about their investing profile such as financial situation, investment objectives, and risk preference. Evestia maintains this information in strict confidence subject to its Privacy Policy, which is provided on the Site. When customizing its investment solutions, Evestia relies upon the information received from a Client. Although Evestia contacts its Clients periodically as described further in Item 13 of Evestia's Form ADV Part 2A brochure, a Client must promptly notify Evestia of any change in their financial situation or investment objectives that might require a review or revision of their portfolio.
3. The software-based investment advisory service includes preselected securities for each asset class within the plan recommended to a Client. Evestia does not allow Clients to select their own securities.

4. Clients may not place orders to purchase or sell securities on a self-directed basis.

## **Item 6 Portfolio Manager Selection and Evaluation**

### **D. Active Beta Approach**

For its software-based investment advisory and portfolio management service, Evestia provides Clients with investment advice based on decades of research showing that smart beta factors may be a more intuitive way to invest in the market. Company characteristics such as low-risk, high-quality, good value, and strong momentum may enhance performance compared to market capitalization weighted indexes. Evestia's active smart beta approach gives clients a chance to outperform cap-weighted indexes on a risk-adjusted basis over a full business cycle, however there is no guarantee that such results will be achieved.

Evestia 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. No assurance can be made by Evestia that Clients will not incur capital gains when Client portfolios are rebalanced periodically. Evestia 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.

### **E. Long Term, Buy and Hold Investment Philosophy**

Evestia adheres to a long-term, "buy-and-hold" investment philosophy. While Evestia reserves the right to act otherwise if it feels that it is in the best interests of its Clients, Evestia does not try to time the market and in general, Evestia intentionally does not react to market movements in managing Client Accounts. Evestia believes that numerous academic and industry studies show that "short-term fluctuations in market, which loom so large to investors, have little to do with the long-term accumulation of wealth." J. Siegel, Stocks for the Long Run (1977).

### **F. Risk Considerations**

Evestia cannot guarantee any level of performance or that any Client will avoid a loss of Account assets. **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 Evestia's 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.

**Market Risk** – The price of any security or the value of an entire asset class can decline for a variety of reasons outside of Evestia's 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.

**Factor-Based Strategy Risk** – Although Evestia uses a rules-based proprietary investment methodology that seeks to identify certain factors, there is no guarantee that this methodology will be successful. In addition, there may be periods when a particular style of investing or factor is out of favor and therefore, during such periods, investment performance may suffer.

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

**Software Risk** – Evestia delivers its investment advisory services entirely through software. Consequently, it is possible that such software may not always perform exactly as intended or as disclosed on the Site, mobile app, blogs or other Evestia disclosure documents, especially in certain combinations of unusual circumstances. For example, there may be occasions where a number of Client Accounts may not experience rebalancing back to the Client’s target asset allocation for extended periods of time, due to certain errors in the deployment of the software. Evestia strives to monitor, detect and correct any software that does not perform as expected or as disclosed.

**Volatility and Correlation Risk** – Evestia’s Security selection process is based in part on a careful evaluation of past price performance and volatility to evaluate future probabilities. It is possible that investments may exhibit price changes in 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.**

**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 Evestia’s 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 Evestia values the securities held in Client Accounts based on reasonably available exchange traded security data, Evestia 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 Evestia.

**Credit Risk** – Evestia 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-dealerclients 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.

**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 U.S. government's guarantee of ultimate payment of principal and interest on certain government securities; and changes in the tax code that could affect interest income, income characterization and/or tax reporting obligations. Evestia 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.

**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 Evestia 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.

**Foreign Investing and Emerging Markets Risk** - Foreign investing involves risks not typically associated with U.S. 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 U.S., 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 U.S. accounting practices and foreign regulation may be inadequate or irregular.

**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 fees charged by Evestia 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. ETF tracking error and expenses may vary.

**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 U.S. dollar-denominated assets primarily managed by Evestia may be affected by the risk that currency devaluations affect Client purchasing power.

### **Item 7 Client Information Provided to Portfolio Managers**

Evestia periodically contacts each Client to remind them to review and update personal profile information they previously provided. Evestia also requests that Clients reconfirm the same information on annually. These notifications and confirmations include contact information for Evestia's support team. Evestia conducts separate reviews related to the individual equities and/or ETFs used for Client portfolios.

### **Item 8 Client Contact with Portfolio Managers**

All client contacts and communications regarding participation in the Evestia Program will occur through contact with Evestia via email, the Site or the App. If Client requests an update to their investment profile (i.e., risk score) it may necessitate a change in the Account's holdings, and Evestia will make any appropriate changes to Client's Account portfolio. See Item 16 in Evestia's Form ADV Part 2A brochure for a description of Evestia's discretionary investment authority, including the timing of Evestia's placement of trade orders, for while Evestia seeks to respond to Client deposits, Client changes in risk profiles, Client withdrawal requests, including without limitation requests in connection with terminations, and other reasonable Client requests in a timely and reasonable manner, Evestia does not represent or guarantee that Evestia will respond to any such Client actions or requests immediately or in accordance with set time schedule.

### **Item 9 Additional Information**

#### **A. Disciplinary Information**

Neither Evestia nor its management persons have any reportable disciplinary events.

#### **B. Other Financial Industry Activities and Affiliations**

No Evestia employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. No Evestia employee is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading

advisor. Evestia does not have any related parties. As a result, we do not have a relationship with any related parties. Evestia only receives compensation directly from clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

### **C. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

Evestia's paramount ethical, professional, and legal duty is to act at all times as a fiduciary to its Clients. This means that Evestia 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. Evestia has adopted a 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.

Evestia's Code of Ethics (the "Code") establishes standards of conduct for all Evestia's employees, including all officers, directors, employees, certain contractors and others, 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 employees 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 Evestia employee receives a copy of the Code when hired or engaged by Evestia. Evestia sends copies of any amendments to the Code to all supervised persons, who must acknowledge in writing having received the Code and the amendments. Annually or as otherwise required, each supervised person must confirm to Evestia that they have complied with the Code during such preceding period.

Evestia's employees may personally invest in securities recommended by Evestia, specifically the ETFs and stocks recommended for each asset class. Evestia's employees may also buy or sell specific securities for their own accounts if they are not purchased or sold ahead of Client accounts. Evestia monitors the securities transactions of all employees to determine whether there has been any improper use of client trading information by employees. It also requires all employees to report any violations of the Code promptly to Evestia's Chief Compliance Officer. The complete Code of Ethics is available to any client or prospective Client upon request.

### **D. Review of Accounts**

Evestia provides all Clients with continuous access via the Site where Clients can access their Account documents, such as account statements, and review their returns. Clients may also receive periodic e-mail communications describing portfolio performance, Account information, and product features.

Evestia's software-based investment advisory service assumes that a portfolio created will not stay optimized over time and must be periodically rebalanced back to its original targets to maintain the intended risk level and asset allocations. Evestia reviews each Client's Account when it is opened and using software, continuously monitors and periodically rebalances each Client's portfolio to seek to maintain a Client's targeted risk tolerance and optimal return for the Client's risk level. Evestia also conducts reviews when Clients make changes to their risk profiles. Evestia may consider the volatility associated with each of the chosen asset classes when deciding when and how to rebalance, however no assurance can be made by Evestia that Clients will not incur capital gains, and in certain instances significant capital gains, when Client portfolios are rebalanced periodically. Evestia 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.

Evestia periodically contacts each Client to remind them to review and update personal profile information they previously provided. Evestia also requests that Clients reconfirm the same information annually. These notifications and confirmations include a link to Evestia's support team. Evestia conducts separate reviews related to the individual equities and/or ETFs used for Client portfolios.

#### **E. Client Referrals and Other Compensation**

Evestia may share referral fees with unaffiliated solicitors (accountants, lawyers, financial coaches, counselors, etc.) subject to regulatory compliance. These solicitors will either be registered as investment advisors or exempt from registration. Solicitors will comply with rules requiring written legal agreements between them and Evestia, be free of disqualifying criminal convictions, disclose fee arrangement to potential clients, and disclose any conflicts of interest. Client fees will not increase due to these referral arrangements, and clients will not pay more when referred by a solicitor.

Evestia may use certain arrangements in which it pays bloggers and others who post advertisements for Evestia a flat fee or a fee per client responding to such advertisements who opens an account regardless of whether said client funds the account.

Evestia may from time to time run promotional campaigns to measure interest and to attract Clients to open Accounts on the Site. These promotions may include additional Account services or products offered on a limited basis to select Clients, different fee arrangement structures, which could include more favorable fee arrangements, 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 a third party or other existing Client to refer prospective Clients to Evestia, 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 Evestia if doing so would result in eligibility to receive an incentive, bonus or additional compensation.

#### **F. Financial Information**

Evestia 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.