

**> FORM ADV PART 2A – APPENDIX 1  
WRAP FEE PROGRAM BROCHURE**

DECEMBER 31<sup>st</sup>, 2025

This brochure is an appendix to Pinvest LLC's Form ADV 2A. It provides information about Pinvest's Wrap Fee Program. Pinvest is an investment adviser registered with the United States Securities and Exchange Commission (the "SEC"). Registration with the SEC or any state securities authority does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at (786) 244 7346 / (786) 458 8491 and/or [info@pinvestcapital.com](mailto:info@pinvestcapital.com) The information in this brochure has not been approved or verified by the SEC or by any state securities authority. Additional information about Pinvest LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number known as a CRD number. Pinvest LLC's CRD number is 331586.

## ➤ Item 2

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## ➤ Item 3

### MATERIAL CHANGES

You will receive a summary of any material changes to subsequent Brochures within 120 days of the close of our business's fiscal year, which is December 31 of each year. We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge. Currently, our Brochure may be requested by contacting us at telephone number (786) 244-7346 and (786) 458-8491 and/or by email at [info@pinvestcapital.com](mailto:info@pinvestcapital.com).

Additional information about Pinvest LLC is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Pinvest Wealth Management Ltd, who are registered, or are required to be registered, as Investment Adviser Representatives ("IARs") of Pinvest LLC.

## ➤ Item 4

# **SERVICES, FEES AND COMPENSATION**

PINVEST offers discretionary investment advisory services for domestic and foreign individuals, trusts, family offices and institutions through investment models (each a "Client" and collectively the "Clients"). Every Client sign an investment advisory agreement ("Agreement"), setting forth the relevant terms and conditions of the advisory relationship with us. Information provided by the Client is also collected during meetings, interviews and/or by completing questionnaires. PINVEST will work with each Client to establish an appropriate investment profile. After defining the Client's appropriate investment profile, the investment strategy is implemented through a combination of investment products.

This Brochure describes the services provided under the Wrap Program. Please refer to our Form ADV Part 2A (Firm Brochure) for information on the other services provided by our firm, as listed above.

Pinvest LLC manages approximately \$23,605 in Assets Under Management as of December 31st, 2025.

## **OWNERS & OFFICERS**

Pinvest LLC ("Pinvest") was incorporated on April 30, 2024. Pinvest is wholly owned by Pichincha Holdings LLC.

### **Description of Services Provided in the Wrap Fee Program**

After gathering information about your financial situation, risk tolerance, and investment objectives, we will make recommendations regarding the suitability of the wrap fee program based on factors such as investment goals, strategy, performance, and methods of analysis. Portfolio management services in the program are provided on a discretionary basis in accordance with your individual investment objectives. If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Subject to a grant of discretionary authorization, we have the authority and responsibility to formulate investment strategies on your behalf. This authorization includes deciding which securities to buy and sell, when to buy and sell, and in what amounts, in accordance with your investment program, without obtaining your prior consent or approval for each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and/or through trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing.

As part of our portfolio management services provided through the Wrap Program, we may use one or more TPMMs to manage a portion of your account. The TPMMs may use one or more of their model portfolios to manage your account. PINVEST will regularly monitor the performance of your accounts managed by TPMMs.

Assets for Wrap Program accounts are generally held at Interactive Brokers LLC ("IBKR"). This firm also acts as executing broker/dealer for transactions placed in Wrap Program accounts and provide other administrative services as described throughout this Brochure.

## **Changes in Your Financial Circumstances**

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g., attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than managing your account in accordance with your designated investment objectives. It is your responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

## **The Wrap Program Fee**

For existing program participants, PINVEST charges an annual "wrap-fee" for participation in the Wrap Program depending upon the market value of your assets under our management. You are not charged separate fees for the different components of the services provided by the Wrap Program. PINVEST pays all trade expenses of trades placed on your behalf. Assets in each of your account(s) are included in the fee assessment unless specifically identified in writing for exclusion. In special circumstances, and in our sole discretion, we may negotiate a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, dollar amount of assets to be managed, related accounts, account composition, pre-existing client relationship, account retention, etc.).

## **The Portfolio Management Fee**

Pinvest's fee for portfolio management services ranges from 0.25% to 0.80% of the net liquidation value of your account. Our annual portfolio management fee is billed and payable, quarterly, the advisory fee is calculated daily as an annualized percentage and summed together. This amount is then deducted on a Quarterly basis. PINVEST may reduce or waive fees at its discretion, such as for employee accounts under our management.

If the portfolio management agreement is executed at any time other than the first day of the calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. If the portfolio management agreement is executed at any time other than the first day of the calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. An adjustment will be made for any net contributions or withdrawals of Assets in the Account(s), which are greater than or equal to \$50,000 any given day during the quarter. Such adjustments are reflected in the fee calculations for the next quarterly period.

As a client, you should be aware that the Wrap Program fee charged by PINVEST may be higher (or lower) than those charged by others in the industry, and that it may be possible to obtain the same or similar services from other firms at lower (or higher) rates. A client may be able to obtain some or all of the types of services available through our firm's Wrap Program on an individual basis through other firms and, depending on the circumstances, the aggregate of any separately paid fees may be lower or higher than the annual fees shown above.

At our discretion, PINVEST may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts.

## **Withdrawal of Assets**

You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we generally design our portfolios as

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long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

### **Payment of Fees**

PINVEST will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy.

### **Termination of Advisory Relationship**

You may terminate the Wrap Program and advisory relationship upon 30 days' written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the Wrap Program, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you participated in the Wrap Program. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Upon termination of accounts held at the custodian(s) they will deliver securities and funds held in the account per your instructions unless you request that the account be liquidated. After the Wrap Program agreement has been terminated, transactions are processed at the prevailing brokerage rates/fees. After terminating the advisory relationship, you become responsible for monitoring your own assets and our firm has no further obligation to act upon or to provide advice with respect to those assets.

### **Wrap Program Disclosure**

- The benefits of the Wrap Program depend, in part, upon the size of the account, the management fee charged, and the number of transactions likely to be generated in the account. For example, a Wrap Program may not be suitable for accounts with little trading activity. In order to evaluate whether a wrap fee program is suitable for you, you should compare the Wrap Program Fee and any other costs of the Wrap Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and other execution costs, and custodial services comparable to those provided under the Wrap Program.
- In considering the investment programs described in this Brochure, you should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers.
- Our firm and Associated Persons receive compensation as a result of your participation in the Wrap Program. This compensation may be more than the amount our firm or the Associated Persons would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and our Associated Persons have a financial incentive to recommend the Wrap Program.
- Similar advisory services may be available from other registered investment advisers for lower fees.

### **Additional Fees and Expenses**

The Wrap Program Fee includes the costs of brokerage commissions for transactions executed through the Qualified Custodian (or a broker-dealer designated by the Qualified Custodian), and charges relating to the settlement, clearance, or custody of securities in the account. The Wrap Program Fee does not include mark-ups and mark-downs, dealer

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spreads or other costs associated with the purchase or sale of securities, interest, taxes, or other costs, such as national securities exchange fees, charges for transactions not executed through the Qualified Custodian, costs associated with exchanging currencies, wire transfer fees, or other fees required by law or imposed by third parties. The account will be responsible for these additional fees and expenses.

The Wrap Program fees that you pay to our firm for portfolio management services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds ("ETFs"), our firm, and others.

### **Brokerage Practices**

If you participate in the Wrap Program, you will be required to establish an account with IBKR, broker-dealer and member of FINRA and SIPC. If you do not direct our firm to execute transactions through these custodians, we reserve the right to not accept your account. Not all advisors require their clients to direct brokerage. Since you are generally required to use IBKR, we may be unable to achieve the most favorable execution of your transactions. We believe that they provide quality execution services based on several factors, including, but not limited to, the ability to provide professional services, reputation, experience and financial stability.

PINVEST maintains an institutional relationship with IBKR. We will generally recommend IBKR (or any other Qualified Custodian) to serve as the custodian/clearing broker-dealer for your assets.

### **Research and Other Soft Dollar Benefits**

PINVEST does not have any soft dollar arrangements.

### **Economic Benefits**

As a registered investment adviser, PINVEST has access to the institutional platform of your account custodian. As such, we will also have access to research products and services from your account custodian and/or another brokerage firm. These products may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the institutional services platforms of these firms and are not considered to be paid for with soft dollars. However, you should be aware that the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts another broker who did not provide research services or products might charge.

The following is a non-exhaustive list of economic benefits PINVEST may receive from IBKR:

- Clients get one free transfer per quarter, but no cash is actually reimbursed, the transfer is not charged
- Access to software and related support without cost because our clients maintain assets at the custodian.
- Receipt of duplicate client confirmations and bundled duplicate statements.
- Access to a trading desk that exclusively services institutional participants.
- Access to block trading which provides the ability to aggregate and allocate transactions; and
- Access to an order entry and client account information electronic network.

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### **Brokerage for Client Referrals**

PINVEST does not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Directed Brokerage**

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you should understand that this might prevent our firm from aggregating trades with other client accounts or from effectively negotiating brokerage commissions on your behalf. This practice may also prevent our firm from obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

### **Block Trades**

PINVEST may combine multiple orders for shares of the same securities purchased for discretionary advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. If you participate in our wrap fee program described above, you will not pay any portion of the transaction costs in addition to the program fee. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each client's order. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

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## ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

Pinvest's clients are institutional clients that provide advisory services to wealthy individuals and families. The Firm also has clients that are high net worth individuals and families and retail clients.

Pinvest's minimum accounts for the wrap fee program is \$5,000. However, based on facts and circumstances Pinvest, at its sole discretion, accepts accounts with a lower value.

## ➤ Item 6

# PORTFOLIO MANAGER SELECTION AND EVALUATION

PINVEST is the sponsor and sole portfolio manager for the Wrap Program. Refer to Services, Fees, and Compensation for additional disclosures on costs associated with your participation in the Wrap Program.

Pinvest LLC Does not charge Performance Fees at this time.

Pinvest LLC primary approach is to use fundamental analysis. The advisor uses, but is not limited to: exchange listed securities, over-the-counter securities, foreign securities, corporate debt securities, mutual funds, United States government securities, options in securities and commodities, and futures contracts on tangibles to accomplish this objective.

The advisor measures and selects securities using sources of information to provide investment advice including research materials prepared by outside sources, corporate rating services and annual reports, prospectuses, and filings with the Securities and Exchange Commission.

Pinvest's investment strategies used to implement investment advice given to our clients include long-term purchases. Sometimes, the advisor recommends employing cash positions as a possible hedge against market movement which could adversely affect the portfolio. The advisor recommends selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in risk tolerance of client, or any risk deemed unacceptable for the client's risk tolerance.

There is a substantial risk of loss in trading in securities and other financial instruments that you, as the investor, should be prepared to bear. Past results are no guarantee of future performance. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources, and other relevant circumstances. Trading in futures and options is not suitable for many members of the public.

### Digital Assets Risk Disclosure.

This disclosure document is intended to inform you of some of the risks associated with investing in digital assets. Investors should be aware of these associated risks, which are described below:

#### Technical risks

Digital assets are based on complex and evolving technologies. There is a risk that software or hardware failures, hacking or other technical problems may disrupt the operation of digital asset networks, resulting in losses for investors.

#### Legal risks

The legal and regulatory landscape for digital assets is still developing. There is a risk that new laws or regulations may be enacted that could have a negative impact on the value or utility of digital assets.

#### Market risks

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Digital asset markets are highly volatile and illiquid. This means that the price of digital assets can fluctuate wildly, and it can be difficult to sell them quickly or at a fair price. In addition, there is the risk of market manipulation and fraud.

#### Price volatility

Digital asset prices are highly volatile and can fluctuate wildly in response to a variety of factors, such as news, social media sentiment and regulatory changes. This volatility can lead to significant losses for investors.

#### Operational risks

Digital assets are often stored in digital wallets or exchanges. There is a risk that these wallets or exchanges may be hacked, suffer technical problems resulting in the loss of investors' funds, be stolen, or be lost due to human error.

**Tax risks:** The tax treatment of digital assets is complex and evolving. Investors should consult with a tax advisor to understand the tax implications of investing in digital assets.

#### Fraud and scams:

There is a high risk of fraud and scams in the digital asset sector. Investors should be wary of any investment opportunity that seems too good to be true.

#### Valuation methodology

There is no universally accepted methodology for valuing digital assets. This can make it difficult to determine the fair market value of digital assets and lead investors to overpay for them.

### **Proxy Voting**

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

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

## ➤ Item 7

# CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

In order to provide the Wrap Program services, PINVEST will share your private information with your account custodian. PINVEST may also provide your private information to mutual fund companies and/or third-party managers, or other service providers, as needed. PINVEST will only share the information necessary in order to carry out our obligations to you in servicing your account. PINVEST shares your personal account data in accordance with our privacy policy as described below.

### **Privacy Notice**

PINVEST views protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

PINVEST may disclose your non-public personal information to non-affiliated third parties. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

PINVEST restricts internal access to non-public personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm.

If you decide to close your account(s) we will adhere to our privacy policies, which may be amended from time to time.

If we make any substantive changes in our privacy policy that would further permit or require disclosures of your private information, we will provide written notice to you. Where the change is based on permitted disclosures, you will be given an opportunity to direct us as to whether such disclosure is acceptable. Where the change is based on required disclosures, you will only receive written notice of the change. You may not opt out of the required disclosures.

If you have questions about our privacy policies, contact our main office at the telephone number on the cover page of this Brochure.

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## ➤ Item 8

### **CLIENT CONTACT WITH PORTFOLIO MANAGERS**

Without restriction, you should contact our firm or your advisory representative directly with any questions regarding your Wrap Program account. You should contact your advisory representative with respect to changes in your investment objectives, risk tolerance, or requested restrictions placed on the management of your Wrap Program assets.

## > Item 9 **ADDITIONAL INFORMATION**

### **Disciplinary Information**

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management. We do not have any required disclosures under this item.

### **Recommendation of Other Advisers**

We may recommend that you use a TPMM based on your needs and suitability. We will not receive separate compensation, directly or indirectly, from TPMMs for recommending that you use their services. Moreover, we do not have any other business relationships with the recommended TPMMs.

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this Brochure.

Neither our firm nor any persons associated with our firm has any other material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

### **Review of Accounts**

The Firm's CCO or a designee conducts client account reviews and will monitor your accounts on an ongoing basis and will conduct account reviews at least quarterly, to ensure the advisory services provided to you are consistent with your investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

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- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

The individuals conducting reviews may vary from time to time, as personnel join or leave our firm.

You will receive trade confirmations and monthly or quarterly statements from your account custodian(s). PINVEST will also provide Clients with periodic reports regarding their holdings, allocations, and performance. We urge Clients to compare the account statements they receive from their custodian with the reports prepared by the Firm and promptly inform us of any discrepancies.

### **Client Referrals and Other Compensation**

PINVEST may receive economic benefits from a non-client for providing investment advice or other advisory services to you. Through our participation in certain programs or use of a custodian we are entitled to receive economic benefits. As part of our fiduciary duty, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm from a non-client in and of itself creates a potential conflict of interest and may influence our choice in providing services to your account. This arrangement does not cause our clients to pay any additional transaction fees beyond those that are traditionally charged by our firm and/or other service providers.

Refer to the *Services, Fees, and Compensation* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

### **Custody**

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

PINVEST may also provide reports to you reflecting among other things portfolio holdings and the amount of the advisory fee deducted from your account. You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement, or if you did not receive a statement from your custodian, contact us immediately at the telephone number on the cover page of this Brochure

### **Investment Discretion**

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and the appropriate trading authorization forms.

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You may grant PINVEST discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Refer to the *Advisory Business* section in this Brochure for more information on our discretionary management services. Our firm will also have discretionary authority to accept or reject a planned reallocation within a given portfolio and the discretion to hire or fire any sub-adviser without your prior permission.

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

### **Class Action Lawsuits**

PINVEST does not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

### **Financial Information**

PINVEST does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and we do not require the prepayment of more than \$1,200 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this Brochure.

PINVEST has not filed a bankruptcy petition at any time in the past ten years.

### **Cybersecurity**

PINVEST utilizes electronic communication networks and electronic mediums to maintain information regarding its clients and its business. This creates the potential for cybersecurity incidents or cyber-attacks that may result in the inadvertent disclosure of confidential sensitive information to unintended parties, unauthorized access to confidential sensitive information, or operational disruptions by malicious hackers. PINVEST has in place policies and procedures regarding information technology security, maintains technical and physical safeguards and takes other reasonable precautions to safeguard the confidentiality of sensitive information and internal data. However, despite reasonable precautions, the risk remains that cybersecurity incidents may occur. If such an event, were to occur, PINVEST will promptly notify the affected parties and take all necessary appropriate actions.