



# SavvyFi

Form ADV Part 2A:  
Client Brochure  
May 19, 2020

Savvy Financial, Inc.

This Client Brochure ("Brochure") provides information about the qualifications and business practices of Savvy Financial, Inc. If you have any questions about the contents of this Brochure, please contact our Chief Compliance Officer at [help@savvyfi.co](mailto:help@savvyfi.co). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional contact information is available upon request at [help@savvyfi.co](mailto:help@savvyfi.co).

Additional information about Savvy Financial, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

[WWW.SAVVYFI.CO](http://WWW.SAVVYFI.CO)

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## Item 4: Advisory Business

### A. General Description of the Company

Savvy Financial, Inc. (“Savvy Financial” or “SavvyFi”), an automated internet investment adviser registered with the Securities and Exchange Commission (SEC), was founded in August of 2018. Savvy Financial is headquartered in Franklin, Tennessee.

Like all registered investment advisers, SavvyFi is required to inform Clients that registration with the SEC does not imply a certain level of skill or training.

### B. Description of Advisory Services Offered

Savvy Financial’s objective is to help its Clients (“Clients”) plan for their Beneficiary’s (“Beneficiary” or “Student”) anticipated college expenses by using algorithms to forecast investment returns and college cost growth based on the Student’s investment horizon. In addition, SavvyFi’s objective is to help Clients better understand the relationship between the Client’s expected contributions and achievement of the Client’s college savings goal.

Savvy Financial’s advisory services (“Services”) are limited to providing advice to Clients that are saving, or intend to save, for college with a 529 Education Savings Plan (“529 Plan”). The scope of SavvyFi’s Services does not include advice on 529 Prepaid Plans or any other college savings vehicles.

SavvyFi’s Services generally include the following:

- Assistance with 529 account setup;
- Projection of the Student’s grants, scholarships, and education tax benefits;
- Tracking and projection of the Client’s progress toward a college savings goal.

As a digital investment adviser, Savvy Financial administers its Services exclusively through its interactive online software application (“Online Software”), which can be accessed on the firm’s website at [www.savvyfi.co](http://www.savvyfi.co) (“Site”). This is different from many “traditional” investment advisers that administer advisory services primarily through personal interaction with human investment adviser representatives. Each Client must acknowledge willingness to conduct advisory services with Savvy Financial electronically through SavvyFi’s Online Software.

In addition to SavvyFi’s Services, SavvyFi gives Clients access to a gift contribution feature (“Gift Feature”) in the Online Software that is intended to help Clients source contributions to their 529 account(s) from third parties, who may or may not also be Clients of SavvyFi.

### C. Explanation of Standard (Non-Tailored) Services

Savvy Financial has adopted a standard recommended 529 Plan Provider, the my529 Plan (“my529” or “my529 Plan”), and a standard recommended investment option within that plan, Vanguard’s Age-Based Aggressive Domestic Option (“Age-Based Option”). Through standardizing the 529 Plan and investment option, SavvyFi anticipates that significant burdensome complexity will be removed from the Client’s decision process, which will help Clients start their college savings account earlier and maximize their time available to pursue investment growth. To facilitate ease of account signup, each Client must acknowledge and agree to give Savvy Financial full power and authority to enter into and perform the Terms and Conditions of my529 Account Agreement in a representative or fiduciary capacity on behalf of the Client. Clients cannot impose restrictions on investing in certain securities or types of securities, or select their own investments, in connection with SavvyFi’s Services because the

investments recommended by Savvy Financial are part of the overall investment plan (“Investment Plan”) for the Client.

Savvy Financial does not represent that its Services are based on, or meant to replace, a comprehensive evaluation of the Client’s entire financial profile and circumstances. Additionally, because SavvyFi’s Services are limited to advice on only my529 Plan and Age-Based Option, SavvyFi does not represent that its Services are based on a comprehensive evaluation of all college savings options relative to the Client’s specific financial profile and circumstances. Each Client must acknowledge and agree to the fact that he or she may be sacrificing certain state tax benefits by adopting SavvyFi’s Investment Plan. Prospective Clients who are not taxpayers in the State of Utah may wish to consider whether their or their Student’s home state provides its taxpayers with favorable state tax or other benefits that may only be available through investment in the home state’s 529 plan.

#### D. Wrap Fee Program

Savvy Financial does not participate in a wrap fee program; therefore, SavvyFi has no material conflicts of interest to disclose relative to wrap fee programs.

#### E. Supervision and Management of Client Assets

Savvy Financial has approximately \$25,000 in supervised and/or managed assets as of the date of this Brochure. SavvyFi manages assets on a discretionary basis.

### Item 5: Fees and Compensation

#### A. Compensation for Advisory Services

Savvy Financial is compensated for its Services in connection with the Client’s my529 Plan Account(s) (“my529 Account”) by charging an annualized fee of 30 basis points or 0.30% (“Fee”) based on the assets under management (AUM) in the Client’s my529 Account(s). SavvyFi’s Fee is separate from the annualized fees and expenses of my529 Plan, which may include underlying administrative, investment management, program management, and fund fees (see “Other Fees and Expenses Incurred by Client” in this Item 5 for additional information). SavvyFi’s Fee will only be assessed on the Client’s my529 Accounts that are connected to SavvyFi’s Services.

Savvy Financial reserves the right, in its sole discretion, to negotiate, reduce, or waive the Fee for certain accounts for any period of time determined solely by Savvy Financial. In addition, Savvy Financial may reduce or waive its Fee for the account of some Clients without notice to, or fee adjustment for, other Clients. The actual Fee charged will be specified in each individual Client’s Client Agreement.

As of the date of this Brochure, the Total Annualized Fee (“Total Fee”) to Clients, including both SavvyFi’s Fee and my529’s Plans separate annualized fees and expenses for Age-Based Option, ranges from 45 basis points (0.45%) to 47 basis points (0.47%). The fees and expenses of my529 Plan can be found in my529’s *Program Description*. SavvyFi reserves the right to change its Fee, and SavvyFi will promptly notify the Client of any increase or decrease in the Fee should such change occur. A change in the Fee will be effective for the Client’s SavvyFi account starting in the next month that begins at least thirty (30) days after SavvyFi sends or posts such notice.

Clients must acknowledge and accept that services similar to those provided by Savvy Financial may be available from other sources at lower costs.

The summary of fees is broken down as follows:

- 0.30% annual fee billed monthly by SavvyFi – This fee is calculated by multiplying the account balance retrieved on the last calendar day of the applicable month by 0.30% and then multiplying by the ratio of the number of days in the previous month divided by 365.25.
- Between 0.15% and 0.17% annual fee (or as specified in the most recent *my529 Program Description* if different) billed by my529 – This fee is deducted directly from the Client's my529 Account and, therefore, indirectly affects the Client's portfolio performance.

#### B. Billing of Fees Incurred by Client

Fees incurred by the Client in connection with SavvyFi's Services will be billed in arrears on a monthly basis and will be automatically deducted from the bank account linked to SavvyFi's Online Platform. The Fee will be calculated based on the total AUM of all of the Client's my529 Accounts linked to SavvyFi's Online Software ("Retrieved Amounts"). The Client's Retrieved Amounts will be obtained from my529 Plan on the last calendar day of each month. Discrepancies may exist due to the Client's pending account activity at the time of retrieval; however, the Retrieved Amounts only will be considered in determination of a Client's monthly fee. To the extent that the Client engages SavvyFi any time after the first day of a month, the Client's Fee will be prorated from the date of engagement through the end of the month by assessing the full fee on the Retrieved Amounts and reducing the fee based on the proportion of the month that the Client has engaged SavvyFi.

#### C. Other Fees and Expenses Incurred by Client

Savvy Financial's Fee is separate from the fees and expenses of my529 Plan in which the Client is invested in. The separate fees and expenses of my529 Plan ("my529 Plan Fees") are charged through a "Total Annual Asset-Based Fee," which may be composed of administrative, program management, investment management, fund, broker-dealer, and record-keeping costs. As of the date of this Brochure, my529 Plan Fees for the Age-Based Option range from 15 basis points (0.15%) to 17 basis points (0.17%) of assets in the my529 Account(s). my529 Plan Fees are deducted directly from the Client's my529 Account and, therefore, indirectly affect the Client's portfolio performance. Clients should refer to "Item 12: Brokerage Practices" in this Brochure for more information on brokerage and transaction costs.

#### D. Advanced Payment of Fees

Savvy Financial does not accept advanced payment of Fees.

#### E. Other Compensation Related to Securities and Investment Product Sales

Savvy Financial, inclusive of its supervised persons, does not receive compensation related to the sale of investment products or securities, nor does it receive any compensation from my529 Plan in which the Client invests in.

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

Savvy Financial, inclusive of its supervised persons, does not accept performance-based fees, which are generally defined as fees based on a share of capital gains on or capital appreciation of the assets of a Client. SavvyFi has no material conflicts of interest to disclose pertaining to performance-based fees or side-by-side management.

## Item 7: Types of Clients

Savvy Financial provides Services to individuals and trusts in the United States only. SavvyFi does not provide Services to investment companies or pensions plans. Because Savvy Financial's Services are limited to advice in connection with the Client's my529 Account(s), if a Client is excluded from account ownership by my529 Plan, that Client will also be ineligible for SavvyFi's Services.

As of the date of this Brochure, Clients have no minimum account balance required to open or maintain a SavvyFi account or my529 Account.

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

### A. Description of Analysis Methods and Investment Strategies

Because of the many variables that can factor into choosing a college savings plan and investment option, SavvyFi believes that a simplified enrollment process will allow Clients to start saving earlier and that a substantially more complex enrollment process would be too burdensome for Clients, ultimately resulting in a delayed decision to open the Client's college savings account where they otherwise would not intend to delay the decision. As such, Savvy Financial has simplified the enrollment process for Clients by selecting my529 Plan and Age-Based Option as defaults for all of its Clients.

Savvy Financial is aware of academic and industry research which has demonstrated that the investment behavior of households can be influenced by past returns, and that the resulting return-chasing behavior can have a significant negative impact on a household's investment performance.<sup>1</sup> To minimize the influence of return-chasing behavior, SavvyFi has selected Age-Based Option as the default and only investment option in the Investment Plan for all Clients.

1. Chien, YiLi. "Chasing Returns Has a High Cost for Investors." Federal Reserve Bank of St. Louis, April 2014.

Age-Based Option automatically allocates the Client's assets to progressively decreasing levels of expected risk as the Student's expected college enrollment date approaches. The investment options, asset allocation, or underlying funds of Age-Based Option are managed by my529 Plan's Program Administrators. SavvyFi does not represent or offer any assurance that the asset allocations of Age-Based Option will maximize a Client's returns, minimize risk, or be the appropriate allocation in all circumstances for every investor who has a particular time horizon or risk tolerance. Clients should acknowledge and be prepared to bear the risk of substantial loss of their original investment when investing in Age-Based Option.

Savvy Financial does not represent that its analysis on or selection amongst 529 Plans incorporates any specific Client's, or Client type's, financial situation or circumstances. Savvy Financial's evaluation leading to the selection of my529 Plan and Age-Based Option as the default for all Clients' Investment Plans generally considered the following factors:

- Availability of age-based investment options;
- Returns of age-based investment options;
- Program administrators, investment managers, program managers, and record keepers of 529 Plans;
- Total annualized fees of 529 Plans;
- Ability of the 529 Plan to integrate with SavvyFi's Online Software;

- Minimums to open a 529 account;
- Minimum contributions to a 529 account;
- Annual 529 account maintenance fees.

Each Student's projected costs of college are determined based on a historical analysis of net prices. The Student's projected future costs of college are determined based on an analysis of historical net price growth and the Student's expected college enrollment date. These projections are estimates and assume that the Student will be listed as a dependent of the Client on the Student's Free Application for Federal Student Aid ("FAFSA"). If this is not the case, the Student's projected costs of college may not be a reasonable approximation.

## B. Material Risks of Method of Analysis

The following risks of Savvy Financial's method of analysis may not be all-inclusive but should be considered carefully by a prospective Client before retaining Savvy Financial's Services.

- **Limited Investment Direction** – Savvy Financial offers only one 529 plan and one investment option to simplify the enrollment process for Clients. Savvy Financial does not allow Clients to select their own investments because the investments recommended by Savvy Financial are part of the overall Investment Plan for the Client.
- **No Suitability Determination** – Savvy Financial makes no representations regarding the suitability of the Investment Plan made available through SavvyFi's Services for any particular Client. Other types of investments and other types of college savings vehicles may be more appropriate depending on a potential Client's financial situation and circumstances. The Client's Investment Plan does not, nor is it intended to, constitute legal or tax advice. Clients are encouraged to consult their legal or tax advisor about the impact of the Investment Plan on the Client's individual situation.
- **Eligibility for Financial Aid and Other Noneducational Benefits** – Being the owner or beneficiary of a 529 account may adversely affect financial aid and other federal and state noneducational benefits, such as Medicaid. Clients should check and periodically monitor the applicable laws and other official guidance to determine the impact of the Client's 529 account on eligibility for financial aid, Medicaid, or other state and federal noneducational benefits.
- **No Guarantee That Savings Will Cover Education Expenses** – There is no guarantee that a Client's savings will cover future higher education expenses, even if the Client maximizes their total allowable savings in their my529 Account. In addition, there is no guarantee that historical trends used to project future costs of college will be accurate predictors of future cost growth.

## C. Material Risks of Securities and Account Types

The following risks of the securities and account types in connection with SavvyFi's Services may not be all-inclusive but should be considered carefully by a prospective Client before retaining Savvy Financial's Services. These risks are in addition to, and do not exclude or supersede, the risks presented in my529 Plan's *Program Description*.

- **No Guarantee of Principal or Earnings** – The value of a Client's my529 Account(s) may increase or decrease over time for a variety of reasons outside of SavvyFi's control. SavvyFi does not guarantee earnings or maintenance of the value of a Client's principal (contributions).

The underlying my529 Accounts are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other federal or state government agency.

- **Municipal Fund Securities** – When a Client contributes to their my529 Account, the Client's contributions will be invested in municipal fund securities (MFS). Although money contributed to a Client's my529 Account will be invested in portfolios that hold mutual funds, investment in the portfolios is not a direct investment in shares of any mutual fund. The MFSs that Clients will be invested in as part of the Investment Plan are not registered with the SEC or any state agencies.
- **Limited Liquidity** – Once a Client opens a my529 Account for their Student, the circumstances under which funds may be withdrawn without federal and state tax liability are limited.
- **Changes to my529 Plan** – 529 Plans and their underlying investments are subject to changes, including but not limited to the 529 Plan fees and expenses, availability of certain MFSs, changes in the program managers, and changes in underlying investment(s) of an MFS. These changes may occur automatically and may affect a Client's Investment Plan.
- **Age-Based Option** - While Age-Based Option automatically allocates based on the Student's age, the principal value of the Client's investments in the underlying MFSs is not guaranteed. SavvyFi cannot offer any assurance that the allocations of Age-Based Option will maximize returns, minimize risk, or be the appropriate allocation in all circumstances for every investor who has a particular time horizon or risk tolerance.
- **Technology Risks** – Clients, SavvyFi, and my529 Plan and its associated persons may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to SavvyFi's Online Software. In addition, it is possible that SavvyFi's Online Software may not perform exactly as intended or as disclosed on SavvyFi's Site.
- **Missed Tax Advantage** – The state in which the Client or Client's Beneficiary pays taxes or lives may offer a 529 plan that provides state tax or other benefits, such as financial aid, scholarship funds, and protection from creditors, not otherwise available to a Client by investing in the my529 Plan. Client's should consider such benefits, if any, before investing in my529 Plan.

## Item 9: Disciplinary Information

Like all investment advisers registered with the SEC, Savvy Financial is required to disclose any disciplinary event that might be material to any Client's or prospective Client's evaluation of SavvyFi's advisory business or the integrity of SavvyFi's management.

Savvy Financial has no disciplinary events to report to any Client. This statement applies to both Savvy Financial and its employees.

## Item 10: Other Financial Industry Activities and Affiliations

Savvy Financial and its management persons currently have no other relationships, affiliations, or arrangements with broker-dealers, investment advisers, commodity trading organizations, or



investment companies other than expressly stated in this Brochure. Any relationships with financial institutions expressly stated in this Brochure are necessary to carry out Savvy Financial's Services; however, SavvyFi is not being separately compensated for directing Clients to those financial institutions.

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

### A. Description of Code of Ethics

Savvy Financial's paramount ethical, professional, and legal duty is to act at all times as a fiduciary to its Clients and to conduct its relationships with Clients in an open, honest, and trustworthy manner. Savvy Financial has adopted a Code of Ethics, which is designed to ensure that SavvyFi and its supervised persons meet their fiduciary obligation to Clients and live up to the ideals of the organization.

The Code of Ethics includes policies, procedures, and ideals pertaining to SavvyFi's protection of material nonpublic information, oversight of personal securities trading, guidance on oversight and open communication of ethical risks within the organization, and promotion of SavvyFi's Code of Ethics to its employees.

SavvyFi's Code of Ethics was designed and adopted pursuant to SEC rule 204A-1 and will be provided to Clients upon request. Clients should send Code of Ethics requests to [help@sawvyfi.co](mailto:help@sawvyfi.co).

### B. Material Financial Interests in Recommended Securities

Savvy Financial and its related persons do not have a material interest in the securities recommended through SavvyFi's Services. As such, SavvyFi has no material conflicts of interest to disclose.

### C. Investments in Same Recommended Securities

Savvy Financial and its related persons may invest in the same 529 Plan and investment option as recommended to Clients through SavvyFi's Services. Based on the structural characteristics of the MFSS that are included in the my529 Plan, SavvyFi does not anticipate that this will create a conflict of interest between SavvyFi and its Clients.

### D. Same-Time Investments in Same Recommended Securities

Savvy Financial and its related persons may invest in the same 529 Plan and investment option, at similar timeframes, as recommended to Clients through SavvyFi's Services. Based on the structural characteristics of MFSS, SavvyFi does not anticipate that this will create a conflict of interest between SavvyFi and its Clients.

## Item 12: Brokerage Practices

### A. Broker-Dealer Selection

Savvy Financial does not directly select or recommend any specific broker-dealer other than through recommending my529 Plan and its associated broker-dealer ("Broker-Dealer"). The Broker-Dealer's

compensation is not determined by SavvyFi and is included in the separate annualized fee charged by my529 Plan.

i. **Research and Other Soft Dollar Benefits**

Savvy Financial does not receive any research or other products or services from a broker-dealer or a third party in connection with a Client's securities transactions. SavvyFi does not have any material conflicts of interest to disclose.

ii. **Brokerage for Client Referrals**

Savvy Financial's client referral program is outlined in Item 14.B. SavvyFi could have a material conflict of interest because Clients who refer other Clients will receive benefits that other Clients will not receive.

iii. **Directed Brokerage**

Savvy Financial does not permit Clients to direct SavvyFi to execute transactions through a specified broker-dealer. SavvyFi does not have any material conflicts of interest to disclose.

**B. Aggregation of Client Purchases or Sales of Securities**

Savvy Financial does not transact the purchases or sale of securities beyond 529 Plan transactions. Therefore, SavvyFi does not aggregate Clients' purchases or sales of securities.

## **Item 13: Review of Client Accounts**

**A. Frequency of Client Account Reviews**

Savvy Financial reviews its Clients' accounts and Investment Plans digitally and automatically on a daily basis through its automated investment advisory platform. SavvyFi provides all Clients with continuous access to reports through the Online Software. The reports are in the form of a graphical visualization and include current total savings and projected future savings relative to college cost benchmarks. The output of the Online Software is tested and reviewed annually by SavvyFi's CCO, Jeffrey Hull.

**B. Factors That Trigger Client Account Reviews**

As new college cost data is released for the academic year, SavvyFi updates its college cost projection algorithm, which automatically updates the Investment Plans for all Clients. As new data on underlying fund returns are released, SavvyFi evaluates its projected returns algorithm, making any appropriate adjustments, which automatically updates the Investment Plans for all Clients. Other than updates to SavvyFi's aforementioned algorithms, Clients' accounts are updated daily with accessible information.

**C. Client Account Reports**

Savvy Financial reports the Client's total current savings, projected future savings, and college cost benchmarks each time the Client logs into their SavvyFi Account through the Online Software. Because Savvy Financial is an internet-based investment adviser, Clients must acknowledge and agree to receive any and all account information and documents through Savvy Financial's Site and electronic communications.

Reports and statements from my529 Plan may also be sent electronically or in writing. These reports may include quarterly statements of contributions, withdrawals, investment exchanges, automatic transfers of account assets, and the total value of the account at the end of the applicable time period. These reports and statements are separate from SavvyFi's reports, and Client inquiries about the separate reports and statements from my529 Plan should be directed to my529 Plan.

## Item 14: Client Referrals and Other Compensation

### A. Non-Client Economic Benefits

Savvy Financial receives compensation from third parties by administering the Gift Feature through the Online Software. SavvyFi assesses a flat fee of up to \$2.00 to the third-party gift giver ("Gift Fee"), who may or may not also be a Client of SavvyFi, for each gift transfer into the receiving Client's my529 Account(s).

While the Gift Feature is available through the Online Software only to Clients, the compensation from the Gift Feature is not specifically related to the Client's Investment Plan and comes from the third-party gift giver rather than from the Client. Savvy Financial does not anticipate that the Gift Feature will create a conflict of interest between SavvyFi and its Clients.

Savvy Financial reserves the right, in its sole discretion, to negotiate, reduce, or waive the Gift Fee for certain Clients' accounts for any period of time determined solely by Savvy Financial. In addition, Savvy Financial may reduce or waive its Gift Fee for the account of some Clients without notice to, or fee adjustment for, other Clients' accounts. The actual Gift Fee charged to gifts into a Client's account will be specified in each individual Client's Client Agreement.

### B. Compensation for Client Referrals

Savvy Financial may also pay pre-determined fees to third parties for directing new Clients to SavvyFi, which may be in the form of paid advertising on social media websites, search engines, and bloggers. This creates an incentive for advertising vendors and bloggers to refer prospective Clients to SavvyFi, even if they would have otherwise not made the referral. A conflict of interest could arise between Clients and the Clients they refer due to the benefit that the referring Clients might receive.

SavvyFi monitors the referral activities of current Clients and third parties to ensure they operate pursuant to SEC rule 206(4)-3.

## Item 15: Custody

Savvy Financial does directly draft Client accounts for advisory fees; otherwise, SavvyFi does not have custody of its Clients' funds or securities. Account statements may be delivered to the Client, electronically or in paper form, by my529 Plan or its qualified custodian ("Qualified Custodian"), who may have custody of the Client's funds or securities. Any statements from my529 Plan or its Qualified Custodian are separate from any statements that may be delivered electronically by SavvyFi and should be reviewed carefully. SavvyFi will not deliver any statements from my529 Plan or its Qualified Custodian, and all associated inquiries should be directed to my529 Plan.

## Item 16: Investment Discretion

Savvy Financial has discretionary authority to manage securities on behalf of Clients. This discretionary authority will be in line with the Client Agreements, which dictates how Clients' 529 Account(s) will be managed according to investment horizon goals. On average, 529 Accounts will be invested in age-based portfolios. SavvyFi creates Investment Plans based on investment horizon goals and other information provided to SavvyFi through SavvyFi's Online Software. Savvy Financial's Clients decide when and how to invest by making requests for one-time contributions, scheduling recurring contributions, and receiving gift contributions through SavvyFi's Online Software. Savvy Financial facilitates the Client's investment decisions through initiating fund transfers to the my529 Account.

## Item 17: Voting Client Securities

Savvy Financial does not have, nor will it accept, authority to vote client securities. Clients will receive any proxies or other solicitations directly from my529 Plan, its program manager, its investment manager, or other associated persons of my529 Plan. Savvy Financial will not deliver proxies to its Clients, and all inquiries about any particular solicitation should be directed to my529 Plan.

## Item 18: Financial Information

### A. Prepayment of Client Fees

Savvy Financial does not accept pre-payment of client fees; therefore, SavvyFi is not required to include any further information for Item 18A.

### B. Discretionary Authority or Custody of Client Funds or Securities

Savvy Financial does have discretionary authority; however, it does not have custody of client funds or securities, nor does it require or solicit prepayment of Client fees. Therefore, SavvyFi is not required to include any further information for Item 18B.

### C. Bankruptcy Petition

Savvy Financial has not been the subject of a bankruptcy petition at any time during the past ten years.

### D. Loans and Advances

Paycheck Protection Program (PPP) loans were created under the CARES Act to help small businesses affected by the COVID-19 crisis cover their short-term operating expenses and provide incentives to retain employees. To assist with payroll, SavvyFi received a \$22,558 USD two (2) year loan, which in compliance with PPP, is expected to be a completely forgivable loan.



Form ADV Part 2B:  
Client Brochure Supplement  
May 19, 2020

Savvy Financial, Inc.

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Jeffrey Hull, Owner / CCO  
Stephen Cretin Jr., Owner

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This brochure supplement provides information about the above individuals that supplements Savvy Financial's Brochure. You should have received a copy of that Brochure. Please contact [help@savvyfi.co](mailto:help@savvyfi.co) if you did not receive Savvy Financial's Brochure or if you have questions about the contents of this supplement.

Contact information is available upon request at [help@savvyfi.co](mailto:help@savvyfi.co).

Additional information about Jeffrey Hull is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2: Educational Background and Business Experience

Jeffrey Hull, Born 1987

### Education

BS, University of Texas: Architectural Engineering; 2009

MS, University of Texas: Structural Engineering; 2012

MBA, Vanderbilt University, 2017

### Business Background

2018 – Present, CEO, Savvy Financial, Investment related

2016 – 2017, Associate, Nashville Capital Network

2012 – 2015, Senior Associate, Nelson Forensics

## Item 3: Disciplinary Information

Registered investment advisers are required to disclose in their Disclosure Brochures all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the advisory representative. Mr. Hull has no such material events to disclose.

## Item 4: Other Business Activities

### A. Investment Related

Jeffrey Hull has no other business activities to report.

### B. Non-Investment-Related Activities

In addition to his role with SavvyFi, Mr. Hull is engaged, passively, in real estate business activities. Mr. Hull's real estate activity does not currently involve clients of SavvyFi; however, given the fact that SavvyFi is an online 529 Plan advisor, there is the possibility for crossover business without his knowledge.

These activities do not provide a substantial source of Mr. Hull's income and do not involve a substantial amount of Mr. Hull's time.

## Item 5: Additional Compensation

Mr. Hull's compensation is received as 75% owner of Savvy Financial, Inc. ("SavvyFi"). Mr. Hull's compensation will take into account the profitability of SavvyFi and, as a result, will take into account the fees and other income received over time by SavvyFi in connection with the service by SavvyFi to Clients and may also take into account income earned by partnerships of SavvyFi in connection with services provided to SavvyFi's Clients. As a result, Mr. Hull has a financial incentive to promote SavvyFi's services over services provided by unaffiliated service providers.

## Item 6: Supervision

Savvy Financial has established policies and procedures (the "Compliance Manual") to govern the activities of all supervised persons, including Mr. Cretin. Additionally, all SavvyFi supervised persons engaged in investment advisory activities, including Mr. Cretin, are subject to SavvyFi's Code of Ethics that establishes policies and procedure to address potential conflicts of interest that may arise in

connection with the provision of investment advisory services to Clients. Additional information concerning SavvyFi's Code of Ethics is contained in the Savvy Financial Disclosure Brochure.

Jeffrey Hull serves as the Chief Executive Officer and Chief Compliance Officer of Savvy Financial and, as such, is not subject to additional supervision.

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## Item 2: Educational Background and Business Experience

Stephen Cretin Jr, Born 1972

### Education

BS, Belmont University; Psychology; 1996

### Business Background

2018 – Present, Founder, Savvy Financial, Investment related

2017 – 2018, Managing Director; Three Seasons Capital; Investment related

2013 – 2018, CEO; Triggermaster, LLC (AKA Motuspro, Inc.)

2010 – 2014, Partner; Sunshine International Corp

## Item 3: Disciplinary Information

Registered investment advisers are required to disclose in their Disclosure Brochures all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the advisory representative. Mr. Cretin has no such material events to disclose.

## Item 4: Other Business Activities

### A. Investment Related

Stephen Cretin has no other business activities to report.

### B. Non-Investment-Related Activities

In addition to his role with SavvyFi, Mr. Cretin is engaged, actively, in outside business activities. Mr. Cretin serves as Board member of TriggerMaster LLC. Mr. Cretin's activity does not involve clients of SavvyFi.

These activities do not provide a substantial source of Mr. Cretin's income and do not involve a substantial amount of Mr. Cretin's time.

## Item 5: Additional Compensation

Mr. Cretin's compensation is received as 25% owner of Savvy Financial Inc ("SavvyFi") Mr. Cretin's compensation will take into account the profitability of SavvyFi and, as a result, will take into account the fees and other income received over time by SavvyFi in connection with the service by SavvyFi to Clients and may also take into account income earned by partnerships of SavvyFi in connection with

services provided to SavvyFi's Clients. As a result, Mr. Cretin has a financial incentive to promote SavvyFi's services over services provided by unaffiliated service providers.

## Item 6: Supervision

Savvy Financial has established policies and procedures (the "Compliance Manual") to govern the activities of all supervised persons, including Mr. Cretin. Additionally, all SavvyFi supervised persons engaged in investment advisory activities, including Mr. Cretin, are subject to SavvyFi's Code of Ethics that establishes policies and procedure to address potential conflicts of interest that may arise in connection with the provision of investment advisory services to Clients. Additional information concerning SavvyFi's Code of Ethics is contained in the Savvy Financial Disclosure Brochure.

Jeffrey Hull serves as the Chief Compliance Officer of Savvy Financial and, as such, Stephen Cretin's activities are supervised by Jeffrey Hull.