

SmartAsset

Part 2A of Form ADV

Firm Brochure

122 East 42nd St
Suite 4300
NY, NY 10168
www.smartasset.com

March 22, 2022

This brochure provides information about the qualifications and business practices of SmartAsset. If you have any questions about the contents of this brochure, please contact us at compliance@smartasset.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about SmartAsset is also available on the SEC's website at: www.adviserinfo.sec.gov.

Item 2 Material Changes

This Brochure, dated March 22, 2022 was prepared in accordance with the SEC disclosure requirements. This update contains enhanced disclosure in the following areas:

- Item 4 (Advisory Business)
- Item 5 (Fees and Compensation)
- Item 8 (Methods of Analysis, Investment Strategies and Risk of Loss)

Item 3 Table of Contents

Item 2 Material Changes	2
Item 3 Table of Contents	3
Item 4 Advisory Business.....	4
Item 5 Fees and Compensation.....	4
Item 6 Performance Based Fees and Side-by-Side Management.....	5
Item 7 Types of Clients	5
Item 8 Methods of Analysis, Investment Strategies and Risk of Loss	5
Item 9 Disciplinary Information	7
Item 10 Other Financial Industry Activities and Affiliations.....	7
Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	7
Item 12 Brokerage Practices.....	8
Item 13 Review of Accounts	8
Item 14 Client Referrals and Other Compensation	8
Item 15 Custody	8
Item 16 Investment Discretion	8
Item 17 Voting Client Securities	8
Item 18 Financial Information.....	9

Item 4 Advisory Business

Financial Insight Technology Inc. was founded in 2010 by Michael Carvin, CEO and Phillip Camilleri, Co-Founder. SmartAsset Advisors LLC “SmartAsset”, is a wholly owned subsidiary of Financial Insight Technology, Inc., and been a registered investment adviser with the U.S. Securities & Exchange Commission since April 2020. SmartAsset’s advisory business is limited to providing individuals (each referred to as a “User”) with an interactive, online platform at www.smartasset.com that utilizes a questionnaire and proprietary rules-based modeling to refer a User to at least one and up to three investment advisers or an investment adviser representative at an investment adviser (“RIA/IARs” or “Adviser”) that have elected to participate in our matching platform (“Service”). It is solely the responsibility of the User to determine whether to meet with and/or retain an Adviser. We do not review the ongoing performance of any RIA/IAR, participate in the management of any User’s account by an RIA/IAR or provide advice regarding specific investments. We also do not establish advisory accounts or manage any client assets. The Adviser is responsible for determining and implementing specific investment strategies for the User.

The Service is not a recommendation of any specific investments or any investment strategy. It is the responsibility of the User and the Adviser to determine what types of investments are suitable. Any tax, estate planning, accounting, legal or other advice or services other than as described in this document are beyond the scope of the Service, and SmartAsset makes no representation regarding the Adviser’s ability to perform any of those other services.

Except for the certain clerical functions performed by SmartAsset’s Concierge Service (such as verification of a User, scheduling appointments and appointment follow-up communications), SmartAsset provides investment resources solely through its interactive website. SmartAsset does not meet with Users at its offices.

SmartAsset does not manage any assets. As of December 31 2021, SmartAsset managed \$0 on behalf of any clients.

Item 5 Fees and Compensation

SmartAsset does not charge any fees to Users for the Service. If a User decides to hire an Adviser referred by the Service, you will pay fees to that Adviser based on the services it provides to you and the terms and conditions of any investment management and advisory agreements between you and the Adviser. Users may also incur certain fees or charges imposed by third parties, independent from SmartAsset, in connection with their investments.

In consideration for the Service and once a User is verified by SmartAsset, SmartAsset will receive a referral fee from the RIAs/IARs to whom the User was matched based on SmartAsset’s Terms and Conditions agreement between SmartAsset and the RIA/IAR. The referral fees, which are flat fees and tiered based on the User’s reported assets, are paid by the RIAs/IARs per referral, whether

or not the User engages any RIA/IAR to whom the User was referred. In some cases, SmartAsset will receive a portion of the ongoing RIA/IAR management fee (which might be an assets under management fee or might be another type of revenue-sharing arrangement). Additionally, in some cases SmartAsset will receive a fixed fee based on the amount of investable assets a User transfers to a referred RIA/IAR. All of the fee arrangements are mutually agreed upon between SmartAsset and the RIAs/IARs. In general, the RIAs/IARs are not affiliated with SmartAsset. However, certain RIAs/IARs to whom SmartAsset makes referrals are minority investors in SmartAsset's parent company. RIAs/IARs that are minority investors in SmartAsset's parent company participate in the SmartAsset referral program on the same terms as other RIAs/IARs.

RIAs/IARs may pay SmartAsset different levels of fees based upon, among other factors, the fee arrangement with each RIA/IAR and whether SmartAsset transfers a client directly to an RIA/IAR via telephone. RIAs/IARs may also have different targeted budgets for lead generations with SmartAsset which will impact the number of potential matches that an RIA/IAR receives. This creates a potential conflict of interest for SmartAsset as SmartAsset could have an incentive to refer clients to RIAs/IARs that pay higher levels of fees and/or have larger lead generation budgets. SmartAsset has taken steps to mitigate this conflict of interest, including policies that prevent SmartAsset employees who make referrals from having access to the RIAs/IARs fee schedules and designing its proprietary rules-based modeling to avoid favoring RIAs/IARs that pay higher levels of fees. In addition, Users will receive a disclosure statement that describes the relationship between SmartAsset and each RIA/IAR with whom the User was matched and the fact that compensation is paid to SmartAsset.

Compensation

SmartAsset has designed compensation programs for certain SmartAsset representatives to include, in addition to base salaries, incentive compensation for transferring a client directly to an RIA/IAR via telephone. In addition, certain SmartAsset representatives receive incentive compensation for successfully adding and maintaining eligible IARs/RIAs on the SmartAsset Platform.

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

SmartAsset does not charge any performance fees as it does not manage any assets.

Item 7 Types of Clients

SmartAsset primarily provides investment advisory services to individuals and high net worth individuals. There is no fee or minimum level of wealth to use the SmartAsset platform.

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

SmartAsset does not manage User assets. SmartAsset has developed a questionnaire and utilizes proprietary rules-based modeling to pair a User to potential RIAs/IARs. Once the User's questionnaire responses have been gathered, SmartAsset matches them against its database of advisers based on a limited set of criteria including the location of the adviser relative to the User, the willingness of an adviser to manage the User's stated level of assets, whether the User is

comfortable working with an RIA/IAR on a remote basis and the adviser's available budget for purchasing new leads. There will be occasions when the universe of potential adviser matches is limited because of available adviser budget and certain Advisers may be included as matches more often because of larger budgets. The data gathered from the User as part of the matching process is provided to the Adviser Matches to assist them in understanding the User's financial goals and potential requirements for working with an RIA/IAR.

SmartAsset screens RIAs/IARs that seek to join SmartAsset's platform. In determining who to admit to the SmartAsset's platform, we conduct due diligence reviews of all RIA/IAR applicants. In these due diligence reviews, SmartAsset verifies the identity of all RIAs/IARs on the platform with independent email verification and documentary evidence of their identity. Additionally, we verify the Adviser's registration status as an investment adviser. Further, SmartAsset considers all RIA/IAR applicants, regulatory history, professional credentials, and conducts a qualitative red-flag assessment. **SmartAsset does not review or consider an RIA/IAR's investment strategies, investment performance or any other aspect of the RIA/IAR's investment advice in the due diligence process.** To be accepted onto SmartAsset's platform, RIAs/IARs must meet SmartAsset's initial due diligence criteria. RIAs/IARs that are accepted onto SmartAsset's platform are also required to enter into SmartAsset's Terms and Conditions agreement. RIAs/IARs must complete this process prior to being included as a potential match for any User.

After the initial onboarding review, SmartAsset conducts regular reviews of the regulatory history and registration status of the Advisers on the platform. SmartAsset may modify or waive criteria for Advisers on a case-by-case basis. Additionally, SmartAsset may, without notice, change the eligibility criteria for Advisers participating on the SmartAsset Platform. Notwithstanding the eligibility criteria described above, SmartAsset retains discretion with respect to which Advisers may access the SmartAsset Platform.

Users visiting www.smartasset.com or www.smartadvisormatch.com will be offered access to the interactive platform, whereby based on the User's input, the User will see at least one and up three potential RIA/IAR matches presented by SmartAsset. SmartAsset will contact the User to verify their interest in being connected to one or more of the RIA/IAR matches that was presented. If SmartAsset is unable to contact the User, SmartAsset will validate the User by reconciling the name the User provided to the Whitepages results for the phone number provided by the User.

During the verification process and upon User request, SmartAsset may further tailor User recommendations based on further input from the User gained from Concierge Services. In some instances, based upon additional consumer driven criteria provided during the verification of a User, or 90 days after their last match validation, the User may be eligible to be rematched to other RIAs/IARs based upon prior form inputs, updated form inputs or upon providing additional consumer driven preferences. Upon verification, SmartAsset will connect the User to one or more of the RIAs/IARs selected. Alternatively, SmartAsset may offer to connect a User directly to the RIA/IAR via telephone if the functionality has been setup between SmartAsset and the RIA/IAR to do so.

Prior to engaging SmartAsset for services, each User must complete the online questionnaire and agree to the terms of use. Information that each User provides us about their annual income, net worth, investment knowledge, and other nonpublic information about their account(s) will be shared by SmartAsset with any RIA/IAR to whom we refer you. At the time the matches are presented, SmartAsset will provide an electronic link to each RIA's Form ADV 2A – Firm Brochure. Users are encouraged to read the RIA's Firm Brochure for the matches presented.

Past performance of any RIA/IAR is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each User should understand and be willing to bear. Users are reminded to discuss these risks with the RIA/IAR they select to be their adviser, if applicable. Users should obtain risk disclosures from any RIA/IAR in which they conduct business and fully understand the risks of investing.

RIA's/IAR's, including SmartAsset, face certain operational and technology risk. An externally caused information security incident, such as a cyber-attack, or an internally caused incident, such as failure to control access to key systems, could materially interrupt business operations or cause disclosure of sensitive information. SmartAsset has adopted an information security program to address and respond to these areas of risk.

Item 9 Disciplinary Information

SmartAsset and its employees have not been involved in any legal or disciplinary events in the past 10 years that would be material to a client's evaluation of the company or its personnel.

SmartAsset encourages Users to perform their own due diligence on any RIA/IAR with whom Users partner. SmartAsset's registration information, and those of the RIA/IAR referrals SmartAsset provides, can be found at <https://www.adviserinfo.sec.gov/>.

Item 10 Other Financial Industry Activities and Affiliations

A number of the RIA/IARs that participate in SmartAsset's matching platform, and receive referrals of Users, are affiliates of Focus Financial Partners LLC ("Focus"). Focus is an investor in SmartAsset's parent company (Financial Insight Technology Inc.) and has the right to appoint a member of Financial Insight Technology Inc.'s Board of Directors. Focus also has a nonvoting observer who is allowed to attend meetings of our Board. This creates a potential conflict of interest for SmartAsset as SmartAsset would have an incentive to refer clients to Focus. SmartAsset has taken steps to mitigate this conflict of interest by designing its proprietary rules-based modeling to ensure that SmartAsset does not favor any RIA/IAR over another in the matching process.

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

SmartAsset has adopted a written code of ethics that is applicable to all employees that defines our fiduciary commitment to each User. Among other things, the code of ethics provides ethical

guidelines and mitigation of conflicts of interests regarding SmartAsset's duties to its Users. Procedures have been adopted to ensure compliance with the provisions of the code of ethics, including pre-approval or prohibition of certain personal securities transactions, annual affirmations of compliance, and reviews of holdings and transactions. The code of ethics is predicated on the belief that SmartAsset's Users shall be treated with honesty and good faith, and that SmartAsset shall put the interests of its Users ahead of its employees and principals, particularly where SmartAsset's interests conflict with those of its Users. A copy of SmartAsset's code of ethics is available on request by contacting SmartAsset via the website at www.smartasset.com or compliance@smartasset.com.

SmartAsset also recommends that Users obtain and review the code of ethics of any RIA/IAR the User engages for products or services.

Item 12 Brokerage Practices

SmartAsset does not select or recommend broker dealers or custodians. However, SmartAsset does recommend RIAs/IARs, which may recommend these providers as a part of the User's relationship with that RIA/IAR. SmartAsset encourages Users to discuss brokerage practices with the RIAs/IARs they engage.

Item 13 Review of Accounts

As SmartAsset does not manage any assets, there are no accounts requiring review.

Item 14 Client Referrals and Other Compensation

SmartAsset is compensated by the RIAs/IARs as discussed in Item 5. Each RIA/IAR enters into SmartAsset's Terms and Conditions agreement outlining compensation to be paid to SmartAsset for the referrals to the RIAs/IARs.

Item 15 Custody

SmartAsset does not accept or maintain any User accounts. Therefore, SmartAsset does not have custody of any client assets.

Item 16 Investment Discretion

SmartAsset does not manage User assets. Therefore, it does not exercise any investment decision.

Item 17 Voting Client Securities

SmartAsset does not manage User assets and does not accept proxy voting authority for any User. Additionally, SmartAsset will not provide advice regarding proxy solicitations. SmartAsset does not participate in class actions on behalf of Users.

SmartAsset encourages Users to discuss proxy voting and class action policies and procedures with the RIA/IAR they engage.

Item 18 Financial Information

SmartAsset does not charge Users to use its online platform nor does it charge Users a fee of any kind. SmartAsset has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to meet its obligations to Users.