



# SavvyFi

Form ADV Part 2A:  
Client Brochure  
December 31, 2021

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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) or 615-241-0144. 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 Savvy Financial, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Material Changes

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### What is in this Current Brochure

This is Savvy Financial, Inc.'s update filing of the Form ADV Part 2. This Brochure, dated as of December 31, 2021, is the amended filing of Form ADV Part 2 for Savvy Financial, Inc.

The amendment in this Brochure includes the following:

- Throughout this Disclosure Brochure, there is an updated definition of the custodian to provide a better understanding of the custodian and the record keeper for the Clients' accounts.
- [Advisory Business](#) – We provide disclosure of the firm's promissory note offering, which was not previously disclosed.
- [Fees and Compensation](#) – There is an annual updated disclosure of assets under management, as well of any updated disclosure of the sources of compensation.
- [Other Financial Industry Activities and Affiliations](#) – We provide a disclosure to prior offerings of convertible promissory note, which had been absent from prior disclosure updates.
- [Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading](#) – There is an updated disclosure of conflict of interest for convertible promissory note holders.
- [Financial Information](#) – We provide an updated disclosure of the firm's financial conditions.

### How to Obtain a Current Brochure

If you would like a copy of this Disclosure Brochure, please download it from the SEC's public disclosure website (IAPD) [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov), or you may contact us [help@savvyfi.co](mailto:help@savvyfi.co).

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## Advisory Business

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### General Description of the Company

Savvy Financial, Inc. ("Savvy Financial" or "SavvyFi"), a multi-state investment adviser registered with the Securities and Exchange Commission (SEC), was founded in August of 2018. SavvyFi 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.

### Description of Advisory Services Offered

#### *529 Plan Services*

SavvyFi's objective is to help its Clients ("Clients") plan for their Beneficiary's ("Beneficiary" or "Student") anticipated qualified education expenses by using algorithms to forecast investment returns and, if applicable, college cost growth based on the Beneficiary'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 qualified education savings goal.

SavvyFi's advisory services ("Services") are limited to providing advice to Clients that are saving, or intend to save, for college or existing student debt with a 529 Education Savings Plan ("529 Plan"). Although SavvyFi's algorithms are focused on college cost savings, SavvyFi's 529 Plan services include all qualified education expenses. Clients who opt to use our program for K-12 education expenses and/or student loan repayment will be subject to the college saving Enrollment Date algorithms. As a result, the algorithms will use the Beneficiary's age as the basis for investing, which may not meet the Clients' particular investment objective.

Clients will include individuals and employers who add SavvyFi's 529 Plan software offering to their benefit plan. The scope of SavvyFi's Services does not include advice on 529 Prepaid Plans or any other education savings vehicles.

SavvyFi's Services generally include the following:

- Assistance with 529 account setup;
- If applicable, projection of future average net price for four-year in-state and private colleges in the United States;
- Tracking and projection of the Client's future savings based on past and anticipated future savings rates.

As a digital investment adviser, SavvyFi 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 SavvyFi 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. SavvyFi's Clients also receive access to a cashback rewards feature ("Cashback Rewards Feature"), provided by a third-party vendor, which allows clients to receive cash back when shopping at participating merchants.

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

SavvyFi chooses the Provider and Program Manager that will be used for the Client's 529 Plan accounts.

The current 529 Plan Provider is the State-of-Utah-based *my529 Plan*, and the standard recommended investment option within that plan is Vanguard's Enrollment Date investment options ("Enrollment Date 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 529 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 SavvyFi full power and authority (discretionary authority) to enter into and perform the terms and conditions of Provider's account agreement in a fiduciary capacity on behalf of the Client. The Client agrees to provide SavvyFi discretionary authority over the 529 Plan accounts established. This includes the ability to invest in certain securities or types of securities or create our own investment models. The investments recommended by SavvyFi are part of the overall investment plan ("Investment Plan") for the Client.

SavvyFi's Services are limited to advice on 529 Plans, specifically enrollment date investment options. Investing in a 529 plan may offer the Client special tax benefits. These benefits vary depending on the state and the 529 plan. 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 may wish to consider whether their or their Beneficiary's home state provides its taxpayers with favorable state tax or other benefits that may only be available through investment in their home state's 529 plan.

### *Promissory Note*

In addition to the investment advisory services offered for 529 Plan clients, SavvyFi has offered convertible promissory notes ("note") to *qualified investors\**, the proceeds of which were used for firm development, technology, and staff wages. Neither the Client's technology fee nor the custodian services fees are increased or decreased by any note offering. This presents a conflict of interest and gives us an incentive to recommend the note investment based on the proceeds received, rather than on a client's needs. *There are currently no open promissory note offerings.*

*\*Qualified Investors (aka [Accredited Investor](#)) in the United States is a person or applicable entity that meets certain financial or sophistication criteria that should, in most cases, allow such an investor to absorb or anticipate a complete loss related to an investment.*

**SavvyFi does not provide tax or legal advice; the Client is encouraged to seek a tax or legal professional.** SavvyFi 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. Further, SavvyFi does not represent that its Services are based on a comprehensive evaluation of all education savings options relative to the Client's specific financial profile and circumstances.

### [Wrap Fee Program](#)

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

### [Supervision and Management of Client Assets](#)

SavvyFi has approximately \$218,269 in supervised and/or managed assets as of the date of this Brochure. SavvyFi manages assets on a discretionary basis.

## [Fees and Compensation](#)

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### [Compensation for Advisory Services](#)

#### *Employer Related Accounts*

SavvyFi establishes arrangements with individual companies and educational organizations to offer 529 Plans as part of the benefit package offering. Fee arrangements between SavvyFi and other firms

(the “employer”) are negotiated by separate contract. Any variation of the fee arrangement is due to specific requests and/or requirements of individual employers.

Typically, when clients sign up for SavvyFi’s Services through their employer, SavvyFi is compensated for its Services by the Client’s employer based on the contract in place. Fees are taken at the first of each month once the account has been active for thirty (30) days or more. Any account opened outside of the employer will be associated with a separate Client Agreement.

SavvyFi’s Fee is separate from the annualized fees and expenses of the Custodian’s 529 Plan, which may include underlying administrative, investment management, program management, and fund fees.

529 Plan’s fees are deducted directly from the Client’s 529 Account; therefore, indirectly affect the Client’s portfolio performance. Clients should review the Custodian’s Record Keeper’s 529 Program Description prior to entering into this Agreement.

### *Individual Accounts*

SavvyFi is compensated for its Services in connection with the Client’s 529 Plan account(s) by charging a monthly fee of up to \$6 per account. Fees are taken at the first of each month once the account has been active for thirty (30) days or more. SavvyFi’s Fee is separate from the annualized fees and expenses of the Record Keeper and the Custodian, which may include underlying administrative, investment management, program management, and fund fees (see “Other Fees and Expenses Incurred by Client” in this item, “Fees and Compensation” for additional information).

SavvyFi reserves the right, in its sole discretion, to negotiate, reduce, or waive the Fee for certain accounts for any period determined solely by SavvyFi. In addition, SavvyFi may grandfather, 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 Record Keeper and the Custodian’s fees range from 14 basis points (0.14%) to 16 basis points (0.16%). The fees and expenses of the Record Keeper and the Custodian can be found in their explanation of fees or 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 SavvyFi may be available from other sources at lower costs.

The summary of fees is broken down as follows:

- **Employer related Accounts:** These fees are based on contract. The fees are paid by the employer or the employee, or the fees are split between the employer and employee.
- **Individual Accounts:** All client accounts will be assessed a flat fee of up to \$6. Some accounts may be grandfathered or assessed lower fees based on individual contracts.
- **All Accounts:**
  - **Record Keeper and Custodian Fee:** Between 0.14% and 0.16% annual fee (or as specified in the most recent Record Keeper’s Fee Disclosure if different) billed by the Record Keeper – This fee is deducted directly from the Client’s account(s), therefore, indirectly affects the Client’s portfolio performance.

## Billing of Fees Incurred by Client

### *Employer Related Accounts*

SavvyFi's Online Software fees incurred by the Client in connection with SavvyFi's Services are paid through the employer. This fee arrangement is only in place when the employee signs up for SavvyFi's services through the Client's employer. SavvyFi does not offer any other method of fee billing or fee collection to Clients and does not deduct fees directly from Client's 529 Account.

Depending on the employer, some employee-paid fee accounts may be treated as Individual Accounts (see below).

### *Individual Accounts*

Fees incurred by the Client in connection with SavvyFi's Services will be taken the first of each month once the account has been active for thirty (30) days or more. Fees will be automatically deducted from the bank account linked to SavvyFi's Online Platform.

### Other Fees and Expenses Incurred by Client

SavvyFi's Fee is separate from the fees and expenses of the Record Keeper and the Custodian. The separate fees and expenses of the Record Keeper and the Custodian ("Plan Fees") are charged through an 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, annualized Plan Fees for the Enrollment Date Option range from 14 basis points (0.14%) to 16 basis points (0.16%) of assets in the Account(s). Plan Fees are deducted directly from the Client's Account(s), therefore, indirectly affect the Client's portfolio performance. Clients should refer to "Brokerage Practices" in this Brochure for more information on brokerage and transaction costs.

### Advanced Payment of Fees

SavvyFi does not accept advanced payment of Fees.

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

SavvyFi, 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 the Record Keeper or the Custodian in which the Client invests.

SavvyFi offered convertible promissory notes ("notes") to *qualified investors*; the offering is now closed. The proceeds received from the notes were used for firm development, technology, and staff wages. Only clients who participated in the offering are affected by this. Neither the Client's technology fee nor the custodian services fees are increased or decreased by any note offering. This presents a conflict of interest and gives us an incentive to recommend the note investment based on the proceeds received, rather than on a client's needs.

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

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SavvyFi, 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.

## Types of Clients

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SavvyFi provides Services to employers, individuals, and trusts in the United States and residence of the United States only. SavvyFi's Services are limited to advice in connection with the Client's 529 Plan. If a Client is excluded from account ownership by the Record Keeper, 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.

## Methods of Analysis, Investment Strategies, and Risk of Loss

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### Description of Analysis Methods and Investment Strategies

Because of the many variables that can factor into choosing an education 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 education savings account where they otherwise would not intend to delay the decision. As such, SavvyFi has simplified the enrollment process for Clients by selecting the Record Keeper and using an Enrollment Date Option as defaults for all of its Clients.

SavvyFi 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 an enrollment date 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.

The current Enrollment Date Option automatically allocates the Client's assets to progressively decreasing levels of expected risk based on the Beneficiary's age. The investment options, asset allocation, or underlying funds in the Enrollment Date Option are managed by the Custodian's Record Keeper's program administrators and/or investment managers. SavvyFi does not represent or offer any assurance that the asset allocations of the Enrollment Date 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. By selecting the appropriate age range in the Enrollment Date Option, the Client is indicating his or her risk tolerance for the 529 Plan account(s).

SavvyFi 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. SavvyFi's evaluation leading to the selection of the current Record Keeper's Enrollment Date Option as the default for all Clients' Investment Plans generally considered the following factors:

- Availability of enrollment date investment options;
- Returns of enrollment date investment options;
- Appropriateness of enrollment date for K-12 education or Student Loan repayment needs;
- 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.

Student's projected costs of college are determined based on a historical analysis of net price for student's ages 1-18. 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.

### Material Risks of Method of Analysis

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

- Limited Investment Direction – SavvyFi offers only one 529 Plan program, with one custodian's record keeper and one investment option to simplify the enrollment process for Clients. SavvyFi does not allow Clients to select their own investments because the investments recommended by SavvyFi are part of the overall Investment Plan for the Client.
- No Suitability Determination – SavvyFi makes no representations regarding the suitability of the Investment Plan made available through SavvyFi's Services for any particular Client. When using SavvyFi's services to save for k-12 expenses or repayment of student loans, the time horizon of the Algorithms set forth in the Enrollment Date program is not focused on these investment objectives. Other types of investments and other types of education 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 529 Plan 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.

### 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 SavvyFi's Services. These risks are in addition to, and do not exclude or supersede, the risks presented in the Custodian's Record Keeper's risk disclosure document.

- No Guarantee of Principal or Earnings – The value of a Client's 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 principle (contributions). The underlying 529 Plan 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 529 Plan account, the Client's contributions will be invested in municipal fund securities (MFS). Although money contributed to a Client's 529 Plan 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 529 Plan account for their Student, the circumstances under which funds may be withdrawn without federal and state tax liability

are limited.

- Changes to The Custodian's Record Keeper – 529 Plans and their underlying investments are subject to changes, including but not limited to the 529 Plan fees and expenses, availability of certain MFSSs, 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.
- Enrollment Date Option - While Enrollment Date Option automatically allocates based on the Beneficiary's age, the principal value of the Client's investments in the underlying MFSSs is not guaranteed. SavvyFi cannot offer any assurance that the allocations of Enrollment Date Options 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, the Record Keeper, the Custodian 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 current 529 Plan. Client's should consider such benefits, if any, before investing.

## Disciplinary Information

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Like all investment advisers registered with the SEC, SavvyFi 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.

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

## Other Financial Industry Activities and Affiliations

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SavvyFi and its access 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 SavvyFi's Services; however, SavvyFi is not being separately compensated for directing Clients to those financial institutions.

As stated previously, SavvyFi offered convertible promissory notes ("notes") to *qualified investors*. These promissory notes were offered by Savvy Financial (aka SavvyFi), and the convertible option are for Savvy Financial Inc. Stock. It is important to note that the offering is now closed, and this disclosure only effects clients who participated in the offering. Refer to the Financial Information section.

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

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### Description of Code of Ethics

SavvyFi'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. SavvyFi 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@savvyfi.co](mailto:help@savvyfi.co).

### Material Financial Interests in Recommended Securities

SavvyFi offered a convertible promissory note to accredited investors. This offering availed to qualified clients. As such, this poses a conflict of interest and gives us an incentive to recommend the promissory note based on the proceeds received, rather than on a client's needs.

### Investments in Same Recommended Securities

SavvyFi 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 MFSSs that are included in the my529 Plan, SavvyFi does not anticipate that this will create a conflict of interest between SavvyFi and its Clients.

### Same-Time Investments in Same Recommended Securities

SavvyFi 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 MFSSs, SavvyFi does not anticipate that this will create a conflict of interest between SavvyFi and its Clients.

## Brokerage Practices

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### Broker-Dealer Selection

SavvyFi selects the 529 Plan Record Keeper with 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 the Record Keeper of the Custodian.

### Research and Other Soft Dollar Benefits

SavvyFi 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.

### Brokerage for Client Referrals

SavvyFi's client referral program is outlined in the section "Client Referrals and Other Compensation", SavvyFi could have a material conflict of interest because Clients who refer other Clients will receive benefits that other Clients will not receive.

### Directed Brokerage

SavvyFi 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.

### Aggregation of Client Purchases or Sales of Securities

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

## Review of Client Accounts

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### Frequency of Client Account Reviews

SavvyFi 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, if applicable. The output of the Online Software is tested and reviewed annually by SavvyFi's CCO, Jeffrey Hull.

### 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. At least annually, 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.

### Client Account Reports

SavvyFi reports the Client's total current savings, projected future savings, and if applicable, college cost benchmarks each time the Client logs into their SavvyFi Account through the Online Software. Clients acknowledge and agree to receive account information and documents through SavvyFi's Site and electronic communications.

Reports and statements from the Custodian's Record Keeper 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 the Record Keeper of the Custodian should be directed to the Record Keeper indicated in the Client's agreement.

## Client Referrals and Other Compensation

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### Non-Client Economic Benefits

SavvyFi 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 Account(s). The flat Gift fee will apply to employer and individual accounts.

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. SavvyFi does not anticipate that the Gift Feature will create a conflict of interest between SavvyFi and its Clients.

SavvyFi 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 SavvyFi. In addition, SavvyFi 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.

### Compensation for Client Referrals

SavvyFi 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.

### Solicitors Referring 529 Plan Clients

SavvyFi maintains agreements with affiliated individuals and non-affiliated companies under which such individuals solicit 529 Plan investment management clients on our behalf. Under the terms of the agreements, the affiliated company (and not us) will pay the solicitors a fixed fee or an amount that is contracted between the solicitor and their consultants. As a result, there are times the payment of referral fees to an affiliated solicitor will result in Clients incurring additional fees or charges. We have the sole discretion to accept, or decline, any prospective client relationship referred by an affiliated solicitor.

## Custody

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SavvyFi 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 the Record Keeper of the Custodian or its qualified custodian ("Qualified Custodian"), who may have custody of the Client's funds or securities. Any statements from the Record Keeper of the Custodian 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 the Record Keeper of the Custodian or its Qualified Custodian, and all associated inquiries should be directed to the Record Keeper of the Custodian.

## Investment Discretion

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SavvyFi 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. SavvyFi's Clients decide when and how to invest by making requests for one-time contributions, scheduling recurring contributions, receiving gift contributions, and earning cashback rewards through SavvyFi's Online Software and any third-party partners. SavvyFi facilitates the Client's investment decisions through initiating fund transfers to the my529 Account.

## Voting Client Securities

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

Custodian.

## Financial Information

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### Prepayment of Client Fees

SavvyFi does not accept pre-payment of client fees; therefore, SavvyFi is not required to include any further information for the item "Financial Information".

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

SavvyFi 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 the item "Financial Information".

### Bankruptcy Petition

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

### Loans and Advances

#### *Financial Condition*

With the occurrence of COVID-19, a Global Pandemic which began early 2020, companies worldwide were effect in various ways including financially. The 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 expenses, SavvyFi received a \$22,558 USD, two (2) year PPP forgivable loan in compliance with PPP.

SavvyFi applied for and received complete PPP loan forgiveness from the IRS in 2021.

In 2020, SavvyFi incurred a net loss of \$530,183; in the first 10 months of 2021, we had a net loss of \$334,041. These shortfalls were expected, and we anticipate that we may not turn a profit in the near future as we seek a grow prospective for the firm. SavvyFi is investing in resources that we believe will further develop and expand our business, with a goal to enhance the Client's overall experience with SavvyFi. We will also devote financial and other resources on marketing and advertising as part of our strategy to increase our clientele. The marketing and advertising expenses that we incur are typically expensed immediately, while any revenues that they generate are recognized over a period of months as new Clients employer accounts are brought on to our platform. This timing difference can therefore result in expenses that exceed the related revenue generated in any given period. Additionally, SavvyFi plans to increase our headcount in the coming years. We may not be able to reduce costs in a timely manner since many of our short-term costs are fixed. Should we reduce variable costs to respond to losses, this may limit our ability to enroll new Clients and grow our revenues. As a result, we may not achieve a profit in the near future.

As stated above in the *Custody* section of this document, SavvyFi does not custody Clients' funds. Therefore, if the firm is forced to discontinue business, Clients' invested funds would not be affected by the firm's financial condition; however, your ability to use SavvyFi's technology via our web portal would go away. Should this occur, Clients retain direct access to their 529 plan provider.

Note that SavvyFi offered convertible promissory notes to accredited investors (see the *Advisory Business* section). The offering period has since closed. The conditions of conversion of the notes are fully illuminated in the offering document; at maturity, conversion is at the request of the majority holders. Since the option to convert has not been executed. No action occurred at maturity; this may cause financial conditions that could impair our ability to meet contractual commitments to clients invested in the convertible promissory notes.



Form ADV Part 2B:  
Client Brochure Supplement  
December 31, 2021

Savvy Financial, Inc.  
231 Public Square, Ste 300  
Franklin, TN 37064  
Phone: 615.241.0144

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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 Financials' 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.

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



## Jeffrey Hull, Born 1987

### *Educational Background and Business Experience*

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#### 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

### *Disciplinary Information*

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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.

### *Other Business Activities*

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Jeffrey Hull has no other investment related business activities to report.

#### 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.

### *Additional Compensation*

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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.

### *Supervision*

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SavvyFi 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 SavvyFi and, as such, is not subject to additional supervision.



## Stephen Cretin Jr, Born 1972

### *Educational Background and Business Experience*

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#### Education

BS, Belmont University; Psychology; 1996

#### Business Background

2018 – Present, Founder, SavvyFi, 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

### *Disciplinary Information*

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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.

### *Other Business Activities*

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Stephen Cretin has no other investment related business activities to report.

#### 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.

### *Additional Compensation*

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Mr. Cretin's compensation is received as 25% owner of SavvyFi 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.

### *Supervision*

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SavvyFi 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 SavvyFi and, as such, Stephen Cretin's activities are supervised by Jeffrey Hull.