

**Item 1 – Cover Page**

**Part 2A of Form ADV**

# TIFIN Grow

**TIFIN GROW LLC**

**2440 Junction Place  
Suite 300  
Boulder CO 80301  
Phone: (267) 423-3458**

**March 31, 2022**

**This Brochure provides information about the qualifications and business practices of TIFIN Grow LLC (“TIFIN Grow” or the “Firm”). If you have any questions about the contents of this Brochure, please contact the Firm at the address listed above. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**TIFIN Grow is a registered investment adviser with the SEC. Registration of an investment adviser does not imply any certain level of skill or training.**

**Additional information about TIFIN Grow is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **Item 2 –Material Changes**

On March 15, 2021, we filed the previous annual updating amendment to this ADV Part 2A (“Brochure”). The following material changes have been made since the last annual Brochure was filed:

1. The name of the registered investment adviser was changed from Positivly LLC to TIFIN Grow LLC on February 11, 2022. This change has been reflected throughout the ADV Part 2A
2. Address change
3. Addition of Affiliated Businesses

In addition, certain non-material changes have also been made to this Brochure. Consequently, we encourage you to read this Brochure in its entirety.

### **Item 3 –Table of Contents**

<b>Item 1 – Cover Page .....</b>	<b>1</b>
<b>Item 2 – Material Changes .....</b>	<b>2</b>
<b>Item 3 – Table of Contents .....</b>	<b>3</b>
<b>Item 4 – Advisory Business .....</b>	<b>4</b>
<b>Item 5 – Fees and Compensation .....</b>	<b>6</b>
<b>Item 6 – Performance-Based Fees and Side-By-Side Management.....</b>	<b>8</b>
<b>Item 7 – Types of Clients .....</b>	<b>8</b>
<b>Item 8 – Methods of Analysis, Investment Strategies, Investment Tools, and Risk of Loss.....</b>	<b>8</b>
<b>Item 9 – Disciplinary Information.....</b>	<b>13</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations.....</b>	<b>13</b>
<b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>14</b>
<b>Item 12 – Brokerage Practices .....</b>	<b>15</b>
<b>Item 13 – Review of Accounts.....</b>	<b>16</b>
<b>Item 14 – Client Referrals and Other Compensation .....</b>	<b>17</b>
<b>Item 15 – Custody .....</b>	<b>18</b>
<b>Item 16 – Investment Discretion .....</b>	<b>18</b>
<b>Item 17 – Voting Client Securities .....</b>	<b>18</b>
<b>Item 18 – Financial Information .....</b>	<b>18</b>

## **Item 4 – Advisory Business**

### **A. Description of the Advisory Firm**

TIFIN Grow LLC (“TIFIN Grow”), a Delaware limited liability company, was formed on September 12, 2019. TIFIN Grow is registered with the United States Securities and Exchange Commission (“SEC”) under Rule 203A-2(e) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”), and therefore conducts business solely through an online advisory platform. The TIFIN Group LLC (“TIFIN”) is the principal owner of TIFIN Grow. Dr. Vinay Nair is the Chief Executive Officer of TIFIN.

### **B. Types of Advisory Services**

TIFIN Grow provides sub-advisory services to investment advisers and wealth managers (collectively, “Wealth Managers”) as well as investment advisory services to individual clients (“Individual Clients,” together with Wealth Managers, and each individually, “Clients”). In the future, TIFIN Grow may decide to provide other services to additional types of Clients.

#### **Investment Advice**

TIFIN Grow combines the principles of positive psychology with modern wealth management to create stronger connections between people, their advisors and their wealth. TIFIN Grow’s proprietary web-based profiling platform enables users to develop personality and risk profiles based on their responses to profile questionnaires made available on TIFIN Grow’s website. Using the personality profile, TIFIN Grow builds personalized portfolios that seek to reflect each user’s unique profile, personalizing the investment experience and facilitating connections. TIFIN Grow’s objective is to enable Clients to receive personalized investment recommendations and/or analysis of exchange-traded funds (“ETFs”) and mutual funds. In the future, TIFIN Grow may provide personalized investment recommendations of other investment products.

Clients of Wealth Managers or other financial services providers may utilize TIFIN Grow’s platform to send profile questionnaires to their underlying individual advisory clients (“Underlying Advisory Clients”) to generate profiles and make recommendations of investments and/or model portfolios created by third-parties. Wealth Managers may also engage TIFIN Grow to provide sub-advisory services to their Underlying Advisory Clients, as further described below.

TIFIN Grow may also provide portfolio recommendations to individual investors that they may implement on their own. In building personalized portfolios for Individual Clients or Underlying Advisory Clients, TIFIN Grow, through proprietary profile questionnaires, first assesses the preferences and risk profile of each Individual Client or Underlying Advisory Client to determine a recommended allocation and volatility, and further personalizes the recommended portfolios to contain specific themes the Individual Clients or Underlying Advisory Clients have selected. Clients may also sync their external investment accounts to the platform and execute trades for proposed investments directly.

### Sub-Advisor Management

When providing sub-advisory services to Wealth Managers, the Wealth Manager directs TIFIN Grow to develop a profile for its Underlying Advisory Clients using such client's profile questionnaire responses, and TIFIN Grow generates investment recommendations based on the profiles created for the respective Underlying Advisory Clients. The Wealth Manager can elect to use TIFIN Grow's proposal to determine each Underlying Advisory Client's investment objectives, risk tolerance, and other factors (collectively, "Investment Goals") and to select investments from TIFIN Grow's personalized portfolio recommendations based on such Investment Goals. Wealth Managers may further engage TIFIN Grow to provide discretionary investment advisory services to their Underlying Advisory Clients, in accordance with such Clients' Investment Goals. When providing discretionary investment advisory services for the Underlying Advisory Clients of a Wealth Manager, TIFIN Grow has the discretion to effect transactions for the Underlying Advisory Clients under instructions the Wealth Manager has provided to TIFIN Grow regarding such Underlying Advisory Clients' Investment Goals or other requirements.

### Risk Profiling

TIFIN Grow provides advanced risk tolerance questionnaire technology which is available to Wealth Managers for a monthly subscription fee. TIFIN Grow's proprietary web-based technology allows Wealth Managers to score their client's risk capacity, risk preference and the portfolio risk of their current portfolio. Using this information, through the use of TIFIN Grow's technology, Wealth Managers can help their clients select the portfolio holdings to match their specific risk profile and Investment Goals through a combination of ETFs, mutual funds or model portfolios maintained by financial institutions that may be registered investment advisers to ETFs, mutual funds or model portfolios ("Third Party Providers") who may pay TIFIN Grow a sponsorship fee. Alternatively, Wealth Managers can upload and select their own custom portfolios based on their Underlying Advisory Client's risk profile and Investment Goals. Clients may also sync their external investment accounts to the platform and execute trades for proposed investments directly.

### Financial Planning

TIFIN Grow provides conversational AI financial planning technology to help Wealth Managers provide financial planning services to their clients. This technology is available to Wealth Managers for a monthly subscription fee. TIFIN Grow's proprietary web-based technology allows Wealth Managers to assist their clients with financial planning needs based on their current financial circumstances and future needs and goals. TIFIN Grow does not charge Underlying Advisory Clients for use of this service.

### Services to Institutions

TIFIN Grow may enter into partnerships with and receive sponsorship fees from Third Party Providers. Under these arrangements, advisers to ETFs, mutual funds or model portfolios ("Sponsored Funds") pay TIFIN Grow sponsorship fees in order to enhance the visibility of their Sponsored Funds on TIFIN Grow's platform.

C. Client-Tailored Services and Client-Imposed Restrictions

Advisory services are tailored to achieve Individual Clients' and Underlying Advisory Clients' investment objectives, as informed by the results of one or more profile questionnaires. TIFIN Grow currently provides investment recommendations only with respect to ETFs and mutual funds that are based on the profiles generated for Individual Clients and Underlying Advisory Clients. Unless TIFIN Grow has been engaged to provide discretionary investment advisory services to Underlying Advisory Clients of a Wealth Manager, TIFIN Grow does not have the authority to select which and how many securities and other instruments to buy or sell, however, clients may sync their external investment accounts to the platform and execute trades for proposed investments directly.

Wealth Managers who engage TIFIN Grow to provide discretionary investment advisory services provide TIFIN Grow with the authority to select which and how many securities and other instruments to buy or sell for the Underlying Advisory Clients without consultation with the Wealth Managers or Underlying Advisory Clients. Such Underlying Advisory Clients may impose reasonable restrictions on investing in certain securities or types of securities, with any restrictions to be provided to TIFIN Grow in writing by the applicable Wealth Manager.

D. Wrap Fee Programs

TIFIN Grow does not participate in Wrap programs.

E. Amounts Under Management

TIFIN Grow has the following assets under management as of 12/31/2021:

<b>Discretionary Amounts:</b>	<b>Non-Discretionary Amounts:</b>	<b>Total Firm Assets:</b>
\$0	\$0	\$0

**Item 5 – Fees and Compensation**

A. Fee Schedule

Although TIFIN Grow believes its fees are competitive, lower fees for comparable services may be available from other investment advisers. In addition, fees for all outlined services are negotiable.

**Investment Advice**

TIFIN Grow provides the profile questionnaire, delivers profiles and makes certain investment recommendations regarding ETFs and mutual funds without charge to Individual Clients. Wealth Managers have access to various levels of TIFIN Grow's investment advice services, including investor questionnaires, profiles and portfolio recommendations. Fees vary based on the level of service but generally are no more than \$500 per month and are charged monthly or quarterly in advance or in arrears as agreed to between TIFIN Grow and each Wealth Manager.

#### Sub-Advisor Management Fee

The Sub-advisor annual fee will be between 0.2% - 0.5% billed quarterly in arrears based on the average daily balance of the sub-advisory account for that billing period. For accounts opened or closed mid-billing period, fees will be prorated based on the number of days services are provided during the given period. Wealth Managers may also be subject to an initial set-up fee.

Fees are subject to negotiation and vary among Clients.

#### Risk Profiling

The risk profiling platform is available to Wealth Managers for a monthly subscription fee of \$99 per month.

#### Financial Planning

The financial planning platform is available to Wealth Managers for a monthly subscription fee of \$125 per month.

### B. Payment of Fees

Sub-advisor management fees are deducted directly from the Client's account or TIFIN Grow may receive a portion of the management fee charged to the Underlying Advisory Client by their Wealth Manager based on a percentage of assets under management described above.

Investment advice fees are invoiced directly to the Wealth Managers.

Subscription fees charged to Wealth Managers for the risk profiling and financial planning platforms are invoiced directly to the Wealth Managers.

### C. Third-Party Fees

TIFIN Grow's fees are exclusive of brokerage commissions, transaction fees and other related costs and expenses which shall be incurred by the Clients. TIFIN Grow's fees do not include any custodial or brokerage expenses that an Individual Client's or Underlying Advisory Client's custodian or broker may charge. Individual Clients and/or Underlying Advisory Clients will typically pay transaction and/or custodial expenses in connection with implementing any of TIFIN Grow's recommendations. These transaction and/or custodial expenses vary and are based on the Individual Client's or Underlying Advisory Client's agreement with their account custodian and/or broker-dealer.

Fees paid to TIFIN Grow for investment advisory or sub-advisory services are separate and distinct from the fees and expenses charged by the ETFs and/or mutual funds in which a client's or Underlying Advisory Client's assets are invested. The ETFs and/or mutual funds charge their own separate management fees and bear other expenses, as described in each fund's prospectus. TIFIN Grow does not earn or receive a portion of such fees.

Investment recommendations may include Sponsored Funds for which TIFIN Grow or an affiliate of TIFIN Grow serves as a marketer pursuant to compensated sponsorship

arrangements. TIFIN Grow has conflicts of interest when providing its services to Clients by recommending Sponsored Funds for which the Firm or its affiliate(s) receive fees and/or compensation.

D. Prepayment of Fees

Investment advice fee may be charged in advance.

E. Outside Compensation for the Sale of Securities

Neither TIFIN Grow nor its supervised persons accept compensation for the sale of securities or other investment products outside of its association with TIFIN Grow.

**Item 6 – Performance-Based Fees and Side-By-Side Management**

Fees are not based on a share of the capital gains or capital appreciation of managed securities. TIFIN Grow does not use a performance-based fee structure.

**Item 7 – Types of Clients**

TIFIN Grow's Clients are generally investment adviser firms, wealth managers and individual investors. There is no minimum account size and clients are not required to have a certain amount of investment experience or sophistication.

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

A. Methods of Analysis and Investment Strategies

TIFIN Grow provides Individual Clients and Underlying Advisory Clients with investment recommendations using its proprietary web-based software. TIFIN Grow utilizes quantitative investment capabilities, as further described below, to construct portfolios across asset classes, sectors and regions. TIFIN Grow's proprietary software uses the responses inputted by the Individual Clients and Underlying Advisory Clients to the profile questionnaire available on TIFIN Grow's website to develop personalized profiles and recommend investments composed of ETFs and mutual funds for each Individual Client and Underlying Advisory Client. Investment recommendations to each prospective Underlying Advisory Client may be reviewed and approved by the Wealth Manager, as set forth in each Underlying Client's separate agreement with the Wealth Manager.

TIFIN Grow's platform combines scientific discovery and positive psychology in a digital platform, enabling customization of portfolios for asset allocation, risk mitigation and meaningful investment parameters controlled by the Individual Clients and Underlying Advisory Clients. TIFIN Grow uses its proprietary software to create personalized profiles for the Individual Clients and Underlying Advisory Clients, and to recommend investments that algorithmically correspond to the Individual Clients' and Underlying Advisory Clients' profiles. In making these recommendations, TIFIN Grow's software considers the



information that the Individual Client or Underlying Advisory Client has provided through TIFIN Grow's website based on their responses to the profile questionnaire(s).

## B. Investment Tools

TIFIN Grow provides Individual Clients and Underlying Advisory Clients the opportunity to sync external investment accounts to their TIFIN Grow account using TIFIN Grow's online interface. Wealth Managers can implement investment recommendations made by TIFIN Grow for an Underlying Advisory Client by placing an order for the specific security within the client's linked account. When Wealth Managers implement investment recommendations themselves, TIFIN Grow exercises no discretion in determining if and when trades are placed and does not place individual buy orders for specific securities.

In providing sub-advisory services to Wealth Managers, TIFIN Grow may also make investments directly when it is authorized by a Wealth Manager to provide advisory services to such Wealth Manager's Underlying Advisory Clients. When making investments directly for an Underlying Advisory Client, TIFIN Grow utilizes the Underlying Advisory Client's linked account to invest in ETFs and/or mutual funds in accordance with such Client's stated Investment Goals.

## C. Risks of Investments and Strategies Utilized

**Investing in securities, including ETFs and mutual funds, involves risk of loss that Individual Clients and Underlying Advisory Clients should be prepared to bear.**

Investment and trading risk factors may include:

**General Investment and Trading Risks.** Individual Clients and Underlying Advisory Clients may invest in securities and other financial instruments using strategies and investment techniques with significant risk characteristics. The investment program utilizes such investment techniques as option transactions, margin transactions, short sales, leverage, and derivatives trading, the use of which can, in certain circumstances, maximize the adverse impact to which an Individual Client or Underlying Advisory Client may be subject.

**Technology and Software Risks.** TIFIN Grow delivers its investment advisory services primarily through software accessible through TIFIN Grow's website. All investment advice is provided through the Internet and Clients' abilities to interact with humans regarding investment advice is accordingly limited. Separately from any services provided by TIFIN Grow, Wealth Managers may provide additional personal investment advisory services to their Underlying Advisory Clients. Any such interactions are separate from any services provided by TIFIN Grow. Additionally, such computer-generated recommendations, like all investment recommendations, may be subject to system error. No guarantee or representation is being made that the investment recommendations will be successful.

TIFIN Grow rigorously designs, develops and tests its software extensively before putting such software into production with actual Individual Client and Underlying Advisory Client

accounts and periodically monitors the behaviors of such software after its deployment. Notwithstanding this rigorous design, development, testing and monitoring, it is possible that such software may not always perform exactly as was intended. Technology and software malfunctions, programming inaccuracies, inadvertent system and human errors and similar circumstances could impair the performance of TIFIN Grow's systems, which may negatively impact the quality and applicability of TIFIN Grow's recommendations to Individual Clients and Underlying Advisory Clients.

**Exchange Traded Funds.** ETFs are a type of index fund bought and sold on a securities exchange. The risks of owning an ETF generally reflect the risks of owning the underlying securities they are designed to track, although lack of liquidity in an ETF could result in it being more volatile and ETFs have management fees that increase their costs. ETFs are also subject to other risks, including: (i) the risk that their prices may not correlate perfectly with changes in the underlying reference units; and (ii) the risk of possible trading halts due to market conditions or other reasons that, in the view of the exchange upon which an ETF trades, would make trading in the ETF inadvisable.

**Mutual Funds.** An investment in mutual funds could lose money over short or even long periods. A mutual fund's share price and total return are expected to fluctuate within a wide range, like the fluctuations of the overall stock market.

**Common Stocks and Equity-Related Securities.** Certain ETFs, mutual funds or models hold common stock. Prices of common stock react to the economic condition of the company that issued the security, industry and market conditions, and other factors which may fluctuate widely. Investments related to the value of stocks may rise and fall based on an issuer's actual and anticipated earnings, changes in management, the potential for takeovers and acquisitions, and other economic factors. Similarly, the value of other equity-related securities, including preferred stock, warrants, and options may also vary widely.

**Small- and Mid-Cap Risks.** Certain ETFs, mutual funds or models hold securities of small- and mid-cap issuers. Securities of small-cap issuers may present greater risks than those of large-cap issuers. For example, some small- and mid-cap issuers often have limited product lines, markets, or financial resources. They may be subject to high volatility in revenues, expenses, and earnings. Their securities may be thinly traded, may be followed by fewer investment research analysts, and may be subject to wider price swings and thus may create a greater chance of loss than when investing in securities of larger-cap issuers. The market prices of securities of small- and mid-cap issuers generally are more sensitive to changes in earnings expectations, to corporate developments, and to market rumors than are the market prices of large-cap issuers.

**Futures, Commodities, and Derivative Investments.** Certain ETFs, mutual funds or models hold commodities, commodities contracts, and/or derivative instruments, including futures, options and swap agreements. The prices of commodities contracts and derivative instruments, including futures and options, are highly volatile. Payments made pursuant to swap agreements may also be highly volatile. Price movements of commodities, futures and options contracts, and payments pursuant to swap agreements are influenced by, among

other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. The value of futures, options, and swap agreements also depends upon the price of the commodities underlying them. In addition, Client assets are subject to the risk of the failure of any of the exchanges on which its positions trade or of its clearinghouses or counterparties.

**Highly Volatile Markets.** The prices of financial instruments can be highly volatile. Price movements of forward and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. Individual Clients and Underlying Advisory Clients are also subject to the risk of failure of any of the exchanges on which their positions trade or of its clearinghouses.

**Non-U.S. Securities.** Certain ETFs, mutual funds or models hold securities of non-U.S. issuers. Investments in securities of non-U.S. issuers pose a range of potential risks which could include expropriation, confiscatory taxation, imposition of withholding or other taxes on dividends, interest, capital gains or other income, political or social instability, illiquidity, price volatility, and market manipulation. In addition, less information may be available regarding securities of non-U.S. issuers, and non-U.S. issuers may not be subject to accounting, auditing and financial reporting standards, and requirements comparable to or as uniform as those of U.S. issuers.

**Emerging Markets.** Certain ETFs, mutual funds or models hold securities of emerging markets issuers. In addition to the risks associated with investments outside of the United States, investments in emerging markets (i.e., the developing countries) may involve additional risks. Emerging markets generally are not as efficient as those in developed countries. In some cases, a market for the security may not exist locally, and transactions will need to be made on a neighboring exchange. Volume and liquidity levels in emerging markets are lower than in developed countries. When seeking to sell emerging market securities, little or no market may exist for the securities. In addition, issuers based in emerging markets are not generally subject to uniform accounting and financial reporting standards, practices, and requirements comparable to those applicable to issuers based in developed countries, thereby potentially increasing the risk of fraud or other deceptive practices.

**Input Risk.** The ability of TIFIN Grow's proprietary algorithms to successfully make investment recommendations that reflect the Client's or Underlying Advisory Client's financial personality or risk tolerances depends in part on accurate and timely inputs from Clients and Underlying Advisory Clients in the form of questionnaire responses. TIFIN Grow provides perspectives that assist such users in tailoring the system to reflect their preferences and views. Due to the subjectivity of inputs and parameters used in the system, outputs may prove incorrect. There is a risk that inaccurate system inputs, data and assumptions could result in outputs or illustrative recommendations that are misaligned with Client or Underlying Advisory Client goals.

**Algorithm Development.** TIFIN Grow's algorithms make simplifying assumptions and may not always capture the full complexity of an investor's situation. The interpretation of algorithm results should take into account inherent limitations, and the incorporation of algorithm outputs within a Client's or Underlying Advisory Client's strategy is ultimately up to the discretion of the Client or Wealth Manager, except where a Wealth Manager has engaged TIFIN Grow to serve as a discretionary sub-advisor. TIFIN Grow's algorithms employ assumptions that abstract a limited number of variables from complex financial markets or instruments which they attempt to connect with questionnaire inputs. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect. TIFIN Grow's algorithms may emphasize the importance of certain variables which ultimately are unimportant in determining risk correlation and Investment Goals, or may neglect to incorporate other variables which are determinative. The risk that TIFIN Grow may incorrectly analyze and interpret these complex systems in creating its algorithms arises both from human error (e.g., the designers of the algorithms using incorrect variables or assigning incorrect importance to the correct variable) as well as systems error (e.g., the computers and other hardware used to create the algorithms may incorrectly interpret data). These risks persist even after the algorithms are implemented — for example, a programmer may assign incorrect input sensitivity to the variables.

**Limitation of Questionnaires.** Information not solicited by the various questionnaires may result in outputs that are less useful or aligned to Client or Underlying Advisory Client goals than would result from including such information.

**Cybersecurity.** Intentional cybersecurity breaches include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or disrupt operations, processes, or website access or functionality. In addition, unintentional incidents can occur, such as the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws). A cybersecurity breach could result in the loss or theft of customer data or funds, the inability to access electronic systems ("denial of services"), loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause an investment fund, the advisor, a manager, or other service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss. TIFIN Grow takes measures to protect sensitive client information and service disruptions, among other things, through cybersecurity preparedness and business continuity plans from intentional and unintentional cybersecurity threats.

**The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment with TIFIN Grow. Prospective clients should read the entire Brochure as well as the advisory agreement or sub-advisory agreement, as applicable, and any other materials that may be provided by TIFIN Grow, and consult with their own advisers prior to engaging TIFIN Grow's services.**

## **Item 9 – Disciplinary Information**

TIFIN Grow and its management persons have not been a party to any legal or disciplinary events that would be material to a Client's or prospective client's evaluation of its investment advisory business or the integrity of its management.

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

### **A. Registration as a Broker-Dealer or Broker-Dealer Representative**

Neither TIFIN Grow nor its management persons are registered as a broker-dealer or broker-dealer representative.

### **B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor**

Neither TIFIN Grow nor its management persons are registered as futures commission merchant, commodity pool operator, or a commodity trading advisor.

### **C. Relationships Material to this Advisory Business and Possible Conflicts of Interest**

TIFIN Grow currently provides investment advisory services to Clients that follow investment programs similar to or different from one another. A number of actual and potential conflicts of interest between the Clients could exist. TIFIN Grow has sole discretion to resolve such conflicts as it determines to be appropriate, consistent with its fiduciary duty owed to its Clients.

TIFIN Grow's principal owner, TIFIN, is also the principal owner of TIFIN Capital Partners Management Co LLC, an exempt reporting adviser, as well as two registered investment advisers, Louise Giving Technologies, LLC and Magnifi LLC. Clients of these adviser affiliates may also be Clients of TIFIN Grow.

TIFIN Grow, Magnifi LLC and Louise Giving Technologies, LLC have engaged an affiliated, offshore service provider that provides product development including code and application programming interfaces in addition to providing testing and quality control services. The cost and expenses associated with the service provider are borne by TIFIN Grow and its affiliates, not by Clients.

### **D. Selection of Other Advisors or Managers**

TIFIN Grow does not utilize nor select other advisors or third-party managers.

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

### **A. Code of Ethics**

TIFIN Grow has adopted a Code of Ethics (the “Code”) pursuant to Rule 204A-of the Advisers Act. The Code governs the activities of each member, officer, director and employee of TIFIN Grow (collectively, “Employees”). TIFIN Grow holds its Employees to a high standard of integrity and business practices that reflects its fiduciary duty to the Client. In serving its Clients, TIFIN Grow strives to avoid conflicts of interest or the appearance of conflicts of interest in connection with the personal trading activities of its Employees and Client securities transactions. When persons covered by the Code engage in personal securities transactions, they must adhere to the following general principles as well as to the Code’s specific provisions: (a) at all times the interests of the Client must be paramount; (b) personal transactions must be conducted consistent with the Code in manner that avoids any actual or potential conflict of interest; and (c) no inappropriate advantage should be taken of any position of trust and responsibility. Employees covered by the Code have certain trading restrictions and reporting obligations of their personal securities transactions. Each Employee is provided with a copy of the Code and must annually certify that they have received it and have complied with its provisions. In addition, any Employee who becomes aware of any potential violation of the Code is obligated to report the potential violation to the Chief Compliance Officer.

TIFIN Grow will provide a copy of its Code of Ethics to Clients and prospective clients upon request. Such a request may be made by submitting a written request to TIFIN Grow at the address on the cover page to this Brochure.

### **B. Recommendations Involving Material Financial Interests**

Neither TIFIN Grow nor its related persons recommend to Clients, or buys or sells for Client accounts, securities in which TIFIN Grow or a related person has a material financial interest. However, as detailed above in Item 5.C, certain Third Party Providers pay TIFIN Grow or its affiliate(s) sponsorship fees in order to enhance the visibility of their Sponsored Funds on TIFIN Grow’s platform. TIFIN Grow and its affiliates are not compensated for the sale of Sponsored Funds.

### **C. Investing Personal Money in the Same Securities as Clients**

From time to time TIFIN Grow, its Employees and/or the related persons may personally buy or sell the same instruments that TIFIN Grow’s Clients buy or sell, and it or they may own securities, or options on securities, of issuers whose securities are subsequently bought by or on behalf of Clients as a result of TIFIN Grow’s recommendations regarding a particular security. TIFIN Grow’s policy as to such transactions is that due in part to the algorithmic nature of TIFIN Grow’s recommendations, neither TIFIN Grow nor any of its Employees or related persons are to benefit from price movements that may be caused by transactions for Clients or otherwise. TIFIN Grow addresses this conflict by requiring Employees to sign and

adhere to TIFIN Grow's Code of Ethics and to report personal securities holdings and transactions to TIFIN Grow.

D. Trading Securities At/Around the Same Time as Clients' Securities

As discussed above, from time to time, TIFIN Grow, its Employees, or related persons of TIFIN Grow may buy or sell securities for themselves that TIFIN Grow also recommends to a Client.

## **Item 12 – Brokerage Practices**

A. Factors Used to Select or Recommending Broker-Dealers

TIFIN Grow does not have discretion as to the placement of brokerage (and accordingly, the commission rates paid). As discussed in Item 8, Individual Clients may choose to sync their external investment accounts with their selected broker-dealers to TIFIN Grow's platform. For Underlying Advisory Clients that TIFIN Grow is the sub-adviser and for which TIFIN Grow does not have discretionary authority, the Wealth Manager selects the custodian broker-dealer and TIFIN Grow plays no role in selecting the broker-dealer. For accounts that TIFIN Grow is the sub-adviser authorized to make investments directly for Underlying Advisory Clients of a Wealth Manager, TIFIN Grow utilizes the broker-dealers selected by such Underlying Advisory Clients.

1. Research and Other Soft Dollar Benefits

TIFIN Grow currently does not anticipate receiving research or other products or services other than execution from a broker-dealer or third-party in connection with Client securities transactions ("soft dollar benefits"). However, in the future, TIFIN Grow shall have the right if, in good faith, it considers it to be in the best interest of the Client and consistent with TIFIN Grow's obligations to do so, to enter into "soft dollar" arrangements with one or more broker-dealers. All "soft dollar" arrangements will fall within the safe harbor provided by Section 28(e) of the Securities Exchange Act, as that safe harbor is currently interpreted by the Securities and Exchange Commission. If in the future TIFIN Grow obtains "soft-dollar" benefits, this Brochure will be appropriately amended.

2. Brokerage for Client Referrals

In selecting or recommending broker-dealers, TIFIN Grow does not consider whether TIFIN Grow or its related person receives client referrals from a broker-dealer or third party.

3. Directed Brokerage

By linking their external investment accounts to their TIFIN Grow accounts, securities transactions are executed by brokers selected by the Individual Clients or Wealth Managers for their Underlying Advisory Clients. TIFIN Grow has no discretion over the brokers utilized by Individual Clients. TIFIN Grow has not negotiated the terms and conditions of the broker's service terms (including, but not limited to, commission rates); in this case, TIFIN Grow does

not have responsibility for obtaining the best prices or particular commission rates with or through any such broker, and the Client may not obtain rates as low as it might by following TIFIN Grow's recommendations.

TIFIN Grow Underlying Advisory Clients select the custodian broker/dealer and TIFIN Grow plays no role in selecting the broker/dealer. By directing brokerage TIFIN Grow may be unable to achieve most favorable execution of client transactions, and that this practice may cost Underlying Advisory Clients more money.

**B. Aggregating Trading for Multiple Client Accounts**

With respect to Underlying Advisory Client's accounts over which TIFIN Grow has discretionary authority, TIFIN Grow may place orders for the same security for different Underlying Advisory Clients at different times and in different relative amounts due to differences in investment objectives, cash availability, size of order and practicability of participating in "block" transactions. The level of participation by different Underlying Advisory Clients in the same security may also be dependent upon other factors relating to the suitability of the security for the particular Underlying Advisory Client.

TIFIN Grow may (but is not required to) combine orders on behalf of one Underlying Advisory Client account with orders for other Client accounts for which it or its principals have trading authority, or in which it or its principals have an economic interest. When it does, TIFIN Grow will generally allocate the securities or proceeds arising out of those transactions (and the related transaction expenses) on an average price basis among the various participants. TIFIN Grow believes combining orders in this way will, over time, be advantageous to all participants. However, the average price could be less advantageous to an Underlying Advisory Client than if that Underlying Advisory Client had been the only account effecting the transaction or had completed its transaction before the other participants. The manner in which TIFIN Grow provides its services may limit TIFIN Grow's ability to block trades for Underlying Advisory Client accounts across TIFIN Grow's platform, however TIFIN Grow may be able to block trades among the Underlying Advisory Clients of particular Wealth Managers.

**Item 13 – Review of Accounts**

**A. Frequency and Nature of Periodic Review and Who Makes Those Reviews**

TIFIN Grow's platform is designed to provide Clients with continuous access to account information. Through TIFIN Grow's website, Individual Clients and Wealth Managers can login to view their own or their Underlying Advisory Client's, as applicable, personalized profiles and investment recommendations. TIFIN Grow personnel will not monitor or review the performance of any individual Client. As an internet adviser, TIFIN Grow does not have the capacity to offer any form of personalized financial advice.

TIFIN Grow's investment recommendations are based on financial and other information submitted by the Client through the profile questionnaire on TIFIN Grow's website. Clients should review and update the profile questionnaire information they previously provided



through TIFIN Grow's website on a periodic basis. A Client's failure to timely update the information provided to TIFIN Grow could materially impact the quality and applicability of TIFIN Grow's advice and recommendations.

For Underlying Advisory Client accounts over which TIFIN Grow has authority to make investments, TIFIN Grow's software-based service reviews each account when it is opened and using software, continuously monitors and periodically rebalances each Underlying Advisory Client's portfolio to seek to maintain the targeted allocations. TIFIN Grow's software also conducts reviews when Underlying Advisory Clients make changes to their profiles.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

None.

C. Content and Frequency of Regular Reports

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by the Client's custodian. Client receives confirmations of each transaction in account from custodian and an additional statement during any month in which a transaction occurs. TIFIN Grow may also send periodic or other event-inspired reports based on market or portfolio activity. Reports will generally be provided in electronic format.

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

A. Economic Benefits Provided by Third Parties

TIFIN Grow may enter into partnerships with and receive sponsorship fees from Third Party Providers. Under these arrangements, advisers to Sponsored Funds pay TIFIN Grow sponsorship fees in order to enhance the visibility of their Sponsored Funds on TIFIN Grow's platform.

These payments create a conflict of interest in that they provide an incentive for TIFIN Grow to recommend them above other securities.

B. Compensation to Non-Advisory Personnel for Client Referrals

TIFIN Grow may enter into agreements with individuals and organizations, which may be affiliated or unaffiliated with TIFIN Grow, that refer clients to TIFIN Grow in exchange for compensation. All such agreements will be in writing and comply with the requirements of Federal or State regulation. If a client is introduced to TIFIN Grow by a solicitor, TIFIN Grow may pay that solicitor a fee. While the specific terms of each agreement may differ, generally, the compensation will be based upon TIFIN Grow's engagement of new clients and is calculated using a varying percentage of the fees paid to TIFIN Grow by such Clients. Any such fee shall be paid solely from TIFIN Grow's investment management fee, and shall not result in any additional charge to the Client.

Each prospective client who is referred to TIFIN Grow under such an arrangement will receive a copy of this brochure and a written disclosure statement disclosing the nature of the relationship between the solicitor and TIFIN Grow and the amount of compensation that will be paid by TIFIN Grow to the solicitor. The client's signature will be obtained acknowledging receipt of TIFIN Grow's disclosure brochure and the solicitor's written disclosure statement.

### **Item 15 – Custody**

TIFIN Grow does not have physical custody of Client assets including the receipt of securities, cash or checks at any time. However, pursuant to Rule 206(4)-2 under the Investment Advisers Act of 1940, with respect to certain Client accounts, TIFIN Grow may be deemed to have custody due to the ability to deduct management fees directly from the Client's account. Client assets will be maintained with one or more banks, brokerage firms, and/or other qualified custodians that serve as custodians of the funds and/or securities of the Clients. The decision to select a qualified third-party custodian remains solely with the client. Clients will receive account statements from their custodians. Clients are encouraged to carefully review the account statements provided by their custodians and to compare these to any reports provided by TIFIN Grow.

### **Item 16 – Investment Discretion**

If authorized by an applicable agreement, TIFIN Grow accepts discretionary authority to manage securities accounts on behalf of Clients. TIFIN Grow has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold and the amount of the securities to be bought or sold. The Client approves the custodian to be used. Discretionary trading authority facilitates placing trades in your accounts on your behalf so that we may promptly implement the investment strategy. In all cases, however, such discretion is to be exercised in a manner consistent with the Investment Goals for a particular Client account. Any limitations on this discretionary authority shall be included in this written authority statement. Clients may change/amend these limitations as required. Such amendments shall be submitted in writing.

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

TIFIN Grow will not have authority to vote proxies on behalf of any Clients. If in the future TIFIN Grow obtains authority to vote proxies, this Brochure will be appropriately amended.

### **Item 18 – Financial Information**

TIFIN Grow has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients, and has not been the subject of a bankruptcy petition.

A. Balance Sheet

TIFIN Grow does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this Brochure.

B. Financial Condition

At this time, neither TIFIN Grow, nor its management persons have any financial conditions that are likely to reasonably impair its ability to meet contractual commitments to its Clients.

C. Bankruptcy Petitions in Previous Years

TIFIN Grow has not been the subject of a bankruptcy petition in the last ten years.