

## Item 1 – Cover Page

# Wrap Fee Program Brochure

(Form ADV, Part 2, Appendix 1)

## Interest Financial, LLC

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[www.grifin.com](http://www.grifin.com)

**October 30, 2023**

This Wrap Fee Program Brochure provides information about the qualifications and business practices of Interest Financial, LLC. If you have any questions about the contents of this brochure, please contact us at [hello@interestfinancial.com](mailto:hello@interestfinancial.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Interest Financial, LLC is a registered investment adviser. Registration as an investment adviser does not imply any level of skill or training.

Additional information about Interest Financial, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching the Firm's CRD Number 300418.

## Item 2 – Material Changes

We initially provide you with a copy of our Wrap Fee Program Brochure when we enter into an agreement with you. On an annual basis, we will provide you with a Summary of Material Changes within 120 days of our fiscal year-end. In the alternative, we may choose to provide you with a complete copy of our brochure.

Since our last annual update, dated July 27, 2023, we have made the following material changes:

- In **Item 4, Services, Fees and Compensation**, we have increased our user-defined designated stock purchase amount to a range from \$1 to \$99.
- In **Item 4, Services, Fees and Compensation**, we no longer utilize block trading. Orders are placed on an individual basis.
- In **Item 5, Account Requirements and Types of Clients**, we no longer open accounts for non-citizen residents.

We have made other minor edits for clarification or to correct typographical errors. We do not consider these edits to be material.

You can request a current copy of our Wrap Fee Program Brochure from our [website](#) at any time without charge. You can also obtain a copy of our current Wrap Fee Program Brochure at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our Firm CRD No. 300418.

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## Item 4 – Services, Fees and Compensation

Interest Financial, LLC (the “Firm”) is a Florida limited liability company formed in October 2017. The Firm is wholly-owned by Interest Investments, Inc., a Delaware corporation (“Interest Investments”). Griffin LLC, a Florida limited liability company (“Griffin”), also wholly-owned by Interest Investments, operates a mobile application and website (referred to in this brochure as the “Griffin Platform”) that provides only a tool designed to aid you in automatic purchases of securities. We provide our investment advisory services to you solely through the Griffin Platform.

### Services

Our program is designed to make investing in securities easier and more accessible to individuals. We do this by assisting you in purchasing fractional shares of the publicly-traded companies where you typically shop, as well as putting aside cash in your brokerage account if you opt-in to do so. This brochure provides a brief overview of our services. Users are encouraged to review Help Center articles on our website for additional details.

To use the Griffin Platform, you need to complete a risk profile to determine your risk tolerance. We use this information to assign you to a risk profile of Conservative, Moderate, or Aggressive. We categorize the securities that are available for purchase in the program as being Conservative, Moderate, or Aggressive using a risk rating methodology that considers asset volatility, beta, and market capitalization. Volatility is a statistical measure of the dispersion of returns for a given security or market index. Beta is a concept that measures the expected move in a stock relative to movements in the overall market. Market capitalization refers to the total dollar market value of a company's outstanding shares of stock. On a quarterly basis, we review these factors and update the risk ratings.

The securities available are a limited universe of publicly-traded stocks, as defined by the Broker, which is subject to change. The platform provides access to a subset of this stock universe. All users have access to the same universe of securities. We will provide an alert if you attempt to purchase a security that does not fit your risk profile; however, you can approve that security. In that case, all future transactions involving that security are allowed. You can opt out of purchasing a security at any time. Other than providing these alerts, we do not tailor our services to your individual financial circumstances. The accuracy of your risk profile selection will affect the alert functionality of the Griffin Platform. If your risk profile changes, you need to update your risk profile in the Griffin Platform on the Profile tab promptly. If you choose to make an investment in a security that is outside of your risk profile, the investment may not be suitable based on your risk tolerance.

We have established a relationship with Alpaca Securities LLC (“Alpaca”), an SEC-registered broker-dealer and FINRA member (the “Broker”). You must open a brokerage account with the

Broker and provide discretionary trading authority over that account to us. The Broker will provide custody, clearing, and settlement services for your account. All account opening functionalities, including identity verification and approval, are handled digitally by Broker. The Broker provides all brokerage services to you; therefore, you must agree to the terms of the Broker's "Customer Account Agreement" to establish an account with Broker. Only individuals will be permitted to establish accounts with the Broker, which shall be in their own name; accounts for legal entities are not supported in the Griffin Platform at this time. You will be required to complete all applicable Broker forms and agreements, including a limited power of attorney, which authorizes us to place trades on your behalf and authorizes the Broker to deduct our fees from your accounts pursuant to your agreements with us. The Broker reserves the right to reject any account application for any reason whatsoever.

The Broker has the sole discretion to determine the universe of available securities, and to add or remove any security from the universe at any time. The Firm provides access to a subset of this stock universe. If a security is removed from the universe, the Broker will limit transactions in that particular security to the liquidation of positions only.

You will need to securely link your bank account to the Griffin Platform, and also elect which debit cards and credit cards to link. For security reasons, you will periodically be required to reauthorize the connection of your bank account and credit or debit card connection. All purchase transactions that you make using the linked debit cards and credit cards (referred to as "purchase transactions" throughout this brochure), will be monitored and analyzed by the Griffin Platform using proprietary algorithms. Each time you make a purchase transaction, your designated stock purchase amount, which is set at one dollar (\$1.00) by default, will be debited from your bank account and transferred to your brokerage account. The designated stock purchase amount is set by the user and can range from \$1 to \$99. Your bank account will be debited once a week, on the day you designate (Monday through Friday). You can opt out of purchasing stock for the week by disabling the purchase before 3:30 pm ET on the business day prior to your designated debit day. Automatic debits for purchase transactions will be combined into one weekly debit. We attempt to help you prevent overdrafts by checking your bank balance to see if you have at least 150% of the accumulated debits and a bank account balance of at least \$5.00. If this balance is not available, we will not be able to process the withdrawal. More detailed information about the program is available in the Advisory Agreement and on our website. We encourage you to read the Advisory Agreement and review the Frequently Asked Questions on our website carefully to understand how the Program works and your obligations with regard to your bank account and debit/credit card accounts.

By initiating or directing a withdrawal or a deposit, you authorize your bank to facilitate the use of the Automated Clearing House ("**ACH**") payment system for the transfer of money to or from the Broker. You are responsible for any fees, charges, or expenses imposed by your bank in connection with any deposit or transfer of money to or from your brokerage account. You will

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further be responsible for all fees associated with failed ACH transfers. ***Although we have measures in place to avoid overdrafts, we cannot control the timing of your other transactions against your account. It is your responsibility to make sure that sufficient funds are available in your account to support your participation in this program.***

When you make a purchase transaction at a publicly-traded company, this signals an instruction to us to purchase, using money debited from your bank account, your designated stock purchase amount's worth of a share of that publicly-traded company's stock. When you make a purchase transaction at a private company, you are instructing us to deposit your designated stock purchase amount in cash in your brokerage account, if you opt in to do that. Note that the cash feature is disabled by default at account setup. If you wish to use this feature, you will need to turn on the functionality in the app. ***(Please see important disclosures about our fees and how they are affected by the cash balance in your brokerage account.)*** You have the ability to place restrictions on the securities that are purchased or the amounts of cash deposited in your brokerage account by using the Griffin Platform to opt out of certain transactions or opt-in to cash deposits.

We aggregate the amounts that we receive from your bank account and use those funds to purchase shares of the publicly-traded companies at which you've shopped, or deposit cash in your brokerage account. The timing of the purchases of securities is at our discretion, using the proprietary algorithm of the Griffin Platform. We then distribute the fractional shares of the publicly-traded companies to your brokerage account. We pay all brokerage and transaction costs for the stock purchase.

The Griffin Platform includes functionality for a system-wide circuit breaker which will cause the algorithm to be halted in certain cases, such as technology malfunction, unauthorized access, or presumed fraud. As a result, there may be interruptions to the Griffin Platform. Additionally, the Griffin Platform utilizes multiple third-party resources and APIs. Therefore, the functionality of the Griffin Platform is dependent on the operation of those services.

By using the Griffin Platform, you authorize and direct us to place all trades in your account through the Broker. We do not accept directed brokerage arrangements. Consequently, we maintain all client accounts and execute all securities transactions without separate commission costs or other fees. In seeking best execution, the determinative factor is not just cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the Broker's services. The appointment of a registered broker-dealer as the sole Broker for your accounts may result in less favorable executions than may be available through the use of a different broker-dealer. We do not receive research or other products or services from a broker-dealer or third-party in connection with client securities transactions ("soft dollar benefits"). We do not receive client referrals from the Broker.

Note that trades do not occur in real-time when purchase transactions are made. We place orders on an individual basis once funds are received. Alpaca executes trades upon receipt of the Client's order. Despite this, there may, depending on the liquidity and demand in the market, be a material change in the market price of the security being bought or sold.

We do not maintain custody of client assets. Client assets are maintained in an account with the Broker, a qualified custodian.

Any information provided by the Griffin Platform, within our marketing materials, or by Support is for informational and general educational purposes only and is not investment or financial advice. Any graphs, charts, and other visual aids that are provided are for informational purposes only, not to be used to make investment decisions.

Certain hypothetical scenarios that are described in the Griffin Platform or in our marketing materials are for illustrative purposes only and the securities described are not actual securities held by client accounts. The inclusion of such scenarios is not intended as a recommendation to purchase or sell any security and performance of these scenarios does not indicate actual results.

***Our program only offers publicly-traded securities. We do not provide comprehensive financial planning services and the investment advisory services provided through the Griffin Platform are not a complete investment program. We encourage you to consider additional asset classes, strategies and investments to supplement your overall investment plan. You should not use the Griffin Platform as the sole component of your investment program. Trades do not occur in real time and the timing is at our discretion. We do not recommend specific securities, and we do not monitor the securities in your account or rebalance your portfolio to any predetermined allocation. Trading instructions are based solely upon your purchase transactions and your instructions given through the Griffin Platform. This program allows you to purchase securities in dollar amounts rather than share quantities. Trading in fractional shares has unique risks and limitations that you should understand prior to participation in the Griffin Platform.***

## Fees and Compensation

Our Program is a wrap fee program, which means you pay one fee that covers our advisory fee and certain Broker fees, including trading activity fees for the purchase and sale of securities. However, the Broker imposes other service fees for actions such as overdrafts, transfers, or copies of documents. See our website for a complete list of the [Broker's fees](#).

As our compensation for making this program available, we charge an asset-based fee which is calculated on the amount of cash held in your brokerage account on a monthly basis. The rate used to calculate the fee is equal to a percentage of the current prevailing interest rate used by the Broker for cash accounts, which changes over time. You should be aware that the more cash you hold in your brokerage account, the higher your program fee will be. Clients who hold

no cash in their brokerage account pay no program fee. At our sole discretion, we can offer fee waivers or discounts due to special promotions or based on individual client circumstances.

Although we believe our fees are competitive, lower fees for comparable services may be available from other investment advisers.

Neither the Firm nor its supervised persons accept compensation for the sale of securities or other investment products.

## Item 5 – Account Requirements and Types of Clients

This program is available to individuals who are citizens of the United States, who have a valid social security number, who are of a legal age to enter into the Advisory Agreement, and who use the Griffin Platform. Users must complete a risk profile, meet the requirements to open a brokerage account with the Broker, and link their bank accounts, debit cards, and credit cards as described above. The minimum investment amount to purchase a security is one dollar. Individuals who use the program should understand that it is not a complete investment program. Users are encouraged to consider additional asset classes, strategies and investments to supplement their overall investment plan. The Griffin Platform is not intended to be used as the sole component of an investment program.

## Item 6 – Portfolio Manager Selection and Evaluation

We do not hire third-party portfolio managers. We do not provide any advisory services outside of the wrap fee program. We do not charge performance-based fees.

### Voting Client Securities

We do not vote proxies on your behalf. You will receive proxy materials directly from the Broker or its designee and are solely responsible for voting such proxies.

### Methods of Analysis and Investment Strategies

The Griffin Platform uses proprietary algorithms to analyze your purchase transactions to make automated purchases of securities or additions of cash to your brokerage account. Your investment purchases are determined by your buying activities. We do not engage in methods of analysis, financial planning, asset allocation, general market timing, or specific timing of economic cycles, asset or sector classes, or individual securities. We encourage you to maintain a diversified, long-term-oriented portfolio using the Griffin Platform and other investment options available to you outside of the program.



## Risks of Investments

All investments involve a certain amount of risk and losses are possible, including the potential loss of all amounts invested. Past performance does not indicate future performance. We do not guarantee that you will meet your financial goals and objectives by using our program. Not all investments are suitable for all investors. You should be aware of a number of factors that could affect your account, including the following:

*Risks of Investing in Securities.* Security prices can be volatile, and investing in securities involves risk of loss. The price of a security fluctuates, possibly significantly, in a short period of time. Your account will be subject to general movements in the stock market and the value fluctuations of each particular security. Security prices fluctuate for several reasons, including changes in the financial condition of a particular issuer, investors' perceptions of the issuer's industry, the general condition of the relevant stock market, changes in interest rates, or when political or economic events affecting the issuers occur.

*Concentration of Investments.* Client accounts in the program will typically hold a relatively small number of securities, which will expose the account to the particular industry or market sector the security represents and the value of the specific company. Because your purchases of securities are driven by your buying habits, it is possible that your account could be heavily concentrated in one particular security or one particular market sector. Losses in one or more positions, or a downturn in an industry or market sector in which the company participates, could adversely affect the account performance in a particular period. In addition, your account may hold a significant position in cash, which may not be suitable for your risk profile.

*Long-Term Purchases.* We encourage you to consider your account to be a long-term investment purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year. Using a long-term purchase strategy generally assumes the financial markets will go up in the long term, which may not be the case. There is also the risk that the segment of the market that you are invested in or the particular investment will go down over time even if the overall financial markets advance. Long-term purchases may create an opportunity cost by "locking-up" assets that may be better utilized in the short term in other investments.

*Research Materials.* Any research materials we provide are based on current public information that we consider reliable, but we do not represent that any research materials are accurate or complete, and you should not rely on them as your sole source of information. The views and opinions expressed in our research materials are as of the date published and are subject to change. Financial metrics that are presented in research materials change over time and are subject to future adjustment and revision; therefore, any forecasted metrics do not reflect actual future results. Research materials are for informational purposes only, and any mention of a specific security should not be considered an investment recommendation. Not all securities are

suitable for all investors. You should not assume that investments made in the future will be profitable or will equal the performance of any securities referenced in our research materials.

*Investment Program Risks.* We do not make recommendations of specific securities, and we do not provide comprehensive financial planning services. This program is not a complete investment program. You are encouraged to consider additional asset classes, strategies, and investments to supplement your overall plan. You should not use the program as the sole component of your investment plan. Not all publicly-traded securities may be available in the program.

*Client Restrictions.* You have the ability to place limited restrictions by opting in or out of automated investing and putting money in your brokerage account based on your purchase transactions. However, since investment is executed through the automated Griffin Platform, your restrictions on the portfolio are limited.

*Fractional Share Trading:* Fractional share trading allows you to purchase securities in dollar amounts rather than share quantities. Trading in fractional shares has unique risks and limitations that you should understand prior to participation in fractional share trading. Fractional shares are not transferable. If you close your account or transfer your account to another firm, the fractional shares held in your account will need to be liquidated. Fractional shares cannot be put into certificate form and mailed. Liquidations of fractional shares could result in additional charges. When trading, shares are rounded to not more than five decimal places.

*Trading in Real Time:* Trading does not occur in real-time. The timing of the trades will be at our discretion. Trades are at market price only; we do not allow for limit trades or hard stops. Trading will occur by aggregating orders involving multiple client accounts. Not trading in real-time affects the price the client pays or receives either higher or lower.

*Reliance on Algorithms:* We use proprietary algorithms to analyze your purchase transactions. We cannot guarantee that the algorithms used will indeed function as intended. The Griffin Platform has inherent limitations, including the possibility of human error in the design, data input or implementation process. The risk of errors, malfunctions, and anomalies is inherent in each component of the programming process, how those components function together, and how the program absorbs data points provided by you and interpreted by the Griffin Platform.

**This list of risks is not a complete explanation of all the risks involved in investing with this Program. You should read the entire brochure, client agreement, terms and conditions, and other materials that are provided by us or within the Griffin Platform. You are encouraged to consult with professionals such as tax, accounting, legal, or financial advisers prior to engaging our services.**

## Item 7 – Client Information Provided to Portfolio Managers

We do not use external portfolio managers. At account opening, clients complete a risk profile. We do not collect any additional information. However, you will be required to provide information to the Broker to open your brokerage account.

## Item 8 – Client Contact with Portfolio Managers

We do not provide investment advice or recommendations on particular securities. If you have questions about the contents of this brochure, please contact us at [hello@interestfinancial.com](mailto:hello@interestfinancial.com). If you have technical issues about the Griffin Platform contact support at [support@griffin.com](mailto:support@griffin.com). Customer service representatives for the Griffin Platform are available to help with technical issues. However, customer service representatives cannot provide investment advice.

## Item 9 – Additional Information

### Disciplinary Information

The Firm and its management persons have not been a party to any legal or disciplinary events that would be material to your evaluation of our investment advisory business or the integrity of our management.

### Other Financial Industry Activities and Affiliations

The Firm is not registered, and does not have an application pending for registration, as a broker-dealer, as a futures commission merchant, commodity pool operator, or commodity trading adviser.

No management persons of the Firm are registered, and do not have an application pending for registration, as a registered representative of a broker-dealer, commodity pool operator, or commodity trading adviser.

There are no other relationships or arrangements that are material to this advisory business.

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

We have adopted a Code of Ethics that governs the activities of each member, officer, director, and employee of the Firm (collectively, "Employees"). We hold our Employees to a high standard of integrity and business practices that reflect our fiduciary duty to clients. We strive to avoid conflicts of interest or the appearance of conflicts of interest in connection with the personal trading activities of our 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 we must put the interests of our clients ahead of our own; (b) personal transactions must be conducted consistent with the Code in a manner that avoids any actual or potential conflict of interest; and (c) no 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 he or she has received it and has 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.

We will provide a copy of our Code to clients and prospective clients upon request. You can make a request to the email address listed on the cover page of this brochure.

## **Recommendations Involving Material Financial Interests**

Because we do not make specific investment recommendations, we do not recommend that any client buy or sell any securities in which the Firm or a related person has a material financial interest.

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

Our policies and procedures prohibit our Employees and related persons from trading ahead of clients in the same instruments that we buy or sell for client accounts. However, there may be circumstances in which the Firm, its Employees, and/or related persons have holdings in the same securities that we buy or sell on your behalf. Our policy is that neither the Firm nor any of its Employees or related persons are to benefit from price movements that may be caused by transactions for client accounts. The Firm also requires Employees to sign and adhere to the Code and to report personal securities holdings and transactions to the Chief Compliance Officer.

## **Review of Accounts**

We do not make any periodic reviews of your account. Our personnel do not perform any systematic oversight of your account. However, ad hoc account reviews are performed to resolve customer support issues or to investigate issues related to potential errors or potential fraud. Investments are made based on your buying habits or on instructions you provide via the Griffin Platform.

We rely on the information provided in your risk profile questionnaire to help you select your risk tolerance, determine the suitability of your investments, and provide alerts on your securities purchases. If your risk profile changes, you need to update your risk profile in the Griffin Platform on the Profile tab.

You can view your account at any time on the Griffin Platform. Statements are available from a link to the Broker and statements can be requested from the Broker in the manner as provided in the Griffin Platform. The statements are accessible to you no less than quarterly showing the assets in your account, the market value, and your account's performance for the quarter, listing account balance(s), and transaction history. We urge you to carefully review statements received from the Broker and compare them to materials received from us, if any. You should review your account statements promptly to confirm the accuracy of the information contained.

## Client Referrals and Other Compensation

We do not receive any economic benefit, directly or indirectly from any third party for advice rendered to clients.

We offer cash payments to Clients for referring prospective clients to Interest Financial LLC, consistent with applicable laws, including Advisers Act Rule 206(4)-1. The compensation arrangements are generally based on a fixed payment paid to the referring Client by Interest Financial LLC and are disclosed to prospective Clients. Under the Refer-a-Friend program, current Clients receive a special designated code and link that they may share with one or more of their friends and family. The link will allow the receiver to claim a fixed dollar amount ("Bonus") if they choose to apply for, open, and fund an Account with Interest Financial LLC. New prospective clients must meet the eligibility requirements and adhere to the terms and conditions of Interest Financial LLC's Advisory Agreement. Current Clients must adhere to the terms and conditions of the Refer-a-Friend Program Agreement, and their Accounts must be in and remain in good standing, as determined by Interest Financial LLC in its sole discretion. The Bonus may not be immediately withdrawn from the Account, and any Bonus must remain in the Client's Account for a minimum of 30 days. Please see the Referral Program Terms and Referral Disclosure Statement listed on Interest Financial LLC website under the Important Legal Disclosures. Participation in the Refer-a-Friend program is not available to non-U.S. residents or individuals who regularly provide investment advisory services to Clients in any U.S. state or other ineligible persons. Interest Financial reserves the right to modify, extend or cancel the Refer-a-Friend program at any time without notice, in Interest Financial LLC's sole discretion.