

**Item 1: Cover Page**

**Crafted Finance, LLC**

**6523 California Ave SW #45  
Seattle, WA, 98136**

**Form ADV Part 2A & 2B – Firm Brochure**

**(650) 336-0598**

**Dated March 25, 2024**

**<http://www.craftedfinance.com>**

**(Virtual)**

This Brochure provides information about the qualifications and business practices of Crafted Finance, LLC, “CFL”. If you have any questions about the contents of this Brochure, please contact us at (650) 336-0598. 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.

Crafted Finance, LLC is registered as an Investment Adviser with the State of Washington. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about CFL is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov), which can be found using the firm’s identification number, 283318

## Item 2: Material Changes

Since the last update of this brochure on 2/23/24, the firm has no material changes to disclose:

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations, and routine annual updates as required by the Securities Act of Washington. Either this complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Crafted Finance, LLC.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov> by searching for our firm name or by our CRD number 283318.

You may also request a copy of this Disclosure Brochure at any time, by contacting us at (650) 336-0598.

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## Item 4: Advisory Business

### Description of Advisory Firm

Crafted Finance, LLC is registered as an Investment Adviser with the State of Washington. We were founded in February of 2016 as a Limited Liability Company. Jonathan David "Joe" Wride is the principal owner of CFL. CFL currently reports \$53,736,842 discretionary, and \$0 non-discretionary Assets Under Management. Assets Under Management were calculated as of December 31, 2023.

### Types of Advisory Services

#### Ongoing Financial Planning for a fixed cost

This service involves working one-on-one with a planner over an extended period. By paying an initial cost, followed by a fixed monthly or quarterly cost, Clients get to work with a planner who will work with them to develop and implement their plan and tackle projects that come along. The planner will monitor the plan, recommend any changes and ensure the plan is up to date.

Upon desiring a comprehensive plan, a Client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefit, retirement planning, insurance, investments, education funding, tax status, and estate planning. Once the Client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis and potential changes to their current situation will be reviewed with the Client. Clients purchasing this service will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve his or her stated financial goals and objectives.

If a follow-up meeting is required, we will meet at the Client's convenience. The plan and the Client's financial situation and goals will be monitored throughout the year and follow-up phone calls, emails, and/or meetings will be made with the Client to confirm that any agreed upon action steps have been carried out. On an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any needed updates will be implemented at that time.

Financial planning involves an evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information, and analysis will be considered as they affect and are affected by the entire financial and life situation of the Client.

In general, the financial plan will address any or all the following areas of concern. The Client and advisor will work together to select specific areas to cover. These areas may include, but are not limited to, the following:

- **Financial Goals:** We will help Clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.
- **Cash Flow and Debt Management:** We will conduct a review of your income and expenses to determine your current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed your income. Advice may also be provided on which debts to pay off

first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts (such as money market funds) for such reserves, plus strategies to save desired amounts.

- **Systematic Savings Strategy:** We will help Clients determine how much and where to allocate their regular savings to reach their prioritized goals. This includes a determination of how long to save for each goal, and how or when to change this strategy if the situation dictates it.
- **Investment Analysis:** This may involve developing an asset allocation strategy to meet Clients' financial goals and risk tolerance, providing information on investment vehicles and strategies, reviewing employee stock options, grants, or purchase plans, as well as assisting you in establishing your own investment account at a selected broker/dealer or custodian. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.
- **Retirement Planning:** Our retirement planning services typically include projections of your likelihood of achieving your financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (e.g., working longer, saving more, spending less, shifting assets into income, or taking more risk with investments).

If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

- **Business Planning:** We provide consulting services for Clients who currently operate their own business, are considering starting a business, or are planning for an exit from their current business. Under this type of engagement, we work with you to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals.
- **College and/or Private K-12 Planning:** Includes projecting the amount that will be needed to achieve primary, secondary, college, or other post-secondary education funding goals, along with advice on ways for you to save the desired amount. Recommendations as to savings strategies are included, and, if needed, we will review your financial picture as it relates to eligibility for financial aid, withdrawal strategies when bills are due, or the best way to contribute for grandchildren (if appropriate).
- **Employee Benefits Optimization:** We will provide review and analysis as to whether you, as an employee, are taking the maximum advantage possible of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.

- **Insurance and Risk Management:** Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home, and automobile. A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance (“self-insuring”).
- **Tax Planning Strategies:** Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we may make recommendations on which type of account(s) or specific investments should be owned based in part on their “tax efficiency,” with the consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may impact your situation. We recommend that you consult with a qualified tax professional before initiating any tax planning strategy, and we may provide you with contact information for accountants or attorneys who specialize in this area if you wish to hire someone for such purposes. We will participate in meetings or phone calls between you and your tax professional with your approval.
- **Estate Planning:** This usually includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts, and other related documents. Our advice also typically includes ways for you to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts. We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.

### **Investment Management Services**

We are in the business of managing individually tailored investment portfolios. Our firm provides continuous advice to a Client regarding the investment of Client funds based on the individual needs of the Client. Through personal discussions in which goals and objectives based on a Client's circumstances are established, we develop a Client's personal investment policy or an investment plan with an asset allocation target and create and manage a portfolio based on that policy and allocation targets. We will also review and discuss a Client's prior investment history, as well as family composition and background.

Account supervision is guided by the stated objectives of the Client (e.g., maximum capital appreciation, preservation of principal, growth, income, or growth and income), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Costs pertaining to this service are outlined in Item 5 of this brochure.

### **Use of Sub-Advisors (Atria Investments, LLC, Altruist, and Betterment LLC)**

We offer the use of Sub-Advisors (Atria Investments, LLC, Altruist, and Betterment LLC) for portfolio management services. We assist Clients in selecting an appropriate allocation model, completing the Outside Manager's

investor profile questionnaire, interacting with the Outside Manager and reviewing the Outside Manager. Our review process and analysis of outside managers is further discussed in Item 8 of this Form ADV Part 2A. Additionally, we will meet with the Client on a periodic basis to discuss changes in their personal or financial situation, suitability, and any new or revised restrictions to be applied to the account. Costs pertaining to this service are outlined in Item 5 of this brochure. A copy of the sub-advisors' brochure or Part 2 of its Form ADV will be provided to the client.

### **Project Based Financial Planning Services**

We may provide short-term project based financial planning services on topics such as retirement planning, business planning, risk management, college savings, cash flow, debt management, work benefits, real estate, tax avoidance, and estate and incapacity planning. The client and advisor will work together to select financial planning areas, the duration of the project and negotiate and agree upon a fixed cost in writing.

### **Employee Benefit Plan Services**

Our firm provides employee benefit plan services to employer plan sponsors on an ongoing basis. Generally, such services consist of assisting employer plan sponsors in establishing, monitoring and reviewing their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include investment options, plan structure, and participant education.

In providing employee benefit plan services, our firm does not provide any advisory services with respect to the following types of assets: employer securities, real estate (excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets, other illiquid investments, or brokerage window programs (collectively, "Excluded Assets").

### **Client Tailored Services and Client Imposed Restrictions**

We offer the same suite of services to all our Clients. However, specific Client investment plans and their implementation are dependent upon the Client Investment Policy Statement which outlines each Client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a Client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

### **Wrap Cost Programs**

We do not participate in wrap cost programs.

### **CCR Section 260.235.2 Disclosure**

For Clients who receive our Financial Planning services, we must state when a conflict exists between the interests of our firm and the interests of our Client. The Client is under no obligation to act upon our recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through our firm.

**CCR Section 260.238 (k)** provides that failing to disclose to a client in writing before entering or renewing an advisory agreement with that client any material conflicts of interest regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice does not promote "fair, equitable or ethical principles".

## Item 5: Fees and Compensation

Please note, unless a Client has received the firm's Disclosure Brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated by the Client within five (5) business days of signing the contract without incurring any advisory costs. How we are paid depends on the type of advisory service we are performing. Please review the cost and compensation information below.

### Ongoing Financial Planning for a fixed cost

The minimum number of billable hours per month is 1 hour.

The costs are negotiable and set forth below:

#### Artisan

This comprehensive financial planning service is tailored to clients with essential financial planning needs. Artisan Financial Planning covers the following areas:

- Goal setting
- Cash flow and debt management
- Systematic savings planning
- Investment advice
- Retirement planning
- Business planning
- College and/or private k-12 planning
- Employee benefits planning
- Insurance and risk management
- Tax planning
- Estate planning.

CFL will charge an initial cost of \$3,000 paid monthly or quarterly followed by an ongoing cost paid monthly or quarterly in arrears, at a rate of \$250 per month. That the initial cost pays for the first year to create the plan and the monthly or quarterly costs (waived first year) pays for the second year and however long it takes to implement the plan or meet the objectives and needs of the client. The ongoing cost is determined based on the estimated working hours to accomplish the tasks to meet the objectives and needs of the client.

For example: In year 1 an Artisan services client will pay a total of \$3,000, in increments of \$250 per Month, or \$750 per Quarter.

*Pursuant to WAC 460-24A-106(1)(b)(ii) and WAC 460-24A-135, in all instances, the Adviser will send the client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself and the time period covered by the fee. The Adviser will send these to the client concurrent with the request for payment or payment of the Adviser's advisory fees. If no service is provided, any unearned fees will be refunded. We urge the client to compare this information with the fees listed in the account statement.*

#### Artisan Plus

This service is tailored to clients with complex needs beyond essential financial planning. In addition to the Artisan services above, Artisan Plus is for clients who need financial consult when any of the following apply:



- A liquid net worth in excess of \$1,000,000 and taxable income > \$250,000
- Multiple real estate parcels
- Stock compensation from an employer
- Transitioning from working to retirement
- Support executing transactions to reduce tax, transfer wealth, or change an estate plan
- Transferring ownership of a business.

Your advisor may quote Artisan Plus upon learning the complexity of your financial planning needs. CFL will charge an upfront fee of \$3,000 followed by an ongoing fee paid monthly or quarterly in arrears, at a rate of \$250 per month. The upfront portion of the Financial Planning fee is for Client onboarding, data gathering, and setting the basis for the financial plan. This work will commence immediately after the fee is paid, and will be completed within the first 60 days of the date the fee is paid. Therefore, the upfront portion of the fee will not be paid more than 6 months in advance. The ongoing cost is determined based on the estimated working hours to accomplish the tasks to meet the objectives and needs of the client.

For example: In year 1 an Artisan Plus services client will pay a total of \$6,000. The year 1 breakdown is an upfront fee of \$3,000, followed by an ongoing fee payable in increments of \$250 per Month, or \$750 per Quarter.

*Artisan and Artisan Plus:* The final costs are based on complexity, types of household assets, the type of client (primarily income, as set forth immediately above), the specific financial planning services (discussed in Item 4 above) that will be included, and the needs of the client. Employer sponsored retirement plan consulting is included at no extra cost for financial planning clients.

**Note:**

1. We issue invoices that outline all the tasks and associated hours for the previous billing period.
2. At that point, we reconcile the fees earned with the fees paid.
  - a. If fees paid exceed fees earned we issue a refund for the excess.
  - b. If fees earned exceed fees paid, the earned-but-unpaid fees will be included in the next billing period(s), not to exceed a calendar year. We will obtain written consent (via updated advisory contract or an addendum) from the client for earned-but-unpaid fees each billing period.

*Pursuant to WAC 460-24A-106(1)(b)(ii) and WAC 460-24A-135, in all instances, the Adviser will send the client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself and the time period covered by the fee. The Adviser will send these to the client concurrent with the request for payment or payment of the Adviser's advisory fees. If no service is provided, any unearned fees will be refunded. We urge the client to compare this information with the fees listed in the account statement.*

**Project Based Financial Planning for a fixed cost**

Financial Planning will generally be offered on a fixed cost basis. The fixed cost will be agreed upon before the start of any work. The fixed cost can range between \$300 and \$5,000. The cost is negotiable and due upon completion of work, however, CFL will not bill an amount above \$500.00 more than 6 months in advance. Since costs are paid in arrears, no refund will be needed upon termination of the account.

Projects are calculated on a flat fee based upon our disclosed hourly rate of \$75 - \$200 and the actual time worked.

For example, if CF works for 5 hours on behalf of a client, their fee will be \$375 ( $\$75 \times 5$  hours) or up to \$1,000 ( $\$200 \times 5$ ) depending on complexity. The fee is negotiable in certain cases and is due at the completion of the engagement.

*Pursuant to WAC 460-24A-106(1)(b)(ii) and WAC 460-24A-135, in all instances, the Adviser will send the client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself and the time period covered by the fee. The Adviser will send these to the client concurrent with the request for payment or payment of the Adviser's advisory fees. If no service is provided, any unearned fees will be refunded. We urge the client to compare this information with the fees listed in the account statement.*

### **Financial Planning for an hourly cost**

Hourly Financial Planning engagements are offered at an hourly rate between \$75 and \$200 per hour, depending on complexity. The cost may be negotiable in certain cases and is due at the completion of the engagement. In the event of early termination by the Client, any costs for the hours already worked will be due. CFL may change the cost of financial planning from time to time. Any increase in costs shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new costs.

Clients may terminate the agreement without penalty within five business days of signing the agreement. Thereafter, clients may terminate the Financial Planning Agreement generally upon written notice. Upon completion of a written financial plan or any written update thereto, CFL will deliver the plan to the client. In the case of early termination prior to completion of the plan, CFL will deliver upon termination that portion of the plan that has been prepared.

Costs for Ongoing, Hourly, or Project-Based financial planning may be paid via check, EFT, credit card, or deducted from an account managed by CFL. This service may be terminated with 30 days' notice. Upon termination of any agreement, the cost will be prorated, and any unearned cost will be refunded to the Client.

The initial planning engagement portion of the Ongoing Financial Planning cost is for Client onboarding, data gathering, and setting the basis for the financial plan. This work will commence immediately after the cost is paid and will be completed within the first 30 days of the date the cost is paid. Therefore, the initial planning engagement portion of the cost will not be paid more than 6 months in advance.

*Pursuant to WAC 460-24A-106(1)(b)(ii) and WAC 460-24A-135, in all instances, the Adviser will send the client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself and the time period covered by the fee. The Adviser will send these to the client concurrent with the request for payment or payment of the Adviser's advisory fees. If no service is provided, any unearned fees will be refunded. We urge the client to compare this information with the fees listed in the account statement.*

## Investment Management Services

Our standard advisory cost is based on the market value of the assets under management and is calculated as follows:

Account Value	Annual Advisory Cost
On the first \$1,000,000	0.50%
On the next \$10,000,000	0.25%
On amounts over \$11,000,000	No cost

The annual costs are negotiable, pro-rated and paid in arrears on a quarterly basis and are based on the average daily balance over the previous quarter. The initial cost will be calculated on a prorated basis based on the number of days remaining in the quarter upon commencement of service and the final cost will be calculated on a prorated basis based on the number of days elapsed in the quarter at the time termination becomes effective.

The advisory cost is a blended cost and is calculated by assessing the percentage rates using the predefined levels of assets as shown in the above chart resulting in a combined weighted cost. For example, an account valued at \$2,000,000 would pay an effective cost of 0.38% with the annual cost of \$7,500. The quarterly cost is determined by the following calculation:  $((\$1,000,000 \times 0.50\%) + (\$1,000,000 \times 0.25\%)) \div 4 = \$1,875$ . No increase in the annual cost shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

We calculate period-end account values after all dividends settle in the account, therefore, the account value used to calculate advisory costs may differ from that of the custodial account statement. Our billing invoice will indicate the total account value used to calculate the advisory cost.

Advisory costs are directly debited from Client accounts, or the Client may choose to pay by check. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated cost based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Since costs are paid in arrears, no refund will be needed upon termination of the account.

CFL does not charge advisory costs on the following account types

- 529 College Savings Plans
- Coverdell Education Savings Accounts

### Use of Sub-Advisors (Atria Investments, LLC, Altruist, and Betterment LLC)

The standard advisory cost for Atria Investments, LLC is based on the market value of the account and is calculated as follows:

**Atria Investments, LLC**

Account Value	Annual Advisory Cost	Atria Annual Cost Range	Total Annual Cost Range
<b>On the first \$1,000,000</b>	0.50%	0.10% - 0.15%	0.60% - 0.65%
<b>On the next \$10,000,000</b>	0.25%	0.08% - 0.10%	0.33% - 0.35%
<b>On amounts over \$11,000,000</b>	No cost	0.08% - 0.10%	0.08% - 0.10%

**Atria Investments, LLC's** annual costs are negotiable, pro-rated and paid in arrears on a quarterly basis and are based on the average daily balance over the previous quarter.

The advisory cost is a blended cost and is calculated by assessing the percentage rates using the predefined levels of assets as shown in the above chart resulting in a combined weighted cost. For example, an account valued at \$2,000,000 would pay an effective cost of 0.25% with the annual cost of \$9,500. The quarterly cost is determined by the following calculation:  $((\$1,000,000 \times 0.60\%) + (\$1,000,000 \times 0.35\%)) \div 4 = \$2,375$ . No increase in the annual cost shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

We calculate period-end account values after all dividends settle in the account, therefore, the account value used to calculate advisory costs may differ from that of the custodial account statement. Our billing invoice will indicate the total account value used to calculate the advisory cost.

Advisory costs are directly debited from Client accounts, or the Client may choose to pay by check. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated cost based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Since costs are paid in arrears, no refund will be needed upon termination of the account.

**Betterment LLC**

Total Assets	CFL's Annual Cost	Betterment Annual Cost	Total Annual Cost
<b>All Assets</b>	0.50%	0.20	0.70%

**Betterment, LLC's** annual costs are negotiable, pro-rated and paid in arrears on a quarterly basis and are based on the average daily balance over the previous quarter.

The advisory cost is a tiered cost and is calculated by assessing the percentage rates using the predefined levels of assets as shown in the above chart and applying the cost to the account value as of the last day of the previous quarter. No increase in the annual cost shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

We calculate period-end account values after all dividends settle in the account, therefore, the account value used to calculate advisory costs may differ from that of the custodial account statement. Our billing invoice will indicate the total account value used to calculate the advisory cost.

Advisory costs are directly debited from Client accounts, or the Client may choose to pay by check. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated cost based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Since costs are paid in arrears, no refund will be needed upon termination of the account.

When an Outside Manager is used, the Outside Manager will debit the Client’s account for both the Outside Manager’s cost, and CFL’s advisory cost, and will remit CFL’s cost to CFL. Please note, the above cost schedule does include the Outside Manager’s cost. No increase in the annual cost shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

Accounts initiated or terminated during a calendar quarter will be charged a pro-rated cost based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Upon termination of the account, any unearned cost will be refunded to the Client.

**Altruist**

<b>Account Value</b>	<b>Annual Advisory Cost</b>
<b>On the first \$1,000,000</b>	0.50%
<b>On the next \$10,000,000</b>	0.25%
<b>On amounts over \$11,000,000</b>	No cost

The annual costs are negotiable, pro-rated and paid in arrears on a quarterly basis and are based on the average daily balance over the previous quarter. The initial cost will be calculated on a prorated basis based on the number of days remaining in the quarter upon commencement of service and the final cost will be calculated on a prorated basis based on the number of days elapsed in the quarter at the time termination becomes effective.

The advisory cost is a blended cost and is calculated by assessing the percentage rates using the predefined levels of assets as shown in the above chart resulting in a combined weighted cost. For example, an account valued at \$2,000,000 would pay an effective cost of 0.38% with the annual cost of \$7,500. The quarterly cost is determined by the following calculation:  $((\$1,000,000 \times 0.50\%) + (\$1,000,000 \times 0.25\%)) \div 4 = \$1,875$ . No increase in the annual cost shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

We calculate period-end account values after all dividends settle in the account, therefore, the account value used to calculate advisory costs may differ from that of the custodial account statement. Our billing invoice will indicate the total account value used to calculate the advisory cost.

Advisory costs are directly debited from Client accounts, or the Client may choose to pay by check. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated cost based on the amount of time

remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Since costs are paid in arrears, no refund will be needed upon termination of the account.

Note: Lower costs for comparable services may be available from other sources. The combined total costs charged to the client will not exceed 2% of their assets under management (“AUM”) annually. In all instances, the Adviser will send the client a written invoice, including the cost, the formula used to calculate the cost, the cost calculation itself, the time period covered by the cost, and, if applicable, the amount of assets under management on which the cost was based. Also, the Adviser will include the name of the custodian(s) on your cost invoice. The Adviser will send these to the client concurrent with the request for payment or payment of the Adviser’s advisory costs. We urge the client to compare this information with the costs listed in the account statement.

**Employee Benefit Plan Services**

Plans less than \$5,000,000 in assets are calculated as follows:

Account Value	CFL’s Cost
On the first \$500,000	0.50%
On the next \$2,500,000	0.25%
On the next \$2,000,000	0.15%

Plans over \$5,000,000 in assets are calculated as follows:

An annualized cost for professional services will be assessed a \$10 per participating employee, plus:

- If less than \$12,500,000 in plan assets – \$1,250 per \$1,000,000 of plan assets.
- If between \$12,000,000 and \$25,000,000 in plan assets – \$1,000 per \$1,000,000 of plan assets.
- If over \$25,000,000 in plan assets – \$500 per \$1,000,000 of plan assets.

These costs are generally negotiable. CFL uses the value of the account as of the last business day of the billing period, after considering deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory cost is based. The initial cost will be calculated on a prorated basis based on the number of days remaining in the quarter upon commencement of service and the final cost will be calculated on a prorated basis based on the number of days elapsed in the quarter at the time termination becomes effective. Fees for this service are payable on a quarterly basis in arrears. Advisory fees are directly debited from Client accounts. An account may be terminated with written notice at least 15 calendar days in advance. Since fees are paid in arrears, no refund will be needed upon termination of the account.

**Other Types of Costs and Expenses**

Our costs are exclusive of brokerage commissions, transaction costs, and other related costs and expenses which may be incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as custodial costs, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer, and electronic fund costs, and other costs and taxes on brokerage accounts and securities transactions. Mutual fund and exchange-traded funds also charge internal management costs, which are disclosed in a fund's prospectus.

Such charges, costs, and commissions are exclusive of and in addition to our cost, and we shall not receive any portion of these commissions, costs, and costs.

Item 12 further describes the factors that we consider in selecting or recommending broker-dealers for Client's transactions and determining the reasonableness of their compensation (e.g., commissions).

We do not accept compensation for the sale of securities or other investment products including asset-based sales charges or service costs from the sale of mutual funds.

CCR Section 260.238(j) Disclosure

Please note, lower fees for comparable services may be available from other sources.

### **Item 6: Performance-Based Costs and Side-By-Side Management**

We do not offer performance-based costs and do not engage in side-by-side management.

### **Item 7: Types of Clients**

We provide financial planning and portfolio management services to individuals, high net-worth individuals, pension and profit sharing plans.

We do not have a minimum account size requirement.

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

Our primary method of investment analysis is Modern Portfolio Theory.

#### **Modern Portfolio Theory**

The underlying principles of MPT are:

- Investors are risk averse. The only acceptable risk is that which is adequately compensated by an expected return. Risk and investment return are related and an increase in risk requires an increased expected return.
- Markets are efficient. The same market information is available to all investors at the same time. The market prices every security fairly based upon this equal availability of information.
- The design of the portfolio is more important than the selection of any particular security. The appropriate allocation of capital among asset classes will have far more influence on long-term portfolio performance than the selection of individual securities.
- Investing for the long-term (preferably longer than ten years) becomes critical to investment success because it allows the long-term characteristics of the asset classes to surface.
- Increasing diversification of the portfolio with lower correlated asset class positions can decrease portfolio risk. Correlation is the statistical term for the extent to which two asset classes move in tandem or opposition to one another.

**Use of Outside Managers:** We may refer Clients to third-party investment advisers ("outside managers"). Our analysis of outside managers involves the examination of the experience, expertise, investment philosophies, and past performance of the outside managers to determine if that manager has demonstrated an ability to invest over a period and in different economic conditions. We monitor the manager's underlying holdings, strategies, concentrations, and leverage as part of our overall periodic risk assessment. Additionally, as part of our due diligence process, we survey the manager's compliance and business enterprise risks. A risk of investing with an outside manager who has been successful in the past is that he or she may not be able to replicate that

success in the future. In addition, as we do not control the underlying investments in an outside manager's portfolio. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our Clients. Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

### **Passive Investment Management**

We primarily practice passive investment management. Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner to achieve the desired relationship between correlation, risk, and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. The funds that are used to build passive portfolios are typically index mutual funds or exchange-traded funds.

Passive investment management is characterized by low portfolio expenses (i.e., the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal).

In contrast, active management involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark.

### **Material Risks Involved**

**All investing strategies we offer involve risk and may result in a loss of your original investment which you should be prepared to bear.** Many of these risks apply equally to stocks, bonds, commodities, and any other investment or security. Material risks associated with our investment strategies are listed below.

**Market Risk:** Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.

**Strategy Risk:** The Adviser's investment strategies and/or investment techniques may not work as intended.

**Small and Medium Cap Company Risk:** Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the Client's portfolio.

**Turnover Risk:** At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.

**Limited markets:** Certain securities may be less liquid (harder to sell or buy) and their prices may at times be more volatile than at other times. Under certain market conditions, we may be unable to sell or liquidate investments at prices we consider reasonable or favorable or find buyers at any price.

**Concentration Risk:** Certain investment strategies focus on asset-classes, industries, sectors or types of investment. From time to time these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.



**Interest Rate Risk:** Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

**Legal or Legislative Risk:** Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

**Inflation:** Inflation may erode the buying power of your investment portfolio, even if the dollar value of your investments remains the same.

### **Risks Associated with Securities**

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

**Commercial Paper** is, in most cases, an unsecured promissory note that is issued with a maturity of 270 days or less. Being unsecured the risk to the investor is that the issuer may default.

**Common stocks** may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

**Corporate Bonds** are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on factors such as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.

**Bank Obligations** including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.

**Municipal Bonds** are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds pay a lower rate of return than most other types of bonds. However, because of a municipal bond's tax-favored status, investors should compare the relative after-tax return to the after-tax return of other bonds, depending on the investor's tax bracket. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk, and liquidity and valuation risk.

**Options and other derivatives** carry many unique risks, including time-sensitivity, and can result in the complete loss of principal. While covered call writing does provide a partial hedge to the stock against which the call is written, the hedge is limited to the amount of cash flow received when writing the option. When selling covered calls, there is a risk the underlying position may be called away at a price lower than the current market price.

**Exchange Traded Funds** prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds may not track underlying benchmarks as expected. ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) trading of an ETF's shares may be halted if

the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. The Adviser has no control over the risks taken by the underlying funds in which the Clients invest.

**Investment Companies Risk.** When a Client invests in open-end mutual funds or ETFs, the Client indirectly bears its proportionate share of any costs and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, many of which may be duplicative. In addition, the Client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives).

## **Item 9: Disciplinary Information**

### **Criminal or Civil Actions**

CFL and its management have not been involved in any criminal or civil action.

### **Administrative Enforcement Proceedings**

CFL and its management have not been involved in administrative enforcement proceedings.

### **Self-Regulatory Organization Enforcement Proceedings**

CFL and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of CFL or the integrity of its management. CFL or any management persons have not been subject to any self-regulatory organization (SRO) proceedings.

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

No CFL employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

No CFL employee is registered, or have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

CFL does not have any related parties. As a result, we do not have an arrangement with any related persons (e.g. broker-dealer, municipal securities dealer, or government securities dealer or broker, investment company or other pooled investment vehicle including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), other investment adviser or financial planner, futures commission merchant, commodity pool operator, or commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, and/or sponsor or syndicator of limited partnerships.

CFL only receives compensation directly from Clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

### **Recommendations or Selections of Other Investment Advisers**

As referenced in Item 4 of this brochure, CFL recommends Clients to Outside Managers to manage their accounts. If we recommend an Outside Manager, please note that we do not share in their advisory cost. Our cost is separate and in addition to their compensation (as noted in Item 5) and will be described to you prior to engagement. You are not obligated, contractually or otherwise, to use the services of any Outside Manager we

recommend. Additionally, CFL will only recommend an Outside Manager who is properly licensed or registered as an investment adviser.

#### **Conflict of Interest Disclosure (CCR Section 260.238(k)).**

All material conflicts of interest under CCR Section 260.238(k) are disclosed regarding CFL, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

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

As a fiduciary, our firm and its associates have a duty of utmost good faith to act solely in the best interests of each Client. Our Clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all our dealings. The firm also adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc. and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

#### **Code of Ethics Description**

This code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory Clients. A summary of the Code of Ethics' Principles is outlined below.

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to Clients.
- Competence - Associated persons shall provide services to Clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to Clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- Confidentiality - Associated persons shall not disclose confidential Client information without the specific consent of the Client unless in response to proper legal process, or as required by law.
- Professionalism - Associated persons' conduct in all matter shall reflect the credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide a copy of its Code of Ethics to any Client or prospective Client upon request.

#### **Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest**

Neither our firm, its associates or any related person is authorized to recommend to a Client or effect a transaction for a Client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, etc.

#### **Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

Our firm and its “related persons” may buy or sell securities similar to, or different from, those we recommend to Clients for their accounts. To reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associates’ transactions in specific reportable securities transactions. Any exceptions or trading pre-clearance must be approved by the firm principal in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

### **Trading Securities At/Around the Same Time as Client’s Securities**

From time to time, our firm or its “related persons” may buy or sell securities for themselves at or around the same time as Clients. We will not trade non-mutual fund securities 3 days prior to the same security for Clients.

## **Item 12: Brokerage Practices**

### **Factors Used to Select Custodians and/or Broker-Dealers**

Crafted Finance, LLC does not have any affiliation with Broker-Dealers. Specific custodian recommendations are made to the Client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

#### **1. Research and Other Soft-Dollar Benefits**

We do not receive soft dollar benefits.

#### **2. Brokerage for Client Referrals**

We receive no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party. CFL has a membership with XYPN, through that membership the firm receives discounts and benefits from various third-party vendors. The following vendors are: XY Planning Network, NAPFA eMoney, and Wealthbox. The benefits come in the form of discounted services.

#### **3. Clients Directing Which Broker/Dealer/Custodian to Use**

We do recommend a specific custodian for Clients to use, however, Clients may custody their assets at a custodian of their choice. Clients may also direct us to use a specific broker-dealer to execute transactions. By allowing Clients to choose a specific custodian, we may be unable to achieve the most favorable execution of Client transaction, and this may cost Clients money over using a lower-cost custodian.

### **The Custodian and Brokers We Use (Betterment)**

CFL does not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us the authority to withdraw advisory costs from your account (see Item 15—Custody, below). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. We may recommend that our Clients use MTG, LLC dba Betterment Securities ("Betterment Securities"), a registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and are not affiliated with Betterment Securities. Betterment Securities will hold your assets in a brokerage account and buy and sell securities when we and/or you instruct them to. While we may recommend that you use Betterment Securities as custodian/broker, you will decide whether to do so and will open your account with Betterment Securities by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Betterment Securities, then we cannot manage your account on Betterment For Advisors (defined below).

## **Your Brokerage and Custody Costs**

For our Clients' accounts that Betterment Securities maintains, Betterment Securities generally does not charge you separately for custody services but is compensated as part of the Betterment For Advisors (defined below) platform cost, which is a percentage of the dollar amount of assets in the account in lieu of commissions. We have determined that having Betterment Securities execute trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "Factors Used to Select Custodians and/or Broker-Dealers").

## **Services Available to Us via Betterment For Advisors**

Betterment Securities serves as broker-dealer to Betterment For Advisors, an investment and advice platform serving independent investment advisory firms like us ("Betterment For Advisors"). Betterment For Advisors also makes available various support services which may not be available to Betterment's retail customers. Some of those services help us manage or administer our Clients' accounts, while others help us manage and grow our business. Betterment For Advisors' support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Betterment For Advisors' support services:

1. **SERVICES THAT BENEFIT YOU.** Betterment For Advisors includes access to a range of investment products, execution of securities transactions, and custody of Client assets through Betterment Securities. Betterment Securities' services described in this paragraph generally benefit you and your account.
2. **SERVICES THAT MAY NOT DIRECTLY BENEFIT YOU.** Betterment For Advisors also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our Clients' accounts, such as software and technology that may:
  - a. Assist with back-office functions, recordkeeping, and Client reporting of our Clients' accounts.
  - b. Provide access to Client account data (such as duplicate trade confirmations and account statements).
  - c. Provide pricing and other market data.
  - d. Assist with back-office functions, recordkeeping, and Client reporting.
3. **SERVICES THAT GENERALLY BENEFIT ONLY US.** By using Betterment For Advisors, we will be offered other services intended to help us manage and further develop our business enterprise. These services include:
  - a. Educational conferences and events.
  - b. Consulting on technology, compliance, legal, and business needs.
  - c. Publications and conferences on practice management and business succession.

## **Our Interest in Betterment Securities' Services**

The availability of these services from Betterment For Advisors benefits us because we do not have to produce or purchase them. In addition, we don't have to pay for Betterment Securities' services. These services may be contingent upon us committing a certain amount of business to Betterment Securities in assets in custody. We may have an incentive to recommend that you maintain your account with Betterment Securities, based on our interest in receiving Betterment For Advisors and Betterment Securities' services that benefit our business rather

than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of Betterment Securities as custodian and broker is in the best interests of our Clients. Our selection is primarily supported by the scope, quality, and price of Betterment Securities' services and not Betterment For Advisors and Betterment Securities' services that benefit only us.

### **The Custodian and Brokers We Use (Charles Schwab)**

The custodian and brokers we use maintain custody of your assets that we manage, although we may be deemed to have limited custody of your assets due to our ability to withdraw costs from your account (see Item 15 – Custody, below).

We recommend that our clients use Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. Even though your account is maintained at Schwab, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

Your brokerage and custody costs

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other costs on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction costs.

### **Aggregating (Block) Trading for Multiple Client Accounts**

Generally, we combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management costs. Subject to our discretion, regarding particular circumstances and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Outside Managers used by CFL may block Client trades at their discretion. Their specific practices are further discussed in their ADV Part 2A, Item 12.

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

Client accounts with the Investment Advisory Service will be reviewed regularly on a quarterly basis by Jonathan David "Joe" Wride, Investment Adviser Representative and CCO. The account is reviewed with regards to the Client's investment policies and risk tolerance levels. Events that may trigger a special review would be unusual performance, addition or deletions of Client imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per Client's needs.

Clients will receive trade confirmations from the broker(s) for each transaction in their accounts as well as monthly or quarterly statements and annual tax reporting statements from their custodian showing all activity in the accounts, such as receipt of dividends and interest.

CFL will not provide written reports to Investment Advisory Clients.

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

We do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our Clients. Nor do we, directly or indirectly, compensate any person who is not advisory personnel for Client referrals.

We receive a non-economic benefit from Betterment For Advisors and Betterment Securities in the form of the support products and services it makes available to us and other independent investment advisors whose Clients maintain their accounts at Betterment Securities. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices). The availability to us of Betterment For Advisors and Betterment Securities' products and services is not based on us giving particular investment advice, such as buying particular securities for our Clients.

#### **Item 15: Custody**

CFL does not accept custody of Client funds except in the instance of withdrawing Client costs.

For Client accounts in which CFL directly debits their advisory cost:

- i. CFL will send a copy of its invoice to the custodian while it sends the Client a copy.
- ii. The custodian will send at least quarterly statements to the Client showing all disbursements for the account, including the amount of the advisory cost.
- iii. The Client will provide written authorization to CFL, permitting them to be paid directly for their accounts held by the custodian.

Clients should receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains Client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the account statements or reports that we may provide to you. Our statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

#### **Item 16: Investment Discretion**

CFL has discretionary authority to determine the broker or dealer to be used for a purchase or sale of securities for a client's account. Investment discretion is explained to Clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the Client will execute a Limited Power of Attorney, which will grant our firm discretion over the account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the Client.

Advisor will have the discretion to facilitate the selection of, and changes to, the Betterment For Advisors portfolio allocation. Betterment For Advisors provides software tools for advisors to facilitate the purchase and sale of securities in the Client's accounts, including the amounts of securities to be bought and sold to align with the Client's goals and risk tolerance, through a series of 101 incremental model portfolio allocations ranging from 0% to 100% in equities.

## Item 17: Voting Client Securities

We do not vote Client proxies. Clients will receive their proxies or other solicitations directly from their custodian or a transfer agent. Clients can contact CFL with any questions about the proxy solicitation.

## Item 18: Financial Information

Registered Investment Advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to Clients, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of Client funds or securities or require or solicit prepayment of more than \$500 in costs per Client six months in advance.

## Item 19: Requirements for State-Registered Advisers

### A. Educational Background and Business Experience of Principal Officer

Refer to Part(s) 2B for background information about our principal executive officers, management personnel and those giving advice on behalf of our firm.

### B. Other Business Activities of Principal Officer

Our firm is not actively engaged in any business other than giving investment advice that is not already disclosed above.

### C. Performance Fee Calculations

Neither our firm, nor any persons associated with our firm are compensated for advisory services with performance-based fees. Refer to the *Performance-Based Fees and Side-By-Side Management* section above for additional information on this topic.

### D. Disciplinary Information *There are no legal, civil or disciplinary events to disclose regarding Crafted Finance or Joe Wride.*

Neither our firm, nor any of our management persons have any reportable arbitration claims, civil, self-regulatory organization proceedings, or administrative proceedings.

### E. Material Relationships with Issuers of Securities

Neither our firm, nor any of our management persons have a material relationship or arrangement with any issuer of securities.



**Crafted Finance, LLC**  
**6523 California Ave SW #45**  
**Seattle, WA, 98136**  
**(650) 336-0598**

**Dated March 25, 2024**

<http://www.craftedfinance.com>

(Virtual)

## Form ADV Part 2B – Brochure Supplement

*For*

**Jonathan David "Joe" Wride 5634043**

Investment Adviser Representative, and Chief Compliance Officer

This brochure supplement provides information about Jonathan David "Joe" Wride that supplements the Crafted Finance, LLC ("CFL") brochure. A copy of that brochure precedes this supplement. Please contact Jonathan David "Joe" Wride if the CFL brochure is not included with this supplement or if you have any questions about the contents of this supplement.

Additional information about Jonathan David "Joe" Wride is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) which can be found using the identification number 5634043.

## Item 2: Educational Background and Business Experience

Jonathan David "Joe" Wride

Born: 1983

### Educational Background

- 2006 – Bachelor of Science Business Administration, Washington State University

### Business Experience

- 02/2016 – Present, Crafted Finance, LLC, Investment Adviser Representative and CCO
- 02/2009 – 05/2016, KMS Financial Services, Inc d/b/a Sage Advisors, LLC, Client Advisor
- 07/2007 – 02/2009, Sage Advisors, LLC, Director of Insurance
- 06/2006 – 06/2007, Pacific Wealth Advisors, LLC, Account Administrator

### Professional Designations, Licensing & Exams

**CFP (Certified Financial Planner)®:** The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and several other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with Clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a bachelor’s degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning.
- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and Client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real-world circumstances.
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board’s *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.  
  
CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### **Item 3: Disciplinary Information**

No management person at Crafted Finance, LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Jonathan David "Joe" Wride has not been subject to any criminal actions, revocations, or suspensions.

### **Item 4: Other Business Activities**

Jonathan David "Joe" Wride is not involved with outside business activities.

### **Item 5: Additional Compensation**

Jonathan David "Joe" Wride does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through CFL.

### **Item 6: Supervision**

Jonathan David "Joe" Wride, as Investment Adviser Representative and Chief Compliance Officer of CFL, is responsible for supervision. He may be contacted at the phone number on this brochure supplement.

### **Item 7: Requirements for State Registered Advisers**

Jonathan David "Joe" Wride has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.