

Zoe Financial, Inc.
Firm Brochure - Form ADV Part
2A

September 23, 2024

Zoe Financial
c/o Studio by Tishman Speyer
666 Third Ave, 6th Floor
New York, NY 10017
support@zoefin.com
<https://zoefin.com>

This brochure provides information about the qualifications and business practices of Zoe Financial, Inc. If you have any questions about the contents of this brochure, please contact us at (646) 680-9244 or by email at: support@zoefin.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Zoe Financial, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. Zoe Financial, Inc.'s CRD number is: 285158.

Registration does not imply a certain level of skill or training.

Item 2: Material Changes

The material changes in this brochure from the last annual updating amendment of Zoe Financial, Inc. on 03/2024 are described below.

- Cover Page - Zoe Financial moved to a new office in September 2023.
- Added additional information to Item 14, regarding investors in Zoe.

Item 3: Table of Contents

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

Item 4: Advisory Business

Zoe Financial, Inc. (hereinafter “ZOEFIN”) is a Corporation organized in the State of Delaware. The firm was formed in June 2016, and the principal owner is Andres Garcia.

Adviser Referral Services

ZOEFIN refers User’s to registered investment advisers. We collect information from User’s and provide referrals through our interactive website. Prior to engaging ZOEFIN, a User must fill out a digital form on our website, <https://zoefin.com>. ZOEFIN currently collects data, including age, annual household income, financial goals (which could include retirement, home purchase, family planning, investments, taxes, or something else) and if the user owns any cash, real estate, investment accounts, or retirement accounts, and zip code. Based on the information provided by the User through its platform, this profile assists in the matching of Investment Advisers that have been previously vetted and best align with the User’s answers provided in the digital form. Data points collected can vary and can change if necessary to enhance the matching service. Zoe’s matching services do not consider user’s individual risk profile and individual investment objectives, given the limited nature of its matching service. Such determinations are the responsibility of the Advisor, should the user ultimately chose to work with them, in connection with its implementation of specific investment strategies for the User. Some User’s may only receive one recommended Adviser based on the answers given by the client on the interactive website. The User’s may then choose to work with a recommended Adviser. The User determines whether to enter into an advisory relationship with one of the recommended Advisers. As part of our vetting process, we determine whether Advisers accessible through our website are registered as an investment adviser and what their areas of focus and expertise are.

We do not review the ongoing performance of the third-party adviser, do not effect changes for the User’s account, and do not provide investment recommendations to the User’s. User’s will be provided a copy of the recommended Adviser’s Form ADV Part 2A and should be aware that they can obtain investment advisory services directly from the recommended Adviser or other Advisers of the User’s choice.

Our services are limited to making referrals to other registered investment advisers. The Advisor that the User ultimately chooses to work with is responsible for determining and implementing specific investment strategies for the User.

ZOEFIN is not a current client of any investment adviser included on the Zoe Advisor Network.

Item 5: Fees and Compensation

Adviser Referral Fees

If the referred User enters into an advisory relationship with one of the recommended Advisers, that Adviser will pay ZOEFIN a portion of the fee it charges to its clients. User’s will receive a disclosure statement that details the fee sharing arrangement. User’s of Zoe’s matching service do not pay a fee for using the matching service on Zoe’s website, or through any third party

websites that may link to Zoe.

ZOEFIN charges Advisors an implementation fee that varies based on the level of service provided, as well as an ongoing membership fee per Advisor. Some advisors pay a higher rate than others for ZOEFIN'S services. This creates a conflict of interest in that ZOEFIN would have an incentive to refer User's to Investment Advisers that provide ZOEFIN with a higher implementation fee or membership fee. ZOEFIN's algorithms are designed and intended to act in the best interests of the User, including when determining to which investment advisers to refer to a User. Fees that advisors pay Zoe are not integrated into the matching algorithm to mitigate those conflicts of interest. ZOEFIN obtains the Advisers ADV Part 2A to verify their registration status.

In some situations, ZOEFIN receives a one-time referral fee from an Adviser on the network instead of an ongoing percentage of the management fee. At no time is a client or potential client charged for any referral fees.

Because Zoe Financial's contractual relationship with Advisors includes compensation from Advisors for their participation on the Zoe Advisor Network, Zoe Financial has a material conflict of interest in referring Advisors to prospective clients.

Item 6: Performance-Based Fees and Side-By-Side Management

ZOEFIN does not charge performance-based fees or provide side-by-side management.

Item 7: Types of Clients

ZOEFIN provides referral services to Retail Investors that utilize our web platform to match its User's with appropriate Advisors who can provide User's with Financial Advisory services.

Item 8: Methods of Analysis, Investment Strategies, & Risk of Loss

ZOEFIN's process consists of conducting due diligence on prospective Registered Investment Advisers ("RIA") and their Investment Adviser Representatives ("IAR"). The diligence process includes, but is not limited to, reviewing that RIA's must generally be: (1) financial planning centric; (2) have a number of IARs that possess certain advanced designations, such as the CFA, CFP, CPA and/or a graduate degree in business administration; and (3) have no material disciplinary disclosures. ZOEFIN may also conduct calls to discuss any information it collects during its diligence process. Zoe reviews the RIA's Form ADV Parts 1A and 2A and Form CRS, as well as any other relevant and available data such as websites and general news available via a google search.

Provided the RIA meets Zoe's above criteria, ZOEFIN then reviews the IAR's responses to its

questionnaire, his/her CRD record, Form U4 and Form ADV Part 2B.

Once the due diligence is complete and the RIA and IAR's of the RIA are approved, it may refer User to the approved investment advisers, however ZOEFIN cannot ensure that those Advisers will perform as desired, and we will have no control over the day-to-day operations of any recommended Advisers. ZOEFIN would not be aware of certain activities at its recommended Advisers, including, without limitation, an Adviser engaging in unreported risks, investment "style drift" or even regulatory breaches or fraud. On a yearly basis, Zoe collects the third party advisors annually updated 2A brochure to review for any disciplinary issues, and financial issues. Additionally, ZOEFIN cannot guarantee that a User's financial goals will be attained through its recommended Advisers and User's should understand the inherent risks associated with any type of investments they participate in.

Item 9: Disciplinary Information

ZOEFIN has no criminal or civil actions or administrative or self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

ZOEFIN and some ZOEFIN employees are registered as broker/dealer and a representative of a broker/dealer respectively. ZOEFIN application to become a FINRA Member Firm was approved on April 14, 2024.

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

Neither ZOEFIN nor its supervised persons are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Neither ZOEFIN nor its supervised persons have any financial affiliations material to its business that would present a possible conflict of interest.

D. Recommendation of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

ZOEFIN refers User's to Investment Advisers based on a due diligence process and

algorithmic processes based on the data provided by the User and the data it retains of each Investment Adviser. ZOEFIN will be compensated via a fee share from the recommended advisers or a one-time referral fee when a User elects to enter into an advisory relationship with that adviser. ZOEFIN has no control over the Investment Advisory fees charge to each User. User's should discuss the fee structure with the Investment Adviser and review the Investment Adviser's 2A Brochure.

This creates a conflict of interest in that ZOEFIN would have an incentive to refer User's to Investment Advisers that provide ZOEFIN with a larger fee share or pay such fee share on a schedule more favorable to ZOEFIN. To mitigate this risk, Zoe's matching algorithm does not account for fees generated from Investment Advisers on its platform. User's of ZOEFIN are not obligated to work with any recommended Investment Advisers. ZOEFIN's algorithms are designed and intended to act in the best interests of the User, including when determining to which investment advisers to refer to a User. ZOEFIN obtains the Advisers ADV Part 2A to verify their registration status.

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

ZOEFIN has a written Code of Ethics that includes but is not limited to Prohibited Activities, Conflicts of Interest, Confidentiality, Compliance with Laws and Regulations, Reporting Violations, Training and Education, and Recordkeeping. ZOEFIN's Code of Ethics is available free upon request.

Item 12: Brokerage Practices

This item is not applicable to the business activities of ZOEFIN.

Item 13: Review of Accounts

This item is not applicable to the business activities of ZOEFIN.

Item 14: Client Referrals and Other Compensation

ZOEFIN's compensation is mostly derived from referrals of User's of its website to other Investment Advisers. Investment Advisers pay a referral fee to ZOEFIN but are prohibited from charging any part thereof to the User's.

ZOEFIN has arrangements in place with certain non-affiliated third party solicitors, under which such solicitors refer clients to us in exchange for a fixed amount per client referred. Such compensation creates an incentive for the solicitors to refer clients to us, which is a conflict of interest for the solicitors. Rule 206(4)-1 of the Advisers Act addresses this conflict of interest by, among other things, requiring disclosures of whether the solicitor is a client or a non-client and a

description of the material conflicts of interest and material terms of the compensation arrangement with the solicitor.

Accordingly, we require third party solicitors who introduce potential clients to us to referred clients, in writing: whether the solicitor is a client or a non-client; that the solicitor will be compensated for the referral; the material conflicts of interest arising from the relationship and/or compensation arrangement; and the material terms of the compensation arrangement, including a description of the compensation to be provided for the referral.

ZOEFIN also has a separate solicitor agreement with Ethic, Inc., a Registered Investment Advisor. ZOEFIN refers other Registered Investment Advisors to Ethic, Inc for portfolio management of client assets. ZOEFIN is compensated based on a percentage of assets under management for those client accounts managed by Ethic, Inc. A conflict of interest exists, because ZOEFIN has financial incentive to promote Ethic, Inc., to RIA's on its platform.

As of May 2022, Creative Planning, LLC, and affiliates from CapFinancial, LLC, Mariner, LLC dba Mariner Wealth Advisors, Sequoia Financial Advisors, LLC, Perigon Wealth Management, LLC, and Falcon Wealth Planning, Inc., now have vested ownership interest in Zoe Financial. These RIA's and RIA affiliates are also on the Zoe platform and may have clients referred to them by Zoe through their matching system. As a result, a conflict of interest exists among the RIA, RIA affiliates and Zoe in the form of increased financial incentives by being referred clients. To mitigate this conflict of interest, Zoe continues to refer potential clients to advisors solely based on that individual's answers to questions during the potential client's onboarding process, and does not give preferential treatment on the number of referrals sent to these new owners.

Item 15: Custody

This item is not applicable to the business activities of ZOEFIN.

Item 16: Investment Discretion

This item is not applicable to the business activities of ZOEFIN.

Item 17: Voting Client Securities (Proxy Voting)

This item is not applicable to the business activities of ZOEFIN.

Item 18: Financial Information

ZOEFIN does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance. In addition, ZOEFIN is required to disclose any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. ZOEFIN has no disclosures pursuant to this Item.