

# **Boston Harbor Wealth Advisors, LLC**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: June 14, 2018**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Boston Harbor Wealth Advisors, LLC (“BHWA” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (978) 767-8667.

BHWA is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through BHWA to assist you in determining whether to retain the Advisor.

Additional information regarding BHWA and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 282486.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of BHWA.

BHWA believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. BHWA encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

- The Advisor has provided additional disclosure to the Wrap Fee Disclosures, please see Item 4 for additional language.
- The Advisor has been receiving loans from Raymond James & Associates, Inc. Please see Item 14 for additional language.

### 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 regulators. 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 BHWA.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 282486. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (978) 767-8667.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

Boston Harbor Wealth Advisors, LLC (“BHWA” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). BHWA is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Massachusetts. BHWA was founded in June 2015 and is owned by Matthew A. Davis (Principal), Ryan D. Hendrickson (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by BHWA.

The Advisor serves as a fiduciary to Clients, as defined under applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

### **B. Advisory Services Offered**

BHWA offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations and retirement plans in the Commonwealth of Massachusetts and other states (each referred to as a “Client”).

#### Investment Management Services

BHWA provides customized investment advisory solutions for its Clients, through either the Raymond James Passport, Ambassador and third party money manager platforms. The difference between the the Ambassador platform has a “bundle” or “wrap fee”, as detailed in Raymond James & Associates Inc. (“RJA”) Wrap Fee Brochure, while on the Passport platform custody and execution fees are separate from the Advisor’s fees and paid by the Client. In certain instances, BHWA may provide its services on a non-discretionary basis. In providing services to Clients BHWA maintains continuous personal contact and interaction in order to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy.

BHWA will then construct a portfolio utilizing mutual funds, exchange-traded funds (“ETFs”) and /or individual equity and fixed income securities. The Advisor may also utilize covered options and other types of investments, as appropriate, to meet the needs of a particular Client.

BHWA’s investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year for reasons that include, but are not limited to: changes in Client objectives; account inflows/outflows; security fundamentals and/or market conditions. The first step of the BHWA investment process is to determine the strategic asset allocation targets. Once BHWA establishes the long-term framework, it’s determined if the Advisor should tactically adjust the allocation targets based on the current market environment and short-term economic outlook. BHWA will construct, implement and monitor the portfolio in connection with the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

BHWA evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. BHWA may recommend, on occasion, redistributing investment allocations to diversify the portfolio. BHWA may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. BHWA may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

BHWA will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will BHWA accept or maintain custody of a Client's funds or securities. All Client assets will be managed within their designated account at the Custodian, pursuant to the terms of the investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices and Item 15 – Custody.

#### Investment Management Program for Advisory Clients ("IMPAC")

The Investment Management Program for Advisory Clients is a fee-based account, offered and administered through Raymond James Financial Services Inc. ("RJFSA"), in which Clients are provided with ongoing investment advice and monitoring of securities holdings. Advisory Persons of BHWA affiliated with RJFSA will manage your account on a discretionary or non-discretionary basis according to the Client's financial objectives. The account offers the ability to pay an asset-based advisory fee and a nominal processing fee in lieu of a commission for each transaction. RJFSA receives a portion of the advisory fee.

#### Financial Planning Services

BHWA will typically provide a variety of financial planning services to Clients, pursuant to a written financial planning agreement. Services are offered in a variety of areas and are often tailored to the Client's needs, goals, and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. BHWA may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary.

Financial planning and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

BHWA provides non-discretionary retirement plan advisory services for retirement plans (each a "Plan") and the sponsor of the Plan (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

Certain of these services are provided by BHWA serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of BHWA's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

### **C. Client Account Management**

Prior to engaging BHWA to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – BHWA in connection with the Client, will develop an investment strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – BHWA will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – BHWA will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – BHWA will provide investment management and ongoing oversight of the Client's investment portfolio.

### **D. Wrap Fee Programs**

BHWA also offers services through the RJA Wrap Fee Program, these services are:

#### Ambassador Program

BHWA offers services through the Ambassador platform. Services provided through the Ambassador platform, where BHWA is the manager of the wrap fee program, include the securities transaction fees for Client accounts as part of its overall investment advisory fee pursuant to the terms of the Raymond James & Associates Wrap Fee Brochure. (See Item 5 – Fees and Compensation below). The inclusion of these securities transaction costs into the investment advisory fee is generally considered a "wrap fee program". While traditional wrap fee programs often have a rigid set of investment options and uniform trading practices, BHWA customizes its investment advisory services for each of its Clients. The RJA Wrap Fee Program merely provides a structure for which BHWA may provide its investment management services under a single annualized advisory fee. A copy of the RJA Wrap Fee Brochure will also be provided to Clients.

In addition to the RJA Wrap Fee Program, certain Client accounts may be managed through a wrap fee program sponsored by Raymond James & Associates, Inc. ("RJA"). In such circumstances, the account will be managed by an Independent Manager and securities transaction costs will be included into the investment advisory fee. A copy of the RJA Wrap Fee Brochure will also be provided to Clients

#### Outside Manager Program ("OSM")

Through the OSM program, an unaffiliated money manager ("Independent Manager") will manage all or a portion of the Client's portfolios. BHWA will select the Independent Manager using its discretionary authority. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its Clients' investment objectives and overall best interests.

In addition to the OSM program, BHWA also has access to the following managed account programs through its affiliation with Raymond James. These managed account programs typically offer wrap fees to Clients,

#### Freedom

The Freedom Account is an investment advisory account, which allocates Client assets, through discretionary mutual fund or ETF management, based upon the Client's financial objectives and risk tolerances. The Client appoints Raymond James & Associates, Inc. ("RJA") as an investment adviser to select the representative funds

and monitor performance on a continuing basis. BHWA or its Advisory Persons may receive a portion of the fee for services provided under the agreement. For further information refer to the RJA Wrap Fee Program Brochure.

#### Freedom UMA

The Freedom Unified Managed Account (“UMA”) is an investment advisory account which, like the Freedom account, allows allocation of assets through discretionary mutual fund or ETF management, based upon the Client’s financial objectives and risk tolerances. Additionally, assets may be invested through affiliated or unaffiliated Independent Managers registered with the SEC with which RJA has entered into a sub advisory agreement. BHWA or its Advisory Persons may receive a portion of the fee for services provided under the agreement. For further information refer to the RJA Wrap Fee Program Brochure.

#### Raymond James Consulting Services (RJCS) Program

The Client appoints RJA, as an investment adviser, to select certain portfolio managers, monitor performance of account[s], provide accounting and other administrative services, and assist portfolio managers with certain trading activities. Based upon the Client’s financial needs and investment objectives, BHWA will assist the Client in selecting Independent Manager(s). BHWA or its Advisory Persons may receive a portion of the fee. For further information refer to the RJA Wrap Fee Program Brochure.

#### Eagle High Net Worth

The Client appoints Eagle Asset Management as an investment adviser. Eagle is a wholly owned subsidiary of Carillon Tower Advisers, Inc. (“CTA”), a wholly owned subsidiary of Raymond James Financial, Inc. (“RJF”) and an affiliate of Raymond James. The Client may select one or more investment objectives. Eagle will manage the Client’s account[s] in accordance with the Client’s financial needs and investment objectives on a discretionary basis. Services provided to you include assisting you in choosing the appropriate Eagle objective, monitoring your performance, communication reports, and other administrative services. BHWA or its Advisory Persons may receive a portion of the fee. For further information refer to the RJA Wrap Fee Program Brochure.

#### Russell Model Strategies Program

The Russell program is a mutual fund wrap advisory service that provides you the opportunity to allocate assets among various asset classes that cover a variety of investment objectives; it is an asset allocation-based investment program investing in Russell Investment Company mutual funds. Russell develops model portfolios and selects the underlying funds populating the respective model strategy. BHWA will assist in selecting the appropriate strategy based upon the Client’s financial needs and investment objectives. RJA will annually rebalance the account[s] to the original allocation. BHWA or its Advisory Persons may receive a portion of the fee. For further information refer to the RJA Wrap Fee Program Brochure.

#### Raymond James Research Portfolios Program

The Raymond James Research Portfolios (“RJRP”) Program offers Clients a managed account investment choice that leverages off the research services of RJA’s equity and fixed income capital markets divisions. Although the only discipline initially available through the RJRP program is the Equity Income portfolio, the AMS Investment Committee anticipates that additional portfolio options will be added to the program over time, including portfolios composed of fixed income securities as well as additional equity-based portfolios. For further information refer to the RJA Wrap Fee Program Brochure.

#### American Funds Model Portfolios Program

The American Funds Model Portfolios Program (“American Funds Program”) is a mutual fund advisory service that provides Clients the opportunity to allocate assets among various asset classes that cover a variety of investment objectives (each an American Funds “Model”). Similar to the Freedom program, the American Funds Program is an asset allocation-based mutual fund investment program. However, unlike the Freedom program where the Investment Committee establishes the asset allocation and selects the Funds for investment, the American Funds Program invests exclusively in American Funds mutual funds (similar to the Russell Program described above). Upon the Client’s selection of a Model, the Client appoints RJA to manage each participating account on a discretionary basis with full power to effect buy, exchange and/or sell transactions of American Funds no-load mutual fund shares in predetermined model portfolios held in the client’s name. Capital Research and Management Company (“Capital Research”), the adviser to the American Funds family of mutual funds,



develops the portfolio asset allocation and selects the underlying funds populating each Model. For further information refer to the RJA Wrap Fee Program Brochure.

#### Outside Money Managers ("OMM")

Outside Money Managers ("OMM") are independent investment advisers who are not affiliated with BHWA or RJA. The Client enters into an advisory relationship with both RJFSA and the OMM, either through separate advisory agreements with both entities, or an advisory agreement, which includes the Client, the OMM, and RJFSA. Responsibilities of each party to the agreement, which may address matters including minimum account size, suitability, client meeting frequency, etc., are detailed in the agreement. Assets are not held at RJA. BHWA or its Advisory Persons may receive compensation through an advisory fee. Adviser OMM programs include Saratoga Capital Management, SEI Investments, and Morningstar Investment Services.

### **E. Assets Under Management**

As of December 31, 2017, BHWA manages the following assets:

Discretionary Assets	\$374,421,141
Non-Discretionary Assets	4,496,497
<b>Total Assets Under Management</b>	<b>\$379,917,648</b>

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of BHWA and the Client.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees range from 0.25% to 2.25% depending on the size and complexity of the Client relationship. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by BHWA will be independently valued by the Custodian. BHWA will not have the authority or responsibility to value portfolio securities.

#### Financial Planning Services

BHWA offers financial planning services either on an hourly basis, fixed rate or on an annual retainer. Hourly engagements are billed at a rate of up to \$500 per hour based on the scope, duration and complexity of services. Fixed fee engagements generally range from \$500 to \$10,000. Annual retainer fees range from \$500 to \$10,000 a year. Fees may be negotiable at the sole discretion of the Advisor. For hourly and fixed fee engagements, an estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services.

#### Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, at the end of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Plans are charged an annual asset-based fee ranging from 0.30% to 1.00%, which are negotiable and based on the size and complexity of the services provided to the Plan. Fees are based on the market value of assets in the plan on the last day of the calendar quarter.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees will be calculated by service agents engaged by the Advisor and deducted from the Client account[s] at the Custodian. The service agents will generate the invoice/instructions for the deduction of fees from



the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with BHWA at the end of the prior quarter. The Client will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement. The Clients shall provide written authorization permitting BHWA to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Hourly financial and fixed rate planning fees are invoiced up to fifty percent (50%) upon execution of the financial planning agreement and the remaining balance upon the completion of the agreed upon deliverable[s]. Annual retainer financial planning fees are invoiced by the Advisor on a monthly basis in advance of providing services with up to \$1,000 due upon execution of the financial planning agreement and the remaining balance billed monthly.

#### Retirement Plan Advisory Services

BHWA is compensated for its services at the end of the quarter after advisory services are rendered. Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

### **C. Other Fees and Expenses**

For Clients in the BHWA Wrap Fee Program, all normal custodial and securities transaction fees charged by the Custodian are included in the Client's investment advisory fee as noted above. The Client will be responsible for securities transaction fees for Client-directed trades.

In addition, all fees paid to BHWA for investment advisory services are separate and distinct from the expenses charged by mutual funds and EFTs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may invest in these products directly, without the services of BHWA, but would not receive the services provided by BHWA which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by BHWA to fully understand the total fees to be paid.

### **D. Advance Payment of Fees and Termination**

#### Investment Management Services

BHWA is compensated for its investment management services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Financial Planning Services

The Advisor may be partially compensated for its financial planning services at the start of an engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. In addition, the Client may terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, any unearned, prepaid financial planning fee will be promptly refunded to the Client. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

### Retirement Plan Advisory Services

Fees for retirement plan advisory services are billed at the end of each calendar quarter, after services are rendered. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

### **E. Compensation for Sales of Securities**

Certain Supervised Persons of BHWA may also be a registered representative ("RR") of Raymond James Financial Services, Inc. ("RJFS"), a registered broker-dealer, member FINRA (CRD No. 6694), member FINRA, SIPC. In one's separate capacity as a RR of RJFS, the Supervised Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation[s] provided by a Supervised Person of BHWA. The Advisor will not earn ongoing investment advisory fees in connection with any services implemented in a Supervised Person's separate capacity as a RR with RJFS where a commission is earned. Compensation earned by an IAR in one's capacity as a registered representative is separate and in addition to BHWA's advisory fees. This practice presents a conflict of interest because Supervised Persons who are registered representatives may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on a Client's needs. BHWA mitigates this conflict in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through any Supervised Person of the Advisor. Second, BHWA will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Supervised Persons. Although a fee is not charged by BHWA on assets implemented by Supervised Persons of BHWA, these assets may be held in the Client's advisory account, reported on by BHWA, and designated "Administrative-Only Investments".

Certain Supervised Persons may also be licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products.

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

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BHWA does not charge performance-based fees for its investment advisory services. The fees charged by BHWA are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

BHWA does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

### **Item 7 – Types of Clients**

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BHWA provides investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. BHWA generally does not impose a minimum size for establishing a relationship.

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

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#### **A. Methods of Analysis**

BHWA employs fundamental, technical and other analysis methods in developing investment strategies for its Clients. Research and analysis from BHWA is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment

with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

Technical analysis is used for analyzing various economic and market trends. These trends, both short- and long-term, are used for determining specific trade entry and exit points and broad economic analysis. These trends may include put/call ratios, pricing trends, moving averages, volume, and changes in volume, among many others. These indicators do not speak to the financial health of a particular issuer. Rather, indicators are used to gauge market sentiment regarding a given issue. Technical analysis will be used primarily for the timing of a particular trade, and not security selection.

As noted above, BHWA generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. BHWA will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, BHWA may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. BHWA will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis. The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. The following are some of the investment risks to consider:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The value of the ETFs will fluctuate with the value of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low volume. Authorized participants in an ETF may change at any time; this may result in change to the liquidity and the ability to redeem the ETF as the authorized participants control the number of shares of the ETF. The value of an ETF fluctuates based upon the market movements and may disassociate from the index being tracked or from the value of the underlying investments. An ETF purchased or sold at one point in the day may have a different value than the same ETF purchased or sold a short time later.

### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The value of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The value of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same value as a mutual fund purchased later that same day.

### Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving BHWA or any of its Supervised Persons.** BHWA and its Advisory Persons value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 282486.

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

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#### Raymond James Affiliation

Certain Supervised Persons of BHWA may also serve as an investment advisor representative (“IAR”) with Raymond James Financial Services Advisors, Inc. (“RJFSA”), a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). In one’s separate capacity as an IAR of RJFSA, the Supervised Person will receive advisory fees for Clients whose accounts and relationships are serviced under RJFSA. The Supervised Person will not receive ongoing investment advisory fees under BHWA fees for these accounts.

Certain Supervised Persons of BHWA may also be a registered representative (“RR”) of Raymond James Financial Services, Inc. (“RJFS”), a registered broker-dealer, member FINRA (CRD No. 6694), member FINRA, SIPC. In one’s separate capacity as a RR of RJFS, the Supervised Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation[s] provided by a Supervised Person of BHWA. The Advisor will not earn ongoing investment advisory fees in connection with any services implemented in a Supervised Person’s separate capacity as a RR with RJFS where a commission is earned. Although a fee is not charged by BHWA on assets implemented by Supervised Persons of BHWA, these assets may be held in the Client’s advisory account, reported on by BHWA, and designated “Administrative-Only Investments”.

#### Insurance Agency Affiliations

Certain Supervised Persons of the Advisor are also licensed insurance professionals. Implementations of insurance recommendation are separate and apart from a Supervised Person’s role with BHWA. As an insurance professional, the Supervised Persons will typically receive commissions and other related revenues from the various insurance companies whose products are sold. Supervised Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset financial planning or ongoing advisory fees but will be excluded from asset calculations for investment management services. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or any of its Supervised Persons.

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

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

BHWA has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with BHWA (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. BHWA and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of BHWA associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (978) 767-8667.

#### **B. Personal Trading with Material Interest**

BHWA allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. BHWA does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. BHWA does not have a material interest in any securities traded in Client accounts.

#### **C. Personal Trading in Same Securities as Clients**

BHWA allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of BHWA may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by BHWA requiring reporting of personal securities trades pursuant to its Code of Ethics. We have also adopted written policies and procedures to detect the misuse of material, non-public information. In addition, the Code of Ethics governs Gifts and Entertainment given by and provided to the Advisor, outside business activities of Supervised Persons, Employee reporting, sanctions for violations of the Code of Ethics, and records retention requirements for various aspects of the Code of Ethics.

#### **D. Personal Trading at Same Time as Client**

While BHWA allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. At no time will BHWA, or any Supervised Person of BHWA, transact in any security that would knowingly be to the detriment of any Client.

### **Item 12 – Brokerage Practices**

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#### **A. Recommendation of Custodian[s]**

BHWA does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian as its "qualified custodian" (herein the "Custodian") to safeguard Client assets and authorize BHWA to direct trades to the Custodian as agreed in the investment advisory agreement.

Where BHWA does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for execution and/or custody services. BHWA may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation. The Advisor recommends that Clients establish their account[s] at Raymond James. Due to the affiliation with Raymond James, the Advisor is only permitted implement its investment management services if the Client elects to engage Raymond James as its Custodian. If a Client elects another provider to serve as the Custodian, BHWA will not be able to trade in the Client's account[s]. Directing trades to a single broker-dealer/custodian may result in less favorable execution than would otherwise be obtained. BHWA does not have the discretionary authority to negotiate commissions on behalf of its Clients on a trade-by-trade basis. BHWA maintains an institutional relationship with Raymond James, whereby the Advisor receives economic benefits from Raymond James. Please see Item 14 below.



Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. BHWA does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, as an institutional advisor on the Raymond James platform, the Advisor does receive certain benefits as noted in Item 14 below.

**2. Brokerage Referrals** - BHWA does not receive any compensation from any third party, including Raymond James, in connection with establishing an account. The Advisor's fees are discussed in Item 5 – Fees and Compensation.

**3. Directed Brokerage** - All Clients are serviced on a “directed brokerage basis”. BHWA will place trades within the account[s] established by the Client at Raymond James (the Custodian). All trades are executed within their respective brokerage account[s] at Raymond James. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). BHWA does not select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. All trading costs are determined solely by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results, taking into account such factors as execution price, size of order, difficulty of execution, confidentiality, and/or the skill required to execute the transaction. BHWA will execute all transactions through the Custodian. BHWA is not authorized to trade away from the Custodian using outside broker-dealers. BHWA may aggregate orders in a block trade or trades when securities are purchased or sold for multiple discretionary accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Principals of BHWA. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify BHWA if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance, via email or written communication, depending on the Clients preference.

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

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### **A. Compensation Received by BHWA**

BHWA does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. However, certain Supervised Persons may receive commissions in their separate capacity as registered representatives of RJFS. (Please see Item 10 – Other Financial Industry Activities and Affiliations.)

BHWA may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, BHWA may receive referrals of new Clients from a third-party. However at no time with BHWA be compensated for these referrals.

#### Participation in Institutional Advisor Platform

As noted in Item 10 – Other Financial Industry Activities and Affiliations, certain Supervised Persons of BHWA are also registered with RJFSA and RJFS. As a result of this relationship, the Advisor receives access to software and related support from these entities. The receipt of economic benefits from these entities results in economics benefits to the Advisor.

The Advisor may receive the following benefits from these entities: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

#### Transition Assistance Benefits

RJFS provided various benefits and payments to Supervised Persons of BHWA, respectively to the RJFS platform to assist the representative with the costs (including foregone revenues during account transition) associated with transitioning their business to the RJFS platform (collectively referred to as “Transition Assistance”). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the Dually Registered Person’s business, satisfying any outstanding debt owed to the Dually Registered Person’s prior firm, offsetting account transfer fees (ACATs) payable to RJFS as a result of the Dually Registered Person’s clients transitioning to RJFS’s custodial platform, technology set-up fees, marketing and mailing costs, stationary and licensure transfer fees, moving expenses, office space expenses, staffing support and termination fees associated with moving accounts.

The amount of the Transition Assistance payments are often significant in relation to the overall revenue earned or compensation received by the Dually Registered Person at their prior firm. Such payments are generally based on the size of the Dually Registered Person’s business established at their prior firm and/or assets under custody on the RJFS platform. Please refer to the relevant Part 2B brochure supplement for more information about the specific Transition Payments your representative receives.

Transition Assistance payments and other benefits are provided to associated persons of BHWA in their capacity as registered representatives of RJFS. However, the receipt of Transition Assistance by such Dually Registered Persons creates conflicts of interest relating to BHWA’s advisory business because it creates a financial incentive for BHWA’s representatives to recommend that its clients maintain their accounts with RJFS. In certain instances, the receipt of such benefits is dependent on a Dually Registered Person maintaining its clients’ assets with RJFS and therefore BHWA has an incentive to recommend that clients maintain their account with RJFS in order to generate such benefits.

BHWA attempts to mitigate these conflicts of interest by evaluating and recommending that clients use RJFS’ services based on the benefits that such services provide to their Clients, rather than the Transition Assistance earned by any particular Dually Registered Person. BHWA considers RJFS’ scorecard when recommending or requiring that clients maintain accounts with RJFS. However, clients should be aware of this conflict and take it into consideration in making a decision whether to custody their assets in a brokerage account at RJFS.



## **B. Client Referrals from Solicitors**

BHWA does not engage paid solicitors for Client referrals. However, Certain Advisors may receive a referral bonus for referring Financial Advisors to Raymond James or any of its affiliates.

### **Item 15 – Custody**

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BHWA does not accept or maintain custody of any Client accounts, except for the authorized deduction of its investment advisory fee. The Client must place investment assets with Raymond James as the Client's "qualified custodian". BHWA encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

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

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BHWA, through the terms of the investment advisory agreement, will generally have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by BHWA.

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

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BHWA does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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Neither BHWA, nor its management, have any adverse financial situations that would reasonably impair the ability of BHWA to meet all obligations to its Clients. Neither BHWA, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. BHWA is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

## Privacy Policy

Effective Date: June 14, 2018

### Our Commitment to You

Boston Harbor Wealth Advisors, LLC ("BHWA" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. BHWA (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

BHWA does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

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**Boston Harbor Wealth Advisors, LLC**  
289 Great Road, Suite 304, Acton, MA 01720  
Phone: (978) 767-8667 Fax: (617) 371-0693  
<http://www.bostonharborwealth.com>

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> BHWA does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where BHWA or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> BHWA does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
Massachusetts	In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (978) 767-8667.