

Catalyst Financial Partners LLC

Form ADV Part 2A – Disclosure Brochure

Effective: November, 2018

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Catalyst Financial Partners LLC (“Catalyst” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (617) 585-4543.

Catalyst is a registered investment advisor with the United States 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 about Catalyst to assist you in determining whether to retain us as your investment advisor.

Additional information about Catalyst and its personnel are available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 299335.

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Item 2 – Material Changes

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 the personnel of Catalyst. For convenience, we have combined these documents into a single disclosure document.

Catalyst believes that communication and transparency are the foundation of its relationship with its Clients and will continually strive to provide Clients with complete and accurate information. Catalyst encourages all current and prospective Clients to read this Disclosure Brochure and to discuss any questions you may have with us. Your feedback is always welcome and encouraged.

Material Changes

Catalyst is a newly formed registered investment advisor. This is the initial filing of the Disclosure Brochure.

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, will be provided or offered to each Client annually and if, as and when a material change occurs.

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 by searching with our firm name or our CRD# 299335. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (617) 585-4543.

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Item 4 – Advisory Services

A. Firm Information

Catalyst Financial Partners LLC (“Catalyst” or the “Advisor”) is a registered investment advisor with the United States Securities and Exchange Commission. Catalyst is organized as a limited liability company under the laws of the Commonwealth of Massachusetts. Catalyst was founded in August 2018 and is owned by David C. Porter and Thomas N. O’Connor. This Disclosure Brochure provides information regarding the qualifications, business practices, and the services provided by Catalyst.

David C. Porter is the Chairman and a Managing Member of Catalyst. Mr. Porter is also the Chairman and an owner of Baystate Wealth Management, LLC (“BWM”), an SEC-registered investment advisory firm. Catalyst and BWM are affiliated by cross-ownership. Mr. Porter holds FINRA Series 6 and 63 licenses. Mr. Porter graduated from West Chester University in 1983 with a degree in Public Administration.

Thomas N. O’Connor is the Chief Executive Officer and a member of Catalyst. Mr. O’Connor is also President and an owner of BWM. Mr. O’Connor is a practicing attorney (licensed in Massachusetts). In 2000, Mr. O’Connor co-founded an investment advisory firm called Marathon Capital Group, LLC, which was sold to a New York investment advisory firm in October 2008. Shortly thereafter, Mr. O’Connor and Mr. Porter formed BWM. Mr. O’Connor holds FINRA Series 7, 63, 65 and 66 licenses. Born in 1953, Mr. O’Connor received a B.A. in Government (*cum laude*) from St. Lawrence University in 1975 and a J.D. (*cum laude*) from the Albany Law School of Union University in 1979.

Catalyst is a fiduciary to its Clients, as defined under applicable laws and regulations. As a fiduciary, Catalyst 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

Catalyst offers investment supervisory/wealth management services to individuals, high net worth individuals, pension and profit-sharing plans, charitable institutions, foundations, endowments, trusts, and other entities (each referred to herein as a “Client”).

Investment Management Services

Catalyst furnishes its services to Clients on a discretionary and a non-discretionary basis. However, Clients that determine to engage Catalyst on a non-discretionary basis must agree that Catalyst cannot effect any account transactions without obtaining prior verbal consent to any such transaction(s) from the Client. Thus, in the event of a market correction during which the Client is unavailable, Catalyst will be unable to effect any account transactions (as it would for its discretionary Clients) without first obtaining the Client’s verbal consent.

The strategies we offer are listed below. Additionally, we may manage client portfolios in accordance with specialized or hybrid strategies not listed. In managing accounts, we consult at the outset with the Client to establish investment objectives and goals, and to determine an appropriate investment strategy suited to the Client’s investment goals and objectives.

- Catalyst Diversified Model Portfolios – Global*
 - Global 125
 - Global 100
 - Global 75
 - Global 60
 - Global 50
- Catalyst Diversified Model Portfolios – Domestic Biased*
 - Domestic 125

- Domestic 100
- Domestic 75
- Domestic 60
- Domestic 50

*The numbers constitute the assigned maximum relative volatility of the portfolio measured by the trailing 12-month standard deviation of the portfolio divided by the trailing 12-month standard deviation of the MSCI All Country World Index ("ACWI")

- Catalyst Virtus Relative Strength Portfolios
 - Tactical
 - Strategic
 - Yield
 - Index
 - Tactical Income

Catalyst also provides customized investment advisory solutions for its Clients. This is achieved in consultation with the Client while providing discretionary investment management and related advisory services. Catalyst works closely with each Client to identify appropriate investment goals and objectives and the Client's risk tolerance to create a suitable portfolio strategy. Catalyst will then construct an investment portfolio, consisting primarily of exchange traded funds ("ETFs"), exchange traded notes ("ETNs"), index funds and mutual funds to achieve the Client's investment goals and objectives. Catalyst may also utilize individual stocks, bonds, municipal bonds or options contracts to meet the needs of its Clients. Certain types of investments may be retained based on a Client's legacy portfolio construction or at the request of the Client.

Catalyst may recommend the purchase or sale of alternative investments, which are investment vehicles that are neither stocks nor bonds. Examples include Real Estate Investment Trusts ("REITs"), master limited partnerships ("MLPs"), commodities, hedge fund replicator strategies and the like. Catalyst will provide the specific risks that are associated with these types of investments to each Client in advance of investing Client accounts. For the risks associated with investments, including alternative investments, please also see *Item 8.B. – Risk of Loss*.

Catalyst's investment strategies are primarily long-term focused. However, Catalyst may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Catalyst will construct, implement and monitor the portfolio to ensure it meets 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 Catalyst.

Catalyst evaluates and selects investments for inclusion in Client portfolios after applying its due diligence process. Catalyst may recommend one or more of the following;

1. redistributing investment allocations to diversify the portfolio;
2. increases or decreases to sector or asset class weightings;
3. selling positions for reasons that include but are not limited to: harvesting capital gains or losses; business, sector or asset class risk exposure; overvaluation, overweighting or underweighting of the position[s] in the portfolio; change in risk tolerance of the Client; generating cash to meet Client needs; or any risk deemed unacceptable for the Client's risk tolerance; or
4. employing cash or short term fixed income positions as a possible hedge against market movements.

At no time will Catalyst accept or maintain custody of a Client's funds or securities. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the agreement. *Please see Item 12 – Brokerage Practices and Item 15 - Custody.*

Use of Independent or Sub-Advisory Managers

Catalyst may recommend that a Client utilize one or more unaffiliated investment managers, sub-advisors or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms pursuant to which the Independent Manager[s] will provide investment management and related services. Catalyst may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. Catalyst 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 the Clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s], will be provided with the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures).

Co-Advisory Relationship With MML Investors Services, LLC ("MMLIS")

For Clients introduced to Catalyst through a financial representative or an advisor registered with MMLIS, Catalyst has entered into a co-advisory agreement with MMLIS, pursuant to which the two companies act as co-advisors to Clients who open investment advisory accounts at Catalyst. Pursuant to the terms of the Co-Investment Advisory Agreement, MMLIS is responsible for the initial and ongoing day-to-day relationship with the Client, including the initial and ongoing determination of Client suitability for Catalyst's asset allocation strategies. Catalyst is responsible for managing the Client's assets consistent with the engagement letter and/or other agreements signed by the Client.

Financial Planning/Non-Investment Consulting Services

Catalyst does not currently hold itself out as providing financial planning or related consulting services. However, Catalyst may do so in the future.

To the extent requested by a Client, Catalyst may recommend the services of other professionals for certain non-investment implementation purposes (*i.e.* attorneys, accountants, insurance agents, etc.), including, as disclosed below, investment advisor representatives in their separate capacities as registered representatives or licensed agents of MMLIS. *The Client is under no obligation to engage the services of any such recommended professional. The Client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Catalyst. Catalyst does not receive any compensation for such recommendations. If the Client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the Client agrees to seek recourse exclusively from the engaged professional.*

In performing its services, Catalyst is expressly authorized to rely on any information given by the Client or the Client's professionals and Catalyst is not required to verify any information received from the Client or from the Client's other professionals. Each Client is advised that it remains the Client's responsibility to promptly notify Catalyst and MMLIS if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Catalyst's previous recommendations and/or services.

C. Client Account Management

Prior to engaging Catalyst to provide advisory services, each Client is required to enter into one or more agreements with Catalyst that define the terms, conditions, authority and responsibilities of Catalyst and the Client. The agreements include, without limitation, an engagement letter, an Investment Policy Statement and Risk Questionnaire ("IPS"), a fee agreement and the appropriate paperwork required by the co-advisor and the custodian. The services covered by these agreements may include:

- Establishing an Investment Strategy – Catalyst, in connection with the Client, may develop a strategy that seeks to achieve the Client's goals and objectives. The strategy is designed to address the Client's personal goals, investment goals, and both long-term and short-term objectives.
- Asset Allocation – Catalyst 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 – Catalyst will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Catalyst will provide investment management and ongoing oversight of the Client's investment portfolio.
- Custodial Arrangements – Catalyst has agreements with one or more custodians that will custody the assets in the portfolios created by Catalyst for the Client.

D. Wrap Fee Programs

Catalyst may manage or place Client assets into one or more programs that qualify as a wrap fee program, as described below under Item 5 - Fees and Compensation. In the event Catalyst provides services on a wrap fee basis as a wrap program sponsor, the Client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the Client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in Catalyst's Wrap Fee Program Brochure.

Conflict of Interest - Because wrap program transaction fees and/or commissions are being paid by or through Catalyst to the account custodian/broker-dealer, Catalyst could have an economic incentive to maximize its compensation by seeking to minimize the number of trades in the Client's account. See separate Wrap Fee Program Brochure.

E. Assets Under Management

Catalyst is a newly established advisor. Assets under management shall be reported following Catalyst's December 31, 2019 fiscal year end. Clients may request more current information at any time by contacting Catalyst.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by Catalyst. The Client and Catalyst will enter into a written agreement detailing the fee for each account.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, in advance, pursuant to the terms of the engagement letter executed by the Client and Catalyst. Investment advisory fees are paid at the beginning of each calendar quarter based on the market value of assets under management on the last business day of the preceding calendar quarter as calculated by the Custodian. Investment advisory fees cannot exceed 2.5% annually. The investment advisory fee is based on several factors, including, without limitation: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with Catalyst. 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 discretion of Catalyst. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Catalyst will be independently valued by the designated Custodian. Catalyst will not have the authority or responsibility to value portfolio securities.

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

are exclusive of and in addition to the investment advisory fee, and we do not receive any portion of these fees and costs.

Fees Under Co-Advisory Agreement with MMLIS

For Clients who enter into a co-advisory agreement with MMLIS and Catalyst, they may choose one of two billing arrangements; they are called “Advisory Plus” and “Advisory One.” The difference is whether the transaction and other costs are paid for directly by the Client (“Plus”) or included in the overall fee charged to the Account (“One”) (which is construed as a “wrap” fee program).

Under Advisory Plus, in addition to the total investment management fee charged by Catalyst and the IAR, the Client will be charged separately for transactional costs and other brokerage fees and costs pursuant to the then current fee schedule provided by the Custodian. The transactional and other costs are deducted directly from the Program Account. Catalyst, MMLIS, the IARs and the portfolio managers are not paid, and they do not receive, any portion of the transactional fees and costs paid to the Custodian.

Under Advisory One, the IAR and/or Catalyst will pay the transactional costs from the Advisory One fee paid by the Client. In the event the Client elects Advisory One, the Client will only pay one total fee to Catalyst and the IAR. The Client will not have to pay the transactional costs charged by the Custodian under Advisory One. Advisory One may meet the definition of a “wrap fee program” under the Investment Advisers Act of 1940 (“the Act”) and other applicable rules and regulations.

Advisory One Fee May Cost More/Factors Bearing on Costs

The Advisory One fee likely will be higher than if the Client did not select this option and instead opted for the Advisory Plus fee, because the transactional costs are paid for from the total investment management fee charged to the Client. This does not necessarily mean that the Advisory One fee will be higher than the total fees and costs the Client would pay if the Client opted for the Advisory Plus fee, since this will depend on the factors discussed below.

The factors that may have a bearing on the issue of whether the Advisory One fee or “wrap fee” would be higher or lower than the total fees and costs the Client would pay if the Client opted to pay for the transactional costs from the assets under management in the portfolio (an Advisory Plus fee) include the number, amount and types of trades undertaken in the portfolio on a quarterly and yearly basis. Under Advisory One, the transactional costs are paid for from the total investment management fee charged, whereas under Advisory Plus, the Client pays for the transactional costs. If the number, amount and types of trades are increased, the transactional costs will increase. Depending on the amount of wrap fee charged on the account, these transactional costs could be a significant portion of the fee charged and thus reduce the overall compensation received by the IAR(s) and/or Catalyst. By contrast, if the number, amount and types of trades are kept to a relatively low number, then it is likely that the wrap fee charged would exceed the total of the investment management fee plus the transactional and brokerage costs paid directly by the Client.

In addition to the number, amount and types of trades, the sizes of the trades, the number of shares traded, and the nature of the securities traded may have an impact on the fee comparisons. The Custodian may charge minimum ticket charges and may charge differently for different types of securities or may not charge transaction costs for certain types of securities (e.g. foreign securities, certain mutual funds, certain exchange traded funds, certain exchange traded notes, certain types of bonds, options, alternative investments, etc.). Thus, a significant number of smaller trades or a significant number of trades in certain securities may have a disproportionately large impact on the costs of managing the portfolio. In such circumstances, a wrap fee program likely would cost less than the other type of program, depending on the fees agreed to by the Client.

Other factors that may bear upon the cost of Advisory One in relation to the cost of Advisory Plus may include, among other things, the number of trades executed for the account, the size and type of account, the types of securities executed, the historical and expected size of the account and the number and range of supplemental services provided to the account.

Catalyst makes no representation that the Advisory One fee or the Advisory Plus fee paid by the Client is the

same as or lower than that charged to another Clients who engage Catalyst, or that the Advisory One fee or the Advisory Plus fee is the same as or lower than the fees charged by other sponsors or advisers of comparable programs for accounts of comparable size or comparable investment objectives.

The nature and extent of services provided by the IARs and Catalyst should not vary based upon the type of fee arrangement selected by the Client. As noted above, however, the nature and extent of the services provided by the IARs and by Catalyst may have an impact on the total fee charged to a particular Account. Please Note: When managing a Client's account on a wrap fee basis, the IAR receives as payment for his/her investment advisory services, the balance of the wrap fee after deduction of (1) Catalyst's platform fee (which fee does not change regardless of the amount of transactions), multiplied by the IAR's grid rate established by MMLIS; and (2) account transaction costs. Accordingly, Catalyst has a conflict of interest because Catalyst could have an economic incentive to maximize its compensation by seeking to minimize the number of transaction/total costs in a Client's account.

Fees Under Direct Relationship with Catalyst

For Clients who enter into a direct relationship with Catalyst alone (*i.e.* not through an IAR registered with MMLIS or another broker-dealer), the fees charged will be the amount agreed to in the agreement with the Client. The fees may or may not be a wrap fee program as described above.

B. Fee Billing

Investment advisory fees are calculated by Catalyst (or its delegate) and deducted from the Client's account[s] at the Custodian. Catalyst will provide written notice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total market value of the assets under management with Catalyst at the end of each preceding calendar quarter. Clients will be provided with a statement, at least quarterly, 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 as the Custodian does not assume this responsibility. Clients provide written authorization permitting Catalyst to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Catalyst, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian and executing broker-dealer. The fees charged by Catalyst are separate and distinct from these custodial and execution fees.

In addition, all fees paid to Catalyst for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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 could invest in these products directly, without the services of Catalyst, but would not receive the services provided by Catalyst 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 Catalyst to fully understand the total fees to be paid. *Please refer to "Item 12 – Brokerage Practices" for additional information.*

D. Advance Payment of Fees and Termination

Investment Management Services

Catalyst is compensated for its services quarterly in advance. The Client or Catalyst may terminate the investment advisory agreement at any time, effective on thirty (30) days' written notice. If the Client did not receive a copy of Catalyst's Brochure within forty-eight (48) hours prior to the time of executing the investment advisory agreement, the Client may terminate within five (5) days of establishing an Account with a full rebate of fees.

Termination will not affect the validity of any action previously taken by Catalyst under the investment advisory agreement; liabilities or obligations of the parties from transactions initiated before termination; or the obligation of the Client to pay fees and expenses incurred through the date of termination.

Termination will not automatically result in the redemption or sale of any positions held in the Account, and the Client may choose to continue holding the securities in a standard brokerage account or move the holdings to an advisor or broker/dealer of the Client's choosing. However, should the Client not provide instructions to Catalyst on or before the effective date of termination, then Catalyst has the right to liquidate the account and send the cash proceeds to the Client.

On the effective date of termination, Catalyst will no longer have an investment advisory relationship with the Client and will have no further obligation towards the Client for investment advisory services up to the date of termination.

Upon termination, the Client will receive a refund of a pro-rata portion of any pre-paid, but unearned, fee paid in the current quarter. The amount refunded to the Client will be based on the number of days remaining in the quarter on the first business day after the effective date of termination. However, a portion of the fee may be retained in the Client's account sufficient to cover any open or unsettled transactions and to pay for any unpaid Program Fees, account debit balances, and other charges owed by the Client.

The Client is responsible to pay for all services rendered, and all transactions effected, up through the date of termination.

Prior to the effective date of termination, the Client is obligated to provide written instructions to Catalyst as to where the Account or the cash proceeds therefrom should be transferred. If the Client does not provide such written instructions on a timely basis, or in the event of no instructions from the Client, the Account assets will be sold and the cash proceeds (less any outstanding fees or charges) will be sent to the Client's address of record. This sale of Account assets may result in certain tax and other liabilities for which the Client is responsible.

E. Compensation for Sales of Securities

Catalyst does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

Catalyst does not charge performance-based fees for its investment advisory services (fees based on a share of capital gains on, or capital appreciation of, the assets of a Client).

Catalyst does not manage any proprietary investment funds or limited partnerships and has no financial incentive to recommend any particular investment option to its Clients.

Item 7 – Types of Clients

Catalyst offers investment supervisory/wealth management services to individuals, high net worth individuals, pension and profit-sharing plans, charitable institutions, foundations, endowments, trusts and other U.S. entities. The amount of each type of Client is available on Catalyst's Form ADV Part 1A. These amounts may change over time and are updated at least annually by Catalyst.

Subject to exceptions made at the discretion of the Company, the minimum account size for Catalyst is \$250,000.

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

A. Methods of Analysis

Catalyst's methods of security analysis include, without limitation, charting, fundamental analysis, valuation

analysis, technical analysis, momentum driven strategies and relative strength strategies. The main sources of information include financial newspapers and magazines, inspections of corporate activities, internal analyses, research materials prepared by others, research received from third parties (including Dorsey-Wright), annual reports, prospectuses, filings with the SEC and company press releases. The investment strategies used to implement any investment advice given to Clients include long-term purchases (securities held at least a year), short-term purchases (securities sold within a year), trading (securities sold within 30 days), securities swaps and options writing, including covered calls and married puts.

The investment advice provided by Catalyst is customized to fit the risk profile, goals, objectives, and other preferences of each individual Client, pursuant to a written IPS developed with and signed off on by the Client. Catalyst actively manages predominantly passive investment vehicles. Catalyst's "Diversified" strategies are tied directly to a maximum risk level agreed to in advance and in writing with the Client (and subject to change at any time with the Client's written consent). The maximum risk level is just that – a maximum – and Catalyst may manage portfolios below and sometimes well below the maximum risk level, depending on market conditions, strategic and tactical decisions, world events, geo-political events and other factors. The Virtus strategies are developed in conjunction with a third-party provider known as Dorsey-Wright and involve strategy-specific portfolios.

Catalyst primarily uses Exchange Traded Funds ("ETFs"), Exchange Traded Notes ("ETNs"), Index Funds, mutual funds, bond funds and individual fixed-income securities (including municipal bonds), when appropriate.

At the Client's request, Catalyst may accept transfers in kind and will supervise and manage those securities while reallocating the portfolio more closely with a model portfolio or strategy developed by the Company and which corresponds to the Client's risk profile and tolerance. Catalyst attempts to make this transition on a tax-advantaged basis to the Client, but the tax consequences to the Client depends on a number of factors, including the sizes of the positions, the cost bases of the positions, the Client's individual tax circumstances and other factors. The transition of the portfolio likely will have some tax consequences to the Client. Catalyst does not provide tax advice to Clients and Clients should consult their own tax advisors with respect to the tax effect of any transaction.

As noted above, Catalyst generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Catalyst 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, Catalyst 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. Catalyst 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 the investment goals of any particular Client will be achieved.

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

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. Catalyst will 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 Catalyst 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. Catalyst will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

Following are some of the risks associated with certain components of Catalyst's strategy:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, geo-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 are subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price 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 trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later. Actively managed ETFs do not necessarily seek to replicate the performance of a specified index. ETF shares are bought and sold at market price (not NAV) and are not individually redeemed from the fund. Brokerage commissions and trading costs will reduce returns. An investor should consider investment objectives, risks, charges, and expenses before investing. A description of these items can be found in each fund's prospectus.

Bonds and Bond Funds

Bonds and bond funds likely will decrease in value as interest rates rise. Investment returns and principal values will fluctuate so that an investor's shares, when sold or redeemed, may be worth more or less than the original cost and potentially subject to capital gains taxes. Tax-exempt fixed income strategies invest in securities designed to pay income that is exempt from certain income taxes, but a portion of the income may be subject to federal or state income taxes or the alternative minimum tax. Federal or state changes in income or alternative minimum tax rates or in the tax treatment of municipal bonds may make them less attractive as investments and cause them to lose value.

Bonds and bond funds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond; (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned; (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return; (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation; (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt; and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

Mutual Fund Risks

The performance of mutual funds are subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day. Current performance may be lower or higher than the performance data quoted. Investors should consider the investment objectives, risks, and charges, and expenses of the investment company carefully before investing. A description of these items can be found in each fund's prospectus. Past performance for mutual funds does not guarantee future results.

International Investments

In addition to the normal risks associated with investing, international investments may involve risk of capital

loss from unfavorable fluctuation in currency values, from differences in generally accepted accounting principles, or from economic or political instability in other nations.

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.

Real Estate Investment Trusts ("REITs")

Investing in REITs involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. Equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation.

REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

Oil and Gas Investments and MLPs

Investing in oil and gas interests, whether directly or as part of a fund/ETF/Master Limited Partnership ("MLP"), involves distinct risks. The price of oil and gas interests may fluctuate to a greater degree than other securities and contain additional risks based on the supply and demand for oil and gas. Some of these additional risks include, the ability to obtain reliable oil and gas supply, oil and gas reserve estimates, the ability to locate markets for oil and gas, fluctuations in prices, and regulatory risks. The values of oil and gas interests are subject to market risk by a range of variables that could cause trends to differ materially.

Other Commodity-Related Investments

Commodity-related investments may be speculative and may involve a high degree of risk. Commodities markets have historically been volatile, creating the potential for losses regardless of the length of time an investment is held.

Emerging and Frontier Markets Investments

Emerging markets and frontier markets involve heightened risks relative to other sectors of the market, as well as increased volatility and lower trading volume. Investments in smaller companies typically exhibit higher volatility. Narrowly focused investments typically exhibit higher volatility.

Past performance of any of these investments 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 Catalyst.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Catalyst or any of its Supervised Persons.

Catalyst values 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 by searching by our firm name or our CRD# 299335.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Catalyst is to provide advisory services to its Clients. Catalyst is not involved in other business endeavors.

Catalyst has an affiliation with MMLIS, as described above. Catalyst also has an affiliation with Fidelity Institutional as the Custodian.

Catalyst is affiliated through cross-ownership with Baystate Financial Services, LLC ("Baystate Financial Services") and Baystate Wealth Management LLC ("Baystate Wealth"). David C. Porter is affiliated with Baystate Financial Services and is an owner of Baystate Wealth. While Baystate Financial Services has no

ownership interest in Catalyst, Mr. Porter is affiliated with both companies. In addition, Thomas N. O'Connor, who is a principal of Baystate Wealth, is also a principal of Catalyst. Catalyst pays Baystate Wealth a fee to license its intellectual property, portfolios and administrative and operations costs.

Baystate Financial Services offers securities and investment advisory products through MMLIS. Baystate Financial Services offers insurance products through Massachusetts Mutual Life Insurance Company and/or affiliated or unaffiliated insurance companies (MML). MML is unaffiliated with Catalyst.

Thomas N. O'Connor is a founding partner of the law firm, O'Connor, Carnathan and Mack, LLC ("OCM"). Mr. O'Connor assumed an "Of Counsel" status with OCM as of December 31, 2013. Therefore, as of that date, he is no longer a member of OCM, although he is Of Counsel and thus remains affiliated with OCM. Other than Mr. O'Connor, there is no cross ownership or affiliation by and between OCM, on the one hand, and Catalyst, on the other hand.

Certain of the Company's employees may be licensed to practice law. However, no such persons provide legal services to any of the Company's Clients, and no corresponding Attorney-Client relationship is established.

Catalyst does not maintain any affiliations with any other firms, except for contracted service providers to assist with the servicing of its Client's accounts.

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

A. Code of Ethics

Catalyst has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Catalyst (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Catalyst and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Catalyst's Supervised Persons 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 includes provisions relating to our duties to Clients, confidentiality of Client information, prohibited acts, conflicts of interest, and personal securities transactions, among other things. All Supervised Persons are expected to strictly adhere to these guidelines, as well as the procedures for approval and reporting established in the Code of Ethics. They must acknowledge the terms of the Code of Ethics annually, or as amended. To request a copy of our Code, please contact us at (617) 585-4543.

Catalyst has instituted, as a deterrent, a policy of disciplinary actions to be taken with respect to any Supervised Person who violates the Code of Ethics. The Company has a privacy policy ensuring that personal information of Clients is not disclosed to third parties. However, certain personal information may be disclosed to the broker-dealer, the IARs, to the Custodian and to certain third-party providers of services to Catalyst and its Clients, but only as needed to conduct investment advisory services related to the services provided by Catalyst to its Clients. A copy of the Privacy Policy is available on request and will be sent to the Client on a yearly basis.

B. Personal Trading with Material Interest

Catalyst allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, but only under certain defined circumstances. This is particularly true if our Supervised Persons have accounts at Catalyst.

Supervised Persons (or family/household members of Supervised Persons) having beneficial ownership or control of an account may not buy or sell a security within one (1) day before or after executing a transaction in the same security in a Client's Account unless the market capitalization of that Security is \$500 million or more. In addition, Supervised Persons (or family/household members of Supervised Persons) having beneficial ownership or control of an account may not buy or sell the same Security on the same day as a Client Program Account unless;

- 1) Block Trading is utilized where the Clients' Account(s) and the Supervised Person's account get the same price (may only be used in discretionary accounts); or
- 2) If not using Block Trading, the Client order is entered prior to the Supervised Person's personal trade and the Client receives and equal or a better price.

Catalyst does not act as principal in any transactions. In addition, Catalyst does not act as the general partner of a fund or advise an investment company. Catalyst does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

As noted above, Catalyst allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients under certain circumstances. Owning the same securities we recommend to you (purchase or sale) presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted certain policies and procedures and our Code of Ethics to address insider trading (material non-public information controls); gifts and entertainment; outside business activities; and personal securities reporting. When trading for personal accounts, Supervised Persons 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 the policies and procedures outlined above and by Catalyst requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate/OR by conducting a coordinated review of personal accounts and the accounts of the Clients. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

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

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

If the Client requests that Catalyst recommend a broker-dealer/custodian for execution and/or custodial services, Catalyst generally recommends that investment advisory accounts be maintained at Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments Institutional Services Company, Inc., a FINRA-registered broker-dealer and member SIPC (collectively "Fidelity"). Fidelity will serve as the Client's "qualified custodian." Catalyst maintains an institutional relationship with Fidelity, whereby Catalyst receives economic benefits from Fidelity (*Please see Item 14 – Client Referrals and Other Compensation below*).

Prior to engaging Catalyst to provide investment management services, the Client will be required to enter into a formal Investment Advisory Agreement with Catalyst setting forth the terms and conditions under which Catalyst will advise on the Client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Catalyst considers in recommending Fidelity (or any other broker-dealer/custodian to Clients) include the historical relationship with Catalyst, financial strength, reputation, execution capabilities, pricing, research, and service. Although the transaction fees paid by Catalyst's Clients shall comply with Catalyst's duty to obtain best execution, a non-wrap fee Client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where Catalyst determines, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although Catalyst will seek competitive rates, it may not necessarily obtain the lowest possible rates for Client account transactions. Unless services are provided in conjunction with a wrap program, transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Catalyst's investment advisory fee.

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/dealers/custodians in exchange for research and other services. Catalyst does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, Catalyst receives certain economic benefits from the Custodian. Please see "Item 14 – Client Referrals and Other Compensation."

2. Non-Soft Dollar Research and Benefits: Although not a material consideration when determining whether to recommend that a Client utilize the services of a particular broker-dealer/custodian, Catalyst can receive from Fidelity (or another broker-dealer/custodian, investment manager, platform sponsor, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Catalyst to better monitor and service Client accounts maintained at such institutions. Included within the support services that can be obtained by Catalyst can be investment-related research, pricing information and market data, software and other technology that provide access to Client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support-including Client events, computer hardware and/or software and/or other products used by Catalyst in furtherance of its investment advisory business operations.

Catalyst's Clients do not pay more for investment transactions effected and/or assets maintained at Fidelity because of this arrangement. There is no corresponding commitment made by Catalyst to Fidelity, or any other any entity, to invest any specific amount or percentage of Client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

3. Brokerage Referrals - Catalyst does not receive any compensation from any third-party in connection with the recommendation for establishing an account.

4. Directed Brokerage - Catalyst recommends that its Clients utilize the brokerage and custodial services provided by Fidelity. Catalyst generally does not accept directed brokerage arrangements (when a Client requires that account transactions be effected through a specific broker-dealer). In such Client directed arrangements, the Client will negotiate terms and arrangements for their account with that broker-dealer, and Catalyst will not seek better execution services or prices from other broker-dealers or be able to "batch" the Client's transactions for execution through other broker-dealers with orders for other accounts managed by Catalyst. As a result, a Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Please Note: In the event that the Client directs Catalyst to effect securities transactions for the Client's accounts through a specific broker-dealer, the Client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the Client determined to effect account transactions through alternative clearing arrangements that may be available through Catalyst. Higher transaction costs adversely impact account performance. Please Also Note: Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

B. Aggregating and Allocating Trades

Transactions for each Client account generally will be effected independently, unless Catalyst decides to purchase or sell the same securities for several Clients at approximately the same time. Catalyst may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Catalyst's Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Clients in proportion to the purchase and sale orders placed for each Client account on any given day. Catalyst shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 – Review of Accounts

A. Frequency of Reviews

Generally, accounts are reviewed and monitored on a regular basis by the portfolio managers. Accounts that are

to a model (i.e. invested in a Model Portfolio) are reviewed on a continuous basis as Model portfolios are reviewed and analyzed by the portfolio managers and the Investment Committee. Unique Accounts (i.e. accounts that contain one or more securities not found in a Model portfolio) are reviewed on an as need basis or as market conditions or tax considerations dictate. In addition, during some Investment Committee meetings, accounts are reviewed to ensure that the portfolios are being managed to the guidelines set forth in the IPS. Specific Account holdings are reviewed when changing market conditions warrant.

The Compliance department also reviews accounts periodically, when circumstances warrant review, often in conjunction with a portfolio manager or as an adjunct to the Investment Committee.

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. The Client is encouraged to notify Catalyst 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].

In addition, Catalyst provides Clients with quarterly performance reports.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Catalyst

Participation in Institutional Advisor Platform

Catalyst has established an institutional relationship with Fidelity to assist Catalyst in managing Client account[s]. Access to the Fidelity platform is provided at no charge to Catalyst. Catalyst receives access to software and related support without cost because Catalyst renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit Catalyst, but not its Clients directly. There is no commitment made by Catalyst to Fidelity, or any other entity, to invest any specific amount or percentage of Client assets in any specific mutual funds, securities or other investment products as a result of this arrangement. In fulfilling its duties to its Clients, Catalyst endeavors to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence Catalyst's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

The following benefits are also received from Fidelity: reimbursement to Clients for transfer costs to the platform/custodian; financing services; 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.

B. Client Referrals from Solicitors

If a Client is introduced to Catalyst by either an unaffiliated or an affiliated solicitor, Catalyst may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from the total investment management fee and shall not result in any additional charge to the Client. If the Client is introduced to Catalyst by any unaffiliated solicitor, the solicitor at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship and shall provide each prospective Client with a copy of Catalyst's written Brochure and a copy of the written disclosure statement disclosing the terms of the solicitation arrangement

between Catalyst and the solicitor, including the compensation to be received by the solicitor from Catalyst.

In addition, Catalyst may on occasion act as a solicitation agent for other investment advisory firms. In those circumstances, Catalyst will comply with Rule 206(4) -(3) of the Investment Advisers Act of 1940.

Item 15 – Custody

Catalyst does not accept or maintain custody of any Client accounts, except for the authorized deduction of Catalyst's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Catalyst to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Catalyst to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

If the Client gives Catalyst authority to move money from one account to another account, Catalyst may have custody of those assets. To avoid additional regulatory requirements, the Custodian and Catalyst have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Catalyst generally has 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 Catalyst. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Catalyst will be in accordance with each Client's investment objectives and goals.

When selecting securities and determining amounts, Catalyst observes the investment policies, limitations and restrictions of the Clients for which it advises. For registered investment companies, Catalyst's authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments and favor the holding of investments once made.

Investment guidelines and restrictions imposed by the Client must be provided to Catalyst in writing by the Client in the IPS and must be approved by Catalyst.

Item 17 – Voting Client Securities

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

Item 18 – Financial Information

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

Privacy Policy

Effective: October, 2018

Our Commitment to You

Catalyst Advisors LLC ("Catalyst" 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. Catalyst (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.

Catalyst 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?

Driver's license number	Date of birth
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.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients 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
Marketing Purposes Catalyst 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 Catalyst or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users 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
Information About Former Clients Catalyst 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

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.
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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 (617) 585-4543.