

Item 1: Cover Page

Bromfield Sneider Wealth Advisors, Inc.

Form ADV Part 2A

Investment Adviser Brochure

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This Brochure provides information about the qualifications and business practices of Bromfield Sneider Wealth Advisors, Inc. (“we”, “us”, “our”). If you have any questions about the contents of this Brochure, please contact Eric M. Sneider, Principal and Chief Compliance Officer at (617) 252-3400 or eric@bromfieldsneider.com.

Additional information about our Firm is also available on the SEC’s website at www.adviserinfo.sec.gov. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

We are a registered investment adviser. Please note that use of the term “registered investment advisor” and a description of the Firm and/or our employees as “registered” does not imply a certain level of skill or training. For more information on the qualifications of the Firm and our employees who advise you, we encourage you to review this Brochure and the Brochure Supplement(s).

Item 2: Summary of Material Changes

Annual Update

In this Item of Bromfield Sneider Wealth Advisors, Inc.'s (Bromfield Sneider or the Firm) Form ADV 2, the Firm is required to discuss any material changes that have been made to Form ADV since the last Annual Amendment.

Material Changes since the Last Update

Since the last Annual Amendment filing on February 3, 2023, the Firm has the following Material Changes to report:

- This Form was updated to clarify that we do not vote proxies on behalf of clients. Please see Item 17 (Voting Client Securities)

Full Brochure Available

Bromfield Sneider's Form ADV may be requested at any time, without charge by contacting Eric M. Sneider, Principal and Chief Compliance Officer at (617) 252-3400 or eric@bromfieldsneider.com.

Additional information about our Firm is also available on the SEC's website at www.adviserinfo.sec.gov. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Item 3: Table of Contents

Item 1: Cover Page	1
Item 2: Summary of Material Changes	2
Item 4: Advisory Business	4
Item 5: Fees and Compensation	8
Item 6: Performance-Based Fees and Side-by-Side Management	12
Item 7: Types of Clients.....	13
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	14
Item 9: Disciplinary Information	17
Item 10: Other Financial Industry Activities and Affiliations	18
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading .	19
Item 12: Brokerage Practices	21
Item 13: Review of Accounts	24
Item 14: Client Referrals and Other Compensation	25
Item 15: Custody	26
Item 16: Investment Discretion	27
Item 17: Voting Client Securities	28
Item 18: Financial Information	29
Form ADV Part 2B – Investment Adviser Brochure Supplement.....	30

Item 4: Advisory Business

Firm Description

Bromfield Sneider is an Investment Adviser providing Wealth Management and Financial Planning services to individuals, high net worth individuals, families, retirement plans, trusts, and estates. Bromfield Sneider was founded in 2002.

Principal Owners

Bromfield Sneider is solely owned by Eric M. Sneider, however, both Eric M. Sneider and Sandra Bromfield are actively engaged in the day-to-day management of the firm.

Types of Advisory Services

As a general practice, Bromfield Sneider offers Wealth Management Services, which integrates portfolio management with ongoing financial planning advice. On occasion, based on the circumstances, Bromfield Sneider may enter into a stand-alone Financial Planning engagement. Bromfield Sneider offers its services on a fee-only basis, which may include fees based upon assets under management as well as fixed fees, depending on the engagement. Prior to engaging Bromfield Sneider to provide any of the foregoing Wealth Management or Financial Planning services, the client will be required to enter into one or more written agreements with Bromfield Sneider setting forth the terms and conditions under which Bromfield Sneider shall render its services.

Wealth Management

Bromfield Sneider provides Wealth Management services, which includes discretionary portfolio management and monitoring as well as ongoing financial planning.

The Firm utilizes asset allocation methodology determining how much a portfolio should have in each asset class based on a client's individual needs, objectives, time horizon and risk tolerance. No-load mutual funds, exchange traded funds, and individual debt securities are selected that best represent each asset class.

Wealth Management recommendations may only be implemented after the client has arranged for and furnished Bromfield Sneider with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions shall include, but are not limited to, Schwab, any other broker-dealer recommended by Bromfield Sneider, broker-dealer directed by the client, trust companies, banks etc. (collectively referred to herein as Financial Institution(s)).

Bromfield Sneider also may render non-discretionary Wealth Management services to clients relative to: (1) variable life/annuity products that they may own, and/or (2) their individual employer-sponsored retirement plans. In so doing, Bromfield Sneider either directs or recommends the allocation of client assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The client assets shall be

maintained at either the specific insurance company that issued the variable life/annuity product, which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan.

Bromfield Sneider's clients are advised to promptly notify Bromfield Sneider if there are any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon Bromfield Sneider's management services.

Financial Planning

On occasion, depending on a client's unique circumstances, Bromfield Sneider may enter into a separate comprehensive financial planning service agreement, which results in a customized written report and includes such areas as estate, retirement or tax planning.

In performing its services, Bromfield Sneider is authorized to rely on information received from the clients or the client's other professionals (e.g., attorney, accountant, etc.) and is not required to verify information received. Bromfield Sneider may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if Bromfield Sneider recommends its own services. The client is under no obligation to act upon any of the recommendations made by Bromfield Sneider and has absolute discretion over all implementation decisions, including engaging the services of other professionals or Bromfield Sneider itself.

Tailored Relationships

Bromfield Sneider tailors advisory services to the unique needs of each client.

The goals and objectives for each client are documented in the Firm's client relationship management system. For all new clients, Investment Policy Statements are created that reflect the stated goals and objectives, risk tolerance and time horizon.

Agreements may not be assigned without client consent.

Wrap Fee Programs

Bromfield Sneider does not participate in a Wrap Fee Program.

Fiduciary Statement

We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts.

As fiduciaries, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we are compensated may present a conflict with your interests. Our firm and employees must take into consideration each client's objectives and act in the best interests of the client. We are prohibited from engaging in any activity that is in conflict with

the interests of the client. We have the obligation to deal fairly with the client. We have the following responsibilities when working with a client:

- To render impartial advice;
- To make appropriate recommendations based on the client's needs, financial circumstances, and investment objectives;
- To exercise a high degree of care and diligence to ensure that information is presented in an accurate manner and not in a way to mislead;
- To have a reasonable basis, information, and understanding of the facts in order to provide appropriate recommendations and representations;
- Disclose any material conflict of interest in writing; and
- Treat clients fairly and equitably.

Regulations prohibit us from:

- Employing any device, scheme, or artifice to defraud a client;
- Making any untrue statement of a material fact to a client or omitting to state a material fact when communicating with a client;
- Engaging in any act, practice, or course of business which operates or would operate as fraud or deceit upon a client; or
- Engaging in any manipulative act or practice with a client.

We will act with competence, dignity, integrity, and in an ethical manner, when dealing with clients. We will use reasonable care and exercise independent professional judgement when conducting investment analysis, making investment recommendations, trading, promoting our services, and engaging in other professional activities.

Client Assets

As of December 31, 2023, Bromfield Sneider manages \$436,659,527 in assets under management; all assets are managed on a discretionary basis.

Miscellaneous

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services

Generally, inclusive of its advisory fee set forth in Item 5 below, Bromfield Sneider shall generally provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Bromfield Sneider does not serve as an attorney, accountant or insurance agent, and no portion of Bromfield Sneider's services should be construed as legal, accounting or insurance services. Accordingly, Bromfield Sneider does not prepare estate planning documents or tax returns, nor does it sell insurance products. To the extent requested by a client, Bromfield Sneider may recommend the services of other professionals for certain non-investment implementation purposes. 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 Bromfield Sneider and/or its representatives.

Please Note: *If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.*

Retirement Rollovers - Potential for Conflict of Interest

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted; (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted; (iii) roll over to an Individual Retirement Account ("IRA"); or (iv) cash out the account value (which could result in adverse tax consequences). If Bromfield Sneider recommends that a client roll over their retirement plan assets into an account to be managed by Bromfield Sneider, such a recommendation creates a conflict of interest if Bromfield Sneider will earn an advisory fee on the rolled over assets. When acting in such capacity, Bromfield Sneider serves as a fiduciary under the Employee Retirement Income Security Act (ERISA) or the Internal Revenue Code, or both. No client is under any obligation to rollover retirement plan assets to an account managed by Bromfield Sneider.

Use of Mutual Funds

Most mutual funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds that may be recommended and/or utilized by Bromfield Sneider independent of engaging Bromfield Sneider as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Bromfield Sneider's initial and ongoing wealth management services.

Use of DFA Mutual Funds

A limited number of mutual funds, such as those issued by Dimensional Fund Advisors ("DFA"), are generally only available through registered investment advisers. Bromfield Sneider utilizes DFA mutual funds. Thus, if the client were to terminate Bromfield Sneider's services, restrictions regarding transferability and/or additional purchases of, or reallocation among, DFA funds may apply.

Client Obligations

In performing services, Bromfield Sneider shall not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her responsibility to promptly notify Bromfield Sneider if there is ever any change in his/her financial situation or investment objectives for the purpose of reviewing/evaluating/revising Bromfield Sneider's previous recommendations and/or services.

Item 5: Fees and Compensation

Bromfield Sneider bases its fees on a percentage of assets under management and fixed fees.

Compensation – Wealth Management Services

Bromfield Sneider will charge an annual fee based upon a percentage of the market value of the assets being managed by Bromfield Sneider. The annual fee shall vary depending upon the market value of the assets under management as follows:

Portfolio Value	Annual Fee
Up to \$750,000	1.20%
\$750,001 to \$1,500,000	1.15%
\$1,500,001 to \$3,000,000	1.00%
\$3,000,001 to \$5,000,000	0.80%
\$5,000,001 to \$10,000,000	0.75%
\$10,000,001 to \$15,000,000	0.65%
Over \$15,000,000	0.50%

The annualized fee shall be charged quarterly, in advance, based upon the market value of the assets on the last day of the previous quarter. For the initial quarter of services, fees shall be calculated on a pro rata basis.

The client may make additions to and withdrawals from the account at any time, subject to Bromfield Sneider's right to terminate an account. If assets are deposited into an account after the inception of a quarter that exceed \$100,000, the fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. Clients may withdraw account assets on notice to Bromfield Sneider, subject to the usual and customary securities settlement procedures. For partial withdrawals in excess of \$100,000 within a billing period, Bromfield Sneider shall credit its unearned fee towards the next quarter's fee. However, Bromfield Sneider designs its portfolios as long-term investments and asset withdrawals may impair the achievement of a client's investment objectives. Any additional fees due as a result of an addition greater than \$100,000 or credit to be applied due to a withdrawal greater than \$100,000 made after the beginning of a quarter will be reflected as of the client's next quarterly billing period.

Additions may be in cash or securities provided that Bromfield Sneider reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Bromfield Sneider may consult with its clients about the ramifications of transferring securities. However, clients are advised that when such securities are liquidated, they could be subject to transaction fees, fees assessed at the mutual fund level (i.e., contingent deferred sales charge) and/or tax ramifications.

Compensation – Financial Planning

Bromfield Sneider will charge a fixed fee for Financial Planning services. Fees generally range from \$5,000 to \$10,000 based on the estimated time involved, complexity of the situation, special skills needed to solve problems and the application of experience and knowledge to the client's unique circumstances.

Prior to engaging Bromfield Sneider to provide Financial Planning services, the client will generally be required to enter into a written agreement with Bromfield Sneider setting forth the terms and conditions of the engagement and describing the scope of the services to be provided and the portion of the fee that is due from the client prior to Bromfield Sneider commencing services. Generally, Bromfield Sneider requires payment of one-half of the Financial Planning fee upon entering the written agreement. The balance is generally due upon completion and delivery of the financial plan.

Termination of Agreement

Wealth Management Agreements will continue in effect until terminated by either party by written notice to the other. Bromfield Sneider's fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the client, as appropriate.

Financial Planning Agreements terminate upon delivery and completion of the plan. At any time, either party may terminate the Agreement by written notice to the other. In the event the client terminates Bromfield Sneider's Financial Planning services, the balance of Bromfield Sneider's unearned fees (if any) shall be refunded to the client, and the balance (if any) of any earned fees shall be charged to the client.

Other Compensation

Neither Bromfield Sneider nor any of its supervised persons (employees) receive compensation or commissions for the sale of securities or other investment products.

Cash Balances

Some of your assets may be held as cash and remain uninvested. Holding a portion of your assets in cash and cash alternatives (i.e., bank deposit programs, money market fund shares, etc.), may be based on your desire to facilitate transaction execution, to have available funds for withdrawal needs, or to pay fees. Your total portfolio balance, including cash and cash equivalents will be subject to our investment advisory fees. Although our investment strategy utilizes a total return approach for each account managed, you may experience negative performance on the cash portion of your portfolio, as well as other asset classes you may be invested in, if the investment advisory fees charged are higher than the overall return of the portfolio.

Retirement Plan Rollover Recommendations

As part of our investment advisory services to our clients, we may recommend that clients roll assets from their employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account

(collectively, a “Plan Account”), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an “IRA Account”) that we will advise on the client’s behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts.

If the client elects to roll the assets to an IRA that is subject to our advisement, we will charge the client an asset-based fee as set forth in the advisory agreement the client executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to the client (i.e., receipt of additional fee-based compensation). Clients are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if clients do complete the rollover, clients are under no obligation to have the assets in an IRA advised on by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule (Department of Labor PTE 2020-02) that requires us to act in our clients’ best interests and not put our interests ahead of our clients’.

Under this special rule’s provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice);
- never put our financial interests ahead of our clients’ when making recommendations (give loyal advice);
- avoid misleading statements about conflicts of interest, fees, and investments;
- follow policies and procedures designed to ensure that we give advice that is in our clients’ best interests;
- charge no more than a reasonable fee for our services; and
- give clients basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, clients should consider the costs and benefits of a rollover. Note that an employee will typically have four options in this situation:

1. leaving the funds in the employer’s (former employer’s) plan;
2. moving the funds to a new employer’s retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide clients with an explanation of the advantages and disadvantages of both account types and document the basis for our belief that the rollover transaction we recommend is in your best interests.

General Information on Compensation and Other Fees

In certain circumstances, Wealth Management fees and account minimums are negotiable depending on a client's unique situation – such as the aggregated household portfolio size, or pre-existing relationships with clients. Certain clients may pay more or less than others depending on the amount of assets under management.

All fees paid to Bromfield Sneider for advisory services are exclusive of charges imposed by Financial Institution(s) and other third parties such as custodian fees, 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 and administrative expenses, which are disclosed in a fund's prospectus. These too are separate from fees paid to Bromfield Sneider.

As discussed below in Item 12, unless the client directs otherwise, Bromfield Sneider shall generally recommend that Charles Schwab & Co., Inc. ("Schwab") serve as the broker-dealer/custodian for client investment management assets. As discussed above, in addition to Bromfield Sneider's wealth management fee, broker-dealers such as *Schwab* charge brokerage commissions and/or transaction fees for effecting securities transactions.

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

Neither Bromfield Sneider nor any of its Supervised Persons (employees) accepts performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Bromfield Sneider does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

Item 7: Types of Clients

As described in Item 4, Bromfield Sneider provides Wealth Management and Financial Planning services to individuals, high net worth individuals, families, retirement plans, trusts, and estates.

Account Minimums

Bromfield Sneider provides Wealth Management services to clients. As a condition for starting and maintaining a Wealth Management relationship, Bromfield Sneider shall generally impose a minimum account size of \$1,000,000.

Bromfield Sneider, in its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, etc.). As a result, clients with similar circumstances could pay different fees. In addition, advisory services may be available from other investment advisers for lower fees.

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

Methods of Analysis

Bromfield Sneider measures investors' financial goals, investment objective, and risk tolerance through a comprehensive fact-finding approach that includes consultations with the client. In providing Wealth Management and Financial Planning services, Bromfield Sneider looks to the long-term when designing strategies that, in its judgment, are best suited to fit the client's needs. Our methods of analysis and strategies subsequently recommended to clients begin with an understanding of a client's personal goals and lifestyle.

Bromfield Sneider may also employ security analysis methods including fundamental analysis; technical analysis; and cyclical analysis.

Bromfield Sneider uses many sources of public information including financial newspapers and journals, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the Securities and Exchange Commission (SEC), and company press releases.

Other sources of information that Bromfield Sneider may use include information from investment managers, financial service companies, data base companies, and government sources.

Investment Strategies

The investment strategy for a specific client is based upon an evaluation of the client's needs and objectives stated by the client during consultations. The client may change these objectives at any time. Each new client executes an Investment Policy Statement documenting their financial goals, time horizon, risk tolerance, and desired investment strategy.

Investment strategies are designed to help the client achieve his or her financial goals and may include long-term and short-term purchases depending upon individual needs and circumstances. The concept of asset allocation, or spreading investments among a number of asset classes, is in the forefront of our strategies.

Bromfield Sneider generally recommends no-load mutual funds or exchange-traded funds (ETFs) that represent either an index or managed portfolio of individual securities diversified within the targeted asset class. When recommending a specific fund, Bromfield Sneider may consider, amongst other things, expense ratio, investment style, turnover ratio, and market capitalization.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear.

Bromfield Sneider believes that risk reduction is a key element to long-term investment success and asset allocation principles are a key part of the Firm's overall approach when advising clients.

Additionally, Bromfield Sneider educates a client about his or her attitude towards risk, may provide examples of the downside risk potential in a specific portfolio during various economic cycles, and determines together with a client acceptable risk/reward parameters that can yield attainment of the client's financial goals.

All investments involve the risk of loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends and other distributions), and the loss of future earnings. Although Bromfield Sneider manages the assets in a manner consistent with risk tolerances, there can be no guarantee that our efforts will be successful. The investor should be aware of the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar next year will not buy as much as a dollar today, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties (i.e., Non-traded REITs and other alternative investments) are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in

good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

- **Cybersecurity Risk:** A breach in cyber security refers to both intentional and unintentional events that may cause an account to lose proprietary information, suffer data corruption, or lose operational capacity. This in turn could cause an account to incur regulatory penalties, reputational damage, and additional compliance costs associated with corrective measures, and/or financial loss.
- **Pandemic Risk:** Large-scale outbreaks of infectious disease can greatly increase morbidity and mortality over a wide geographic area, crossing international boundaries, and causing significant economic, social, and political disruption.
- **Custodial Risk:** This risk is the probability that a party to a transaction will be unable or unwilling to fulfill its contractual obligations either due to technological errors, control failures, malfeasance, or potential regulatory liabilities.

It cannot be assumed that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Bromfield Sneider) will be profitable or equal to any specific performance level(s).

Initial Public Offerings

Bromfield Sneider does not participate in initial public offerings on behalf of its clients.

Item 9: Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Bromfield Sneider or the integrity of Bromfield Sneider's management. Neither Bromfield Sneider nor any management persons have any legal or disciplinary disclosures.

Item 10: Other Financial Industry Activities and Affiliations

Bromfield Sneider is not registered as a broker-dealer, and none of its management persons are registered representatives of a broker-dealer.

Neither Bromfield Sneider nor any of its management persons is registered as (or associated with) a futures commissions merchant, commodity pool operator, or a commodity trading advisor.

Neither Bromfield Sneider nor any of its management persons have a material relationship or arrangement with any related person or financial industry entities.

Other Investment Advisors

Bromfield Sneider does not recommend or select other investment advisors for its clients.

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

Code of Ethics

Bromfield Sneider employees must comply with a Code of Ethics and Statement for Insider Trading. The Code describes the Firms' high standard of business conduct, and fiduciary duty to its clients. The Code's key provisions include:

- Statement of General Principles;
- Policy on and reporting of Personal Securities Transactions;
- A prohibition on Insider Trading;
- Restrictions on the acceptance of significant gifts;
- Procedures to detect and deter misconduct and violations; and
- Requirement to maintain confidentiality of client information.

Eric M. Sneider, Principal and Chief Compliance Officer, reviews all employee trades each quarter. His trades are reviewed by Sandra Bromfield, President. These reviews ensure that personal trading does not affect the markets, and that clients of Bromfield Sneider receive preferential treatment.

All employees of Bromfield Sneider must acknowledge the terms of the Code of Ethics at least annually.

Any individual not in compliance with the Code of Ethics may be subject to termination. Clients and prospective clients can obtain a copy of Bromfield Sneider's Code of Ethics by contacting Eric M. Sneider at (617) 252-3400.

Participation or Interest in Client Transactions – Personal Securities Transactions

Bromfield Sneider and its employees may buy or sell securities identical to those recommended to clients for their personal accounts. The Code of Ethics, described above, is designed to assure that the personal securities transactions, activities and interests of the employees of Bromfield Sneider will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of Bromfield Sneider's clients. In addition, the Code requires pre-clearance of certain transactions. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between Bromfield Sneider and its clients.

Bromfield Sneider and its employees may trade in the same securities at or about the same time as with client accounts. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets.

Participation or Interest in Client Transactions – Financial Interest and Principal/Agency Cross

Bromfield Sneider and its employees do not recommend to clients, or buy or sell for client accounts, securities in which they have a material financial interest.

It is Bromfield Sneider's policy that the Firm will not affect any principal or agency cross securities transactions for client accounts. Bromfield Sneider will also not cross trades between client accounts.

Item 12: Brokerage Practices

Research and Other Soft Dollar Benefits

Bromfield Sneider does not receive formal soft dollar benefits other than execution from broker/dealers in connection with client securities transactions.

Brokerage for Client Referrals

Bromfield Sneider does not receive client referrals from broker/dealers.

Brokerage Practices

In the event that the client requests that Bromfield Sneider recommends a broker-dealer/custodian for execution and/or custodial services, Bromfield Sneider generally recommends that investment accounts be maintained at Charles Schwab & Co., Inc. ("Schwab"). Prior to engaging Bromfield Sneider to provide wealth management services, the client will be required to enter into a formal *Wealth Management Agreement* with Bromfield Sneider setting forth the terms and conditions under which Bromfield Sneider shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Bromfield Sneider considers when recommending *Schwab* (or any other broker-dealer/custodian to clients) include historical relationship, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by clients shall comply with Bromfield Sneider's duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to affect the same transaction where Bromfield Sneider 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, commission rates, and responsiveness. Accordingly, although Bromfield Sneider will seek competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, our investment advisory fee.

Directed Brokerage

Bromfield Sneider recommends that its clients utilize the brokerage and custodial services provided by *Schwab*. Bromfield Sneider generally does not accept directed brokerage arrangements (when a client requires that account transactions be affected 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 Bromfield Sneider 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 Bromfield Sneider. 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.

Other Economic Benefits

Bromfield Sneider is independently owned and operated and not affiliated with Schwab. Schwab provides Bromfield Sneider with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis **and are not otherwise contingent upon Bromfield Sneider committing to Schwab any specific amount of business** (assets in custody or trading).

For Bromfield Sneider's client accounts maintained there, Schwab is compensated through commissions or other transaction-related fees for securities trades that are executed through Schwab or that settle into Schwab accounts. The brokerage commissions and/or transaction fees charged by Schwab or any other designated broker-dealer are exclusive of and in addition to Bromfield Sneider's fees.

Non-Soft Dollar Research and Additional Benefit

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Bromfield Sneider may receive from Schwab (or another broker-dealer/custodian, investment manager, platform or fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Bromfield Sneider to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Bromfield Sneider may 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 Bromfield Sneider in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist Bromfield Sneider in managing and administering client accounts. Others do not directly provide such assistance, but rather assist us to manage and further develop its business enterprise.

Clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by us to Schwab 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 result of the above arrangement.

Trade Aggregation

Trade aggregation is the act of trading a large block of a security in a single order. Shares of a purchased security are then allocated to the appropriate accounts in the appropriate proportion. The main purposes of order aggregation are (i) for ease of trading and (ii) to obtain a lower transaction cost associated with trading a larger quantity. Bromfield Sneider does not aggregate or block trades. As a result, clients purchasing securities around the same time may receive a less favorable price than other clients. In addition, not aggregating trades may result in higher transaction costs, as a client will not benefit from lower transaction cost which might be achieved if the trade was aggregated.

Item 13: Review of Accounts

Reviews

For those clients to whom Bromfield Sneider provides Wealth Management services, Bromfield Sneider monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. Such reviews are conducted by Sandra Bromfield, President, or Eric M. Sneider, Principal and Chief Compliance Officer. All Wealth Management clients are encouraged to discuss their needs, goals, and objectives with Bromfield and to keep Bromfield informed of any changes thereto. Bromfield Sneider shall contact ongoing Wealth Management clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Review Triggers

Other conditions that may trigger a review are changes in market, political or economic conditions, tax laws, new investment information, and changes in a client's own situation.

Reporting

Unless otherwise agreed upon, Wealth Management clients are provided with monthly account statements directly from the broker-dealer or custodian for the client accounts. These clients will also receive a quarterly report from Bromfield Sneider that may include such relevant account and/or market-related information such as an inventory of account holdings, in-flow and out-flows, fees, and performance.

Those clients to whom Bromfield Sneider provides Financial Planning services will receive a report from Bromfield Sneider detailing its analysis, conclusions and recommendations.

Item 14: Client Referrals and Other Compensation

Other Compensation

Bromfield Sneider does not receive any economic benefits (other than normal compensation other than as described in Item 12) from any firm or individual for providing investment advice.

Bromfield Sneider does not compensate any individuals or entities for prospective client referrals.

As indicated in Item 12 above, Bromfield Sneider may receive from Schwab without cost (and/or at a discount), support services and/or products. Bromfield Sneider's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by Bromfield Sneider to Schwab 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 the above arrangements.

Compensation – Client Referrals

Bromfield Sneider may receive referrals from current clients, estate planning attorneys, accountants, employees, personal friends of employees, and other similar sources. Bromfield Sneider does not compensate referring parties for these referrals.

Item 15: Custody

Custody – Fee Debiting

Bromfield Sneider shall have the ability to deduct its advisory fee from the client's Schwab account on a quarterly basis. Clients are provided with monthly account statements directly from Schwab.

Custody – First Party Money Transfers

Clients may provide Bromfield Sneider with written ongoing authorization to wire money between the client's accounts held with the qualified custodian directly to an outside financial institution (i.e., a client's bank account). A copy of this authorization is provided to the qualified custodian. The authorization includes the client's name and account number(s) at the outside financial institution(s) as required.

Custody – Account Statements

As described above and in Item 13, clients receive monthly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets. Clients are urged to carefully review such statements and compare such official custodial records to the account statements or other reports that Bromfield Sneider provides. Bromfield Sneider statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Please Note: To the extent that Bromfield Sneider provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Bromfield Sneider with the account statements received from the account custodian.

Please Also Note: The account custodian does not verify the accuracy of Bromfield Sneider's advisory fee calculation.

Item 16: Investment Discretion

Through the investment management agreement, Bromfield Sneider may accept limited power of attorney to act on a discretionary basis on behalf of clients. A limited power of attorney allows Bromfield Sneider to execute trades on behalf of clients.

When such limited powers exist between Bromfield Sneider and the client, Bromfield Sneider has the authority to determine, without obtaining specific client consent, both the amount and type of securities to be bought or sold to satisfy client account objectives. Additionally, Bromfield Sneider may accept any reasonable limitation or restriction to such authority on the account placed by the client. All limitations and restrictions placed on accounts must be presented to Bromfield Sneider in writing.

Item 17: Voting Client Securities

Proxy Voting

Bromfield Sneider does not have any authority to and does not vote proxies on behalf of clients, nor do we make any express or implied recommendation with respect to voting proxies. Clients retain the sole responsibility for receiving and voting proxies that they receive directly from either their custodian or transfer agents. Clients may contact Bromfield Sneider for information about proxy voting.

Item 18: Financial Information

Bromfield Sneider has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

Bromfield Sneider is not required to provide a balance sheet; Bromfield Sneider does not require prepayment of fees of both more than \$1,200 per client and more than six months in advance.

ANY QUESTIONS: Please contact Eric M. Sneider, Principal and Chief Compliance Officer at (617) 252-3400 or eric@bromfieldsneider.com to address any questions regarding this Form ADV Part 2A.

Form ADV Part 2B – Investment Adviser Brochure Supplement

Bromfield Sneider Wealth Advisors, Inc. **Form ADV Part 2B** **Investment Adviser Brochure Supplement**

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Supervisor's Name and Supervised Person: Sandra Bromfield

Supervisor of:
Eric M. Sneider

January 2024

This Brochure Supplement provides information about the Firm's ("we", "us", "our") employees that supplements our Brochure. You should have received a copy of that Brochure. Please contact Eric M. Sneider, Principal and Chief Compliance Officer at (617) 252-3400 or eric@bromfieldsneider.com if you did not receive our Brochure or if you have any questions about the contents of this Supplement.

Additional information about our employee(s) referenced above is also available on the SEC's website at www.adviserinfo.sec.gov/. You may search this site using a unique identifying number, known as a CRD number for each employee.

Item 2: Educational Background and Business Experience

Education and Business Background

All individuals that render Wealth Management services on behalf of Bromfield Sneider must have earned a college degree and/or have substantive investment-related experience.

Supervised Persons

Sandra Bromfield
CRD# 1280878

Born 1945

Business Background:

Bromfield Sneider Wealth Advisors, Inc.
(formerly known as Bromfield Financial Advisory Group, Inc.)
President

2002 to Present

Bromfield Financial Services
President

1987 to 2002

Linsco/Private Ledger
Investment Adviser Representative

1992 to 2007

Formal Education after High School:

Boston University
Master of Arts in Urban Planning

University of Connecticut
Bachelor of Arts in English

Professional Designations:

Certified Financial Planner (CFP®)
Chartered Financial Consultant (ChFC)

Eric M. Sneider
CRD # 1836085

Born 1965

Business Background:

Bromfield Sneider Wealth Advisors, Inc.
(formerly known as Bromfield Financial Advisory Group, Inc.)
Principal and Chief Compliance Officer

2002 to Present

Bromfield Financial Services
Associate

1998 to 2002

Linsco/Private Ledger
Investment Adviser Representative

1998 to 2007

Formal Education after High School:

University of Massachusetts, Amherst

Bachelor of Arts in Economics

Professional Designations:

Chartered Financial Analyst (CFA)

Certified Financial Planner (CFP®)

Professional Certifications

Our Supervised Persons maintain professional designations, which required the following minimum requirements:

Chartered Financial Analyst (CFA)

Issued By	CFA Institute
	Candidate must meet one of the following requirements prior to enrollment:
Prerequisites	<ul style="list-style-type: none">• Hold a bachelor's or equivalent degree from a college/university;• Be within 11 months of the graduation month for a bachelor's degree or equivalent program by the date of sitting for the Level I exam; or• Have a combination of 4,000 hours of work experience and/or higher education that was acquired over a minimum of three sequential years by the date of enrolling for the Level I exam;• Have 4,000 hours of qualified work experience in the investment decision-making process (accrued before, during, or after participation in the CFA Program); and• Submit two-to-three professional reference letters.
Education Requirements	Candidate must complete the following: <ul style="list-style-type: none">• Self-study program (250 hours of study for each of the 3 levels)
Exam Type	Three in-person, proctored, closed-book, computer-based exams
Continuing Education Requirements	None

Chartered Financial Consultant (ChFC)

Issued By	The American College
Prerequisites	Candidate must meet the following requirements:

- 3 years of full-time business experience within the five years preceding the awarding of the designation

Education Requirements	6 core and 2 elective courses
Exam Type	Final proctored exam for each course
Continuing Education Requirements	30 CE credits every 2 years

Certified Financial Planner™ (CFP®)

Issued By	Certified Financial Planner Board of Standards, Inc.
Prerequisites	<p>Candidate must meet the following requirements:</p> <ul style="list-style-type: none"> • A bachelor's degree (or higher) from an accredited college or university, and • 3 years of full-time personal financial planning experience
Education Requirements	<p>Candidate must complete a CFP®-board registered program, or hold one of the following:</p> <ul style="list-style-type: none"> • CPA • ChFC • Chartered Life Underwriter (CLU) • CFA • Ph.D. in business or economics • Doctor of Business Administration • Attorney's License
Exam Type	CFP® Certification Examination
Continuing Education Requirements	30 hours every 2 years

Item 3: Disciplinary Information

Neither Bromfield Sneider nor any Supervised Persons have been involved in any activities resulting in a disciplinary disclosure.

Item 4: Other Business Activities

Disclosure on Outside Business Activities is provided in Form ADV Part 2A Item 10 – Other Financial Industry Activities and Affiliations above.

Currently, none of Bromfield Sneider's Supervised Persons are engaged in any reportable outside business activities.

Item 5: Additional Compensation

No Supervised Person receives any economic benefit outside of regular salaries or bonuses related to amount of sales, client referrals or new accounts.

Item 6: Supervision

Sandra Bromfield, President, is the person responsible for supervising Bromfield Sneider's advisory activities and managing Bromfield Sneider's team of Supervised Persons.

In addition, Bromfield Sneider's Principal and Chief Compliance Officer, Eric M. Sneider, regularly reviews client reports, emails, and trading, as well as employees' personal securities transaction and holdings reports.

Management of these Supervised Persons' activities on behalf of Bromfield Sneider and its advisory clients also takes place through regular investment committee meetings, compliance meetings, and staff meetings, as well as through a quarterly performance evaluation process. In addition, all of these individuals regularly interact on a daily or weekly basis as well as through email.

Both Sandra Bromfield and Eric M. Sneider can be reached at (617) 252-3400.