

Baystate Wealth Management, LLC.

200 Clarendon Street, 25th Floor,

Boston, MA 02116

617-982-5200

www.BaystateWealth.com

March 30, 2020

Wrap Fee Program Brochure

This wrap fee program brochure provides information about the qualifications and business practices of Baystate Wealth Management, LLC. If you have any questions about the contents of this brochure, please contact us at 617-982-5200. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Baystate Wealth Management, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Since its last Form ADV filing on November 01, 2019, there have been no material changes.

Our current Brochure may be requested by contacting Thomas N. O'Connor at: 617-585-4543; or by email at: toconnor@baystatefinancial.com. Our current Brochure is also available on our web site free of charge at www.baystatewealth.com.

Additional information about Baystate Wealth is available via the SEC's web site: www.adviserinfo.sec.gov. The SEC's web site also provides information about the people affiliated with Baystate Wealth who are registered, or who are required to be registered, as investment adviser representatives of Baystate Wealth.

Item 3 -Table of Contents

<u>Item 1 – Cover Page</u>	1
<u>Item 2 – Material Changes</u>	2
<u>Item 3 -Table of Contents</u>	3
<u>Item 4 – Services, Fees and Compensation</u>	4
<u>Item 5 – Account Requirements and Types of Clients</u>	12
<u>Item 6 – Portfolio Manager Selection and Evaluation</u>	12
<u>Item 7 – Client Information Provided to Portfolio Managers</u>	14
<u>Item 8 – Client Contact with Portfolio Managers</u>	14
<u>Item 9 – Additional Information</u>	14

Item 4 – Services, Fees and Compensation

Description of the Baystate Wealth Program

Baystate Wealth has entered into a co-advisory agreement with MML Investors Services, LLC (“MMLIS”) pursuant to which the two companies act as co-advisors to clients who open investment advisory Accounts at Baystate Wealth. Per 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 the Company’s asset allocation strategies. Baystate Wealth is responsible for managing the client’s assets consistent with one or more of the Company’s asset allocation strategy(ies), as communicated to the Company by MMLIS. Baystate Wealth’s Form ADV 2A Brochure and this Wrap Fee Program Brochure describe Baystate Wealth’s duties and responsibilities. For a description of MMLIS’ duties and responsibilities, please see MMLIS’ Form ADV 2A Brochure.

Baystate Wealth provides fee-based discretionary and non-discretionary investment supervisory services and portfolio management primarily for high net worth individuals, closely-held and family businesses, corporations, trusts and foundations and athletes involved in professional and amateur athletics (the “Program”).

The Company’s typical clients are individuals, high net worth individuals, or owner of a family or closely-held business.

Please Note: Non-Discretionary Service Limitations. Clients who engage Baystate Wealth on a non-discretionary investment advisory basis must agree that Baystate Wealth cannot affect 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, Baystate Wealth will be unable to effect any Account transactions (as it would for its discretionary Clients) without first obtaining the Client’s verbal consent.

The Baystate Wealth Program offers flexibility in choosing the kinds of securities to be held in the Client’s Account(s). Eligible securities include, without limitation:

- Exchange Listed Stocks (NYSE, AMEX);
- NASDAQ Listed Securities;
- Exchange Traded Funds (ETFs);
- Exchange Traded Notes (ETNs);
- No-load Mutual Funds;

- Load-Waived Mutual Funds;
- American Depositary Receipts (ADRs);
- U.S. Government Bonds;
- Mortgage-backed Bonds;
- Municipal Bonds;
- Unit Investment Trusts;
- Exchanged Traded REITs/Limited Partnerships; and
- Brokerage Certificates of Deposit.

There are certain securities that are “ineligible” for the Program. Those securities will not be purchased for Clients’ Accounts. To the extent a Client transfers an Account or portfolio in kind, and the incoming portfolio or Account contains ineligible securities, the ineligible securities will either be refused for transfer or sold once the portfolio or Account is in the Program.

Clients may establish an Account at Baystate Wealth by transferring cash or by transferring accounts in kind or after the sale of all or some of the securities in the transferred account. To the extent the Client seeks to transfer an account in kind, and the account contains securities that are ineligible securities under the Baystate Wealth Program, those securities must be sold prior to, concurrent with, or shortly after the transfer.

The client relationship is managed by Investment Adviser Representatives (“IARs”) of MMLIS and by the management and employees of Baystate Wealth. IARs, with the assistance of Baystate Wealth management or employees if requested, generally meet with clients, discuss the clients’ goals and objectives and assist the clients in the development, management and implementation of the clients’ wealth management program. IARs do not, however, manage Baystate Wealth portfolios for clients. Rather, Baystate Wealth portfolios are managed by Approved Portfolio Managers (“APMs”) of Baystate Wealth. All APMs of Baystate Wealth are pre-approved by the Company to manage assets. The investment process is governed by the Investment Committee of the Company, which meets typically twice a month or as dictated by market conditions, to discuss investment options for the APMs.

Baystate Wealth’s investment advisory services are based primarily on asset allocation and diversification strategies developed by the Company and agreed to in writing with the Client. The Company builds portfolios using a combination of individual stocks and bonds, exchange traded funds (“ETFs”), exchange traded notes (“ETNs”), index funds, fixed

income alternatives, mutual funds and alternative managers when appropriate. Portfolios are reviewed at least annually.

The investment advice provided by Baystate Wealth is customized to fit the risk profile, goals, objectives, and other preferences of each individual Client, pursuant to a written Investment Policy Statement (“IPS”) developed with and signed off on by the Client. Such advice may include recommended strategic and tactical asset allocation, recommended diversification, investment buy/sell recommendations, selection of and recommendations of outside managers, and portfolio management, including the potential selection of securities for the Account of the Client on the basis of the Client’s risk profile and goals and objectives. The Company currently does not maintain or promote pooled Accounts (although it may do so in the future). By agreement, the Company may treat members of a family as a single Client for billing, allocation and other purposes. As discussed in more detail below, Baystate Wealth on occasion may purchase or sell securities on an aggregated or block basis. The Company has specific practices and policies it follows to ensure that all Clients are treated fairly in such circumstances.

Individually Managed Accounts

While each portfolio is managed separately, and ultimately the IPS controls, with the Client’s consent the Company may manage Accounts targeted to one of several investment strategies, referred to as “Model Portfolios” by the Company. These Model Portfolios range from conservative to very aggressive. The Client’s portfolio may or may not be identical to a Model Portfolio, but the Model Portfolio is a target allocation tied to a specific risk tolerance. The selection of one or more of these Model Portfolios as an investment target depends on the Client’s risk tolerance and objectives.

Information on the Model Portfolios, their composition, strategic and tactical allocations, and their benchmarks, are provided by Baystate Wealth to Clients. The specific securities in each Model Portfolio, and the specific strategic and tactical allocations for each Model, may change over time and may be different at different points in time. Strategic and tactical allocation decisions for each Model Portfolio are made by the Investment Committee. The Company may employ a strategy of writing options to hedge portfolios or to dampen volatility. Smaller accounts may have a similar overall allocation among asset classes and styles. However, smaller accounts also tend to have fewer, and sometimes different, holdings than larger accounts invested in the same strategy. Thus, the performance (good or bad) of any single holding could have a greater impact on the overall performance of a smaller account than on the performance of a larger account. The Company may purchase “recommended lists” or research and buy or sell recommendations from other investment advisory firms, but the decision to buy or sell a particular security in a Baystate Wealth portfolio remains with Baystate Wealth.

There is no guaranty that any investment strategy, Model Portfolio or Account will achieve a particular result or that any Account will result in a profit. Past performance is no guaranty of future results.

The Client's risk tolerance, and financial goals and objectives, as well as other pertinent facts and data, are reflected in the IPS. As the Client's goals, objectives and risk tolerance change, it is the client's obligation to update the IPS accordingly, and certain agreed-upon actions are taken to ensure that the portfolios are being managed in accordance in the IPS.

Portfolios are adjusted in response to and in anticipation of market conditions. Strategic and tactical allocations are made taking into account relative valuations, market conditions, movements in the market and geo-political events affecting the markets. The amount of strategic and tactical allocations may vary over time periods and are at the discretion of Baystate Wealth.

Client assets are custodied at Fidelity Institutional Wealth Services ("the Custodian") and are maintained in the Baystate Wealth Program (hereinafter the accounts are referred to as "the Program Accounts"). Clients are required to sign a Fidelity Account Application to open a Program Account. This is in addition to the Engagement Letter Clients sign to open an advisory account with Baystate Wealth and to the CRIA Transition form required by MMLIS. Further information concerning the relationship between the Company, MMLIS and Fidelity is set forth in Baystate Wealth's ADV 2A Brochure at Item 10.

Program Fees and Billing

Subject to exceptions made at the discretion of the Company, the minimum account size for Baystate Wealth is \$250,000.00. A lower minimum may be accepted at the discretion of Baystate Wealth Management. Fees are negotiable with the Client and generally are charged as a percentage of assets under management or stated in basis points. Subject to exceptions made at the discretion of the Company, Baystate Wealth receives an investment management fee of 32-basis points. The IAR receives a separate and additional fee for ongoing advisory services, as determined based upon a grid payment system established at MMLIS. Any residual is paid to Baystate Wealth. Thus, the total fee paid for investment management services is the combination of the fees paid to Baystate Wealth and the fees paid to the IAR. From the fees received on Accounts, Baystate Wealth pays a yearly fee to MMLIS for operational, compliance, marketing and sales support. Payments to MMLIS do not affect the amount of fees paid by the Client on Baystate Wealth accounts. The total fee may not exceed 1.62% or 162 basis points. The agreed upon fee is set forth in the Engagement Letter.

The first payment for the Program Fee is prorated to cover the period from the date the Account is opened and funded through the end of the then current calendar quarter. Fees are debited directly from the Client's Program Account, based on the fee schedule which is attached as Exhibit A to the Engagement Letter. Thereafter, the quarterly Program Fee will be paid at the beginning of each calendar quarter and the fee will be based on the fair market value of the assets in the Program Account on the last business day of the preceding calendar quarter as calculated by the Custodian.

Through Baystate Wealth, the Client authorizes the Custodian to deduct the Program Fee and other charges from cash assets held in the account. Therefore, the Client should maintain a suitable percentage of the portfolio in cash to pay for fees and charges under the Program. If the Account does not have enough cash to pay for the advisory and/or brokerage fees and charges, the Company instructs the Custodian to sell any Account assets the Custodian deems appropriate to make such cash available even if the Client did not grant Discretionary Trading by executing a Discretionary Engagement Letter. In such cases, the Client may face a taxable event, to which capital gains (or other) taxes may apply. For certain accounts, specific security exclusions from billing may be negotiated with the Client.

The Client authorizes the Custodian to deduct all applicable fees and costs from the Client's Program Account and all such fees and costs will be clearly noted on the statements provided to the Client no less than quarterly by Baystate Wealth and/or the Custodian.

Investment Advisory Fees – Fee Schedule – Wrap Fee Program

The fees charged to the Client for portfolio management are negotiable and subject to the written agreement of the Client in the Engagement Letter. Program Fees may not exceed 1.62% or 162 basis points of the assets under management.

Advisory Fee Plus compared to Advisory Fee One

Clients can choose one of two billing arrangements; called "Advisory Fee Plus" and "Advisory Fee One." The difference is whether the transaction and other costs are paid for directly by the Client or included in the overall fee charged to the Account (which is considered a "wrap fee" program).

Under Advisory Fee Plus, the Client pays the transactional costs directly to the Custodian, which are deducted and paid from the Account. The IAR and Baystate Wealth are not paid, and neither receives, any compensation or payment from such transactional and other brokerage costs and fees.

Under Advisory Fee One (the wrap fee), the IAR and/or Baystate Wealth will pay the transactional costs from the Advisory Fee One fee paid by the Client. In the event the Client

elects Advisory Fee One, the Client will only pay one total fee to Baystate Wealth and the IAR and the Client will not have to pay the transactional costs charged by the Custodian.

Since this Brochure addresses only the Wrap Fee Program, only Advisory Fee One is discussed below. For more information on the different billing arrangements, please see Baystate Wealth's ADV 2A Brochure at Item 5.

Advisory Fee One

The Client may select a fee arrangement where the transactional costs are paid for out of the total investment management fee charged the Client. This fee arrangement is referred to as "Advisory Fee One." Advisory Fee One meets the definition of a "wrap fee program" under the Investment Advisers Act of 1940 ("the Act") and other applicable rules and regulations.

Advisory Fee One Fee May Cost More/Factors Bearing on Costs

The Advisory Fee One fee likely will be higher than if the Client did not select this option and instead opted for the Advisory Fee 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 Fee One fee will be higher than the total fees and costs the Client would pay if the Client opted for the Advisory Fee Plus fee, since this will depend on the number of trades and the other factors discussed below.

A number of factors will have a bearing on the issue of whether the Advisory Fee 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 Fee Plus fee). The number, amount and types of trades undertaken in the portfolio on a quarterly and yearly basis will have a direct impact on the issue. Under Advisory Fee One, the transactional costs are paid for from the total investment management fee charged, whereas under Advisory Fee Plus, the Client pays for the transactional costs. If the number, amount and types of trades are increased, the transactional costs may increase (assuming the Custodian charges a transaction cost for the purchase or sale of the particular security). Depending on the amount of wrap fee charged on the account, these transactional costs could be a significant portion of the wrap fee charged and thus reduce the overall compensation received by the IAR(s) and Baystate Wealth. 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 (particularly if the Custodian does not charge a transaction cost for the purchase or sale of the particular security) 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, the nature of the securities traded and the size of the account or whether e-delivery is authorized, 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.). In addition, the Custodian may charge transaction costs only with respect to Accounts falling below a minimum amount or Accounts that do not authorize e-delivery. 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, compared to the overall costs charged by the Custodian. 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 Fee One in relation to the cost of Advisory Fee 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, whether the Client has authorized or not authorized e-delivery and the number and range of supplemental services provided to the Account.

Baystate Wealth makes no representation that the Advisory Fee One or the Advisory Fee Plus fee paid by the Client is the same as or lower than that charged to another Clients who invest in the Baystate Wealth Program, or that the Advisory Fee One or the Advisory Fee 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 Baystate Wealth 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 Baystate Wealth may have an impact on the total fee charged to a particular Account. **Please Note:** The Client's total wrap fee is a combination of both Baystate Wealth's investment management fee and the IAR's service/advisory fee. The management fees paid by Clients are divided between Baystate Wealth and the IAR. Baystate Wealth charges a 32-basis point platform fee based on the assets under management at the time of billing. The IAR receives a separate and additional fee determined by his/her/its applicable grid rate set by MMLIS for his/her/its ongoing advisory services. Baystate Wealth receives any residual fee not paid to the IAR, after payment of transaction costs to the account custodian. **Accordingly,** Baystate Wealth has **a conflict of interest** because Baystate Wealth could have an economic incentive to maximize its compensation by seeking to minimize the number of transaction/total costs in a Client's account.

Additional Client Fees

The fees charged by Baystate Wealth do not include certain other fees and charges such as any fees imposed by the SEC, wire transfer fees, fees resulting from any special requests that Clients may have, fees or commissions for securities transactions (including without limitation dealer markups and mark-downs) effected through any broker-dealer other than the Custodian or costs associated with temporary investment of Client funds in a money market account. In addition to the fees charged by Baystate Wealth, the Custodian may charge the Client additional miscellaneous fees (e.g. ACAT fees, wire transfer fees, check re-order fees, etc.). Such fees are available upon request. In addition, there may be fees charged for performance reporting programs and other enhanced reporting programs that may be applicable to the Program Accounts. The fees charged by Baystate Wealth do not include the internal management, operating or distribution fees or expenses imposed or incurred by any mutual fund, exchange traded fund or exchange traded note that the Client's Program Account may hold, which may include 12b-1 fees, early termination fees (which include fees on whole or partial liquidations of fund assets in the account) and other fees and expenses that may be assessed by the investment vehicle's sponsor, custodian, transfer agent, adviser, shareholder service provider or other service providers. Further information regarding charges and fees assessed by a fund company may be found in the appropriate prospectus, and/or annual report of the fund. Clients should read each of the prospectuses for a more complete explanation of these fees and expenses which may include fees for management, administration, servicing, custodial, legal, audit, etc. Any increase in those charges and fees will be borne by the Client regardless of the type of fee arrangement selected by the Client.

Clients may invest directly in mutual funds, ETFs, ETNs, stocks or fixed income instruments without paying an advisory fee (i.e. outside of the Baystate Wealth Program). Thus, it may be less expensive for Clients to invest in mutual funds, ETFs, ETNs, stocks or fixed income instruments outside of the Program. However, Clients will not receive the services provided by Baystate Wealth under the Program if they choose to buy these securities outside the Program. Baystate Wealth does not represent that the fee a Client pays is the same as or lower than that charged by other sponsors of comparable programs for accounts of comparable size or investment objectives.

Please Note: Fee Differentials. As noted above, the total fee charged to Clients is based upon various objective and subjective factors. Thus, Baystate Wealth's Clients could pay diverse fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall services provided to the Clients, etc. As a result, similarly situated Clients could pay disparate fees, and similar services may be available from other advisers at lesser fees. All Clients and prospective Clients should be guided accordingly.

Please Note: Fees. Please see the discussion above relating to how fees are calculated and determined and the potential for conflicts of interest because of the manner and method by which fees are charged.

ANY QUESTIONS: Baystate Wealth's Chief Compliance Officer, Thomas O'Connor, remains available to address any questions that a Client has regarding advisory fees and related issues as discussed above.

Please Note: 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, depending upon the client's age, result in adverse tax consequences). If Baystate Wealth recommends that a client roll over their retirement plan assets into an Account to be managed by Baystate Wealth, such a recommendation creates a conflict of interest if Baystate Wealth will earn new (or increase its current) compensation as a result of the rollover. When acting in such capacity, Baystate Wealth 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 roll over retirement plan assets to an Account managed by Baystate Wealth. ANY QUESTIONS: Baystate Wealth's Chief Compliance Officer, Thomas O'Connor, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.

Item 5 – Account Requirements and Types of Clients

Baystate Wealth provides fee-based discretionary and non-discretionary investment supervisory services and portfolio management primarily to high net worth individuals, ultra-high net worth individuals, corporate pension and profit-sharing plans, closely-held and family businesses, corporations, trusts, foundations and persons or entities involved in professional and non-professional athletics, including athletes.

Subject to exceptions made at the discretion of the Company, the minimum account size for Baystate Wealth is \$250,000.00 (determined by household). A lower minimum may be accepted at the discretion of Baystate Wealth Management.

Item 6 – Portfolio Manager Selection and Evaluation

It is the policy of the Company to permit only APMs to manage portfolios on behalf of Clients. APMs must have sufficient education, background and experience to manage

assets for others, which includes an MBA education, a CFA® or CIMA® designation, at least 2 years of asset management experience, or some combination of the above, as well as participation in continuing education.

The Company's management provides its approval of an APM only if he or she is qualified to manage assets of Clients.

The Client may agree to have a particular APM manage the Client's assets. Alternatively, the IAR may recommend a particular APM to the Client. In the event the Client does not choose an APM, the President of Baystate Wealth will appoint an APM for the Client's Accounts. The factors that are considered by the President for such an appointment include: the experience and educational background of the APM, the likelihood that the personality of the APM will fit well with the Client, the investment profile and risk profile of the Client, and any other factor deemed by the President to be appropriate to consider in attempting to match an APM with the Client. The Client must agree to the APM and the Client has the right to request the removal of one APM and the appointment of another APM. APMs are reviewed continuously and are formally reviewed on an annual basis. APMs are members of, and report to, the Investment Committee. APMs are subject to Baystate Wealth's Code of Ethics and disciplinary actions by the Investment Committee and by the Compliance Committee. APMs are permitted to manage Client assets at the discretion of the Investment Committee. If, in the opinion of the Investment Committee, an APM is no longer qualified to manage Client assets, that APM's designation as an APM and his or her privilege to manage Client assets will be revoked or suspended by the Investment Committee. Circumstances warranting consideration of suspension or termination include, without limitation, the health of the APM, adherence to the policies and procedures of Baystate Wealth and the Investment Committee, performance of the portfolios under the management of the APM, and compliance with the Clients' IPS. The portfolios managed by a terminated or suspended APM will be reassigned to another APM until a suitable replacement is found.

Portfolio Manager's performance is judged by the return of Model Portfolios adjusted by risks taken. Since each Client portfolio is individually managed according to the IPS and Client-imposed restrictions (if any), and may differ from the Model Portfolios, performance information may not be calculated on a uniform and consistent basis.

Black Diamond Performance Reporting, a third-party vendor, is used to produce performance reports for individual Client portfolios to ensure accuracy and compliance with presentation standards.

Item 7 – Client Information Provided to Portfolio Managers

As discussed previously, all information disclosed through the IPS and the IAAA is shared with and communicated to the APM. This includes the name, address, telephone number and other personal information; all financial information pertaining to the Client as disclosed in the IPS; tax information such as tax brackets and past and futures taxes to be paid; employment history; financial goals and objectives; experience with investments; and risk profile. To the extent a Client wants to change or update any information on the IPS or the Client profile, Baystate Wealth has a policy that such amendments, changes or updates must be in writing and signed by the Client. Accordingly, the APM should be updated on all pertinent Client information at all times.

Item 8 – Client Contact with Portfolio Managers

There are no restrictions on contacting APMs. Clients are provided the name, address, telephone number and email address of the APM.

Item 9 – Additional Information

ADV Part 2A, Item 9 and Item 10

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Baystate Wealth or the integrity of Baystate Wealth's management. Baystate Wealth is not aware of any disciplinary action taken against any the Company or its management. Thus, Baystate Wealth Management, LLC has no information applicable to this Item.

Baystate Wealth participates in "the Platform," which is a brokerage-based platform offered by MMLIS that supports certain investment management programs offered by registered investment advisory firms like Baystate Wealth and other asset managers. IARs of MMLIS who offer the Baystate Wealth Program to Clients do so independent of MMLIS, even though they are registered with MMLIS.

MMLIS is a registered broker-dealer and member firm of FINRA and SIPC, and an SEC registered investment adviser. MMLIS makes the Baystate Wealth Program available to its IARs and to clients of the IARs through the Platform.

Fidelity acts as the Custodian for assets held in the Baystate Wealth Program. Through the Custodian, Clients of Baystate Wealth are provided broker-dealer, custodial, clearing and administrative services including but not limited to, Account set-up, invoicing,

trading services and preparation of periodic reports associated with the advisory services. Fidelity and Baystate Wealth, and Baystate Wealth and MMLIS, are not affiliated with one another.

Baystate Wealth is affiliated through cross-ownership with Baystate Financial Services, LLC (“Baystate Financial Services”). David C. Porter is affiliated with Baystate Financial Services. While Baystate Financial Services has no ownership interest in Baystate Wealth, Mr. Porter is affiliated with both companies. Baystate Financial Services bills separately and is paid separately for the products and services (if any) it provides to Clients of Baystate Wealth. However, because some of the products and services offered to Clients of the Company may be part of an overall wealth management program developed by the Company, there is a potential conflict of interest in the recommendation of products and services offered by or through Baystate Financial.

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 Baystate Wealth.

Thomas. 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 Baystate Wealth, 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.

Please Note: Conflict of Interest: As indicated above, representatives of MMLIS and Baystate Wealth, in their separate and individual capacities, are registered/licensed to sell securities and insurance products on a commission basis. The recommendation by a representative that a client purchase a securities or insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client’s need. No client is under any obligation to purchase any securities or insurance commission products from a Baystate Wealth or MMLIS representative. Clients are reminded that they may purchase securities and insurance products recommended through other, non-affiliated broker-dealers and/or insurance agents. ANY QUESTIONS: Baystate Wealth’s Chief Compliance Officer, Thomas O’Connor, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

ADV Part 2A, Item 11, 13, 14 and 18

Baystate Wealth has adopted a Code of Ethics which sets forth guidelines for professional standards, under which all associated persons of Baystate Wealth are to conduct themselves. The full text of the Code of Ethics is available to any Client by contacting Thomas O'Connor at 617-585-4543.

Baystate Wealth has set high standards, the intention of which is to protect Client interests and to demonstrate Baystate Wealth's commitment to its fiduciary duties of honesty, good faith and fair dealing with Clients. The Code of Ethics includes provisions relating to the duties to the Clients, confidentiality of Client information, prohibited acts, conflicts of interest, and personal securities transactions, among other matters. All associated 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.

Baystate Wealth has instituted, as a deterrent, a policy of disciplinary actions to be taken with respect to any associated 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 will be disclosed to MMLIS, to the IARs and to the Custodian as part of the Platform, but only as needed to conduct investment advisory services related to the services provided by Baystate Wealth to the Client. A copy of the Privacy Policy is available on request and will be sent to the Client on a yearly basis.

Potential Conflicts of Interest

Because Program transaction fees are to be paid by Baystate Wealth and/or the IARs under the Advisory Fee One program, Baystate Wealth could have an economic incentive to minimize the number of trades in the Client's account. This potential conflict of interest is discussed at length above. Baystate Wealth's Chief Compliance Officer, Thomas O'Connor, remains available to address any questions that a Client or prospective Client may have regarding the corresponding conflict of interest a particular fee arrangement may create.

Please Note: The Client's total wrap fee is a combination of both Baystate Wealth's investment management fee and the IAR's service/advisory fee. The management fees paid by Clients are divided between Baystate Wealth and the IAR. Baystate Wealth charges a 32-basis point platform fee based on the assets under management at the time of billing. The IAR receives a separate and additional fee determined by his/her/its applicable grid rate set by MMLIS for his/her/its ongoing advisory services. Baystate Wealth receives any residual fee not paid to the IAR, after payment of transaction costs to the account custodian. Accordingly, Baystate Wealth has a conflict of interest because Baystate Wealth could have an economic incentive to maximize its compensation by seeking to minimize the number of transaction/total costs in a Client's account.

It is likely that IARs will buy or sell securities for their own accounts that are being bought or sold for the accounts of Clients. This is particularly true if the IAR or a family member has accounts with Baystate Wealth. IARs (or family/household members) having Beneficial Ownership (or control) of a securities 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 Program Account, unless the market capitalization of that Security is \$500 million or more.

In addition, an IAR having Beneficial Ownership (or control) of a securities 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 Client Program Account(s) and the IAR 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 IAR's personal trade and the Client receives an equal or a better price.

Generally, Accounts are reviewed and monitored on a regular basis by the APMs. 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 APMs 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, some 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 an APM or as an adjunct to the Investment Committee.

The Custodian provides Clients with monthly statements of their Accounts. Quarterly performance reports are made available to Clients by Baystate Wealth. In addition, the IAR and/or officers of the Company typically meet with the Client at least annually to review the accounts.

If a Client is introduced to Baystate Wealth by either an unaffiliated or an affiliated solicitor, Baystate Wealth 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 Baystate Wealth 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 Baystate Wealth's written Brochure and a copy of the written disclosure statement disclosing the terms of the

solicitation arrangement between Baystate Wealth and the solicitor, including the compensation to be received by the solicitor from Baystate Wealth.

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

As indicated at Item 12 of the ADV 2A Brochure, Baystate Wealth can receive from Fidelity without cost (and/or at a discount), support services and/or products. Baystate Wealth's clients do not pay more for investment transactions effected and/or assets maintained at Fidelity (or any other institution) as result of this arrangement. There is no corresponding commitment made by Baystate Wealth to Fidelity, or to 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 arrangement. ANY QUESTIONS: Baystate Wealth's Chief Compliance Officer, Thomas O'Connor, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the corresponding conflict of interest presented by such arrangement.

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about Baystate Wealth's financial condition. Baystate Wealth has no financial commitment that impairs its ability to meet its contractual and fiduciary commitments to Clients and has not been the subject of a bankruptcy proceeding.

ANY QUESTIONS: Baystate Wealth's Chief Compliance Officer, Thomas O'Connor, remains available to address any questions that a Client or prospective Client may have regarding the above disclosures and arrangements.