



**Form ADV Part 2A
Investment Adviser Brochure**

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This Brochure provides information about the qualifications and business practices of Great Point Wealth Advisors, LLC ("we," "us," "our"). If you have any questions about the contents of this Brochure, please contact (617) 585-0050 or info@greatpointwealth.com.

Additional information about our Firm is also available on the SEC's website at <https://adviserinfo.sec.gov/Firm/147082>. 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: Material Changes

Form ADV 2 is divided into two parts: *Part 2A* and *Part 2B*. *Part 2A* (the “Disclosure Brochure”) provides information about a variety of topics relating to an Adviser’s business practices and conflicts of interest. *Part 2B* (the “Brochure Supplement”) provides information about Advisory Persons of Great Point.

Great Point (the Firm) believes that communication and transparency are the foundations of its relationships with Clients and continually strives to provide them with complete and accurate information at all times. Great Point encourages all current and prospective investors to read this Disclosure Brochure and discuss any questions you may have with us. And, of course, we always welcome your feedback.

Material Changes

Since our last Annual Amendment filing, we have the following Material Change to report:

- In certain circumstances, we now utilize model portfolios developed by another investment adviser. Please see Item 4: Advisory Business, and Item 5: Fees and compensation, for more information.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Great Point.

At any time, you may view the current Disclosure Brochure on-line at the SEC’s Investment Adviser Public Disclosure website at <https://adviserinfo.sec.gov/firm/summary/147082>. You may also request a copy of this Disclosure Brochure at any time by contacting us at (617) 585-0050 or info@greatpointwealth.com.

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Item 4: Advisory Services

A. Firm Information

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Great Point.

Great Point Wealth Advisors, LLC ("Great Point," the "Adviser" or the "Firm") is a federally Registered Investment Adviser with the U.S. Securities and Exchange Commission ("SEC"), which is organized as a Limited Liability Company ("LLC") under the laws of the Commonwealth of Massachusetts. Great Point was founded in 2008 and is owned and operated by Peter V. Disch, Jr., CFP®, Managing Member and Chief Compliance Officer.

The Adviser's compensation is solely from fees paid directly by Clients. Great Point does not receive commissions based on the Client's purchase of any financial product, including insurance. No commissions in any form are accepted. Assets managed by Great Point are held by independent custodians (Please see Item 12).

As part of Great Point's consulting, we may recommend certain professionals (e.g., attorneys, accountants, insurance agents, real estate agents, mortgage brokers, etc.) to assist with the implementation of recommended strategies. Conflicts of interest, if present, will be disclosed to the Client.

B. Advisory Services Offered

Great Point offers wealth advisory services to individuals, high net worth individuals (and related entities, trusts and estates and family businesses) and retirement plans throughout the United States (each herein referred to as "Client").

The Adviser acts as a fiduciary to Clients, as defined under applicable laws and regulations. As such, each recommendation made as part of the advisory services are based on the belief that the recommendation is in the Client's best interest. Our fiduciary commitment to each Client is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Wealth Management Services

Great Point will typically provide a variety of wealth management services to individuals and families, pursuant to a written Wealth Management Agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and resources.

Generally, such wealth management services will involve preparing key documents such as a Statement of Net Worth, Pro-forma Income Statement, Statistical Analysis Summary of Financial Projections, or rendering a financial consultation for Clients based on the Client's financial goals and objectives. This service may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, tax planning, estate planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to, the Client will usually include specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Great Point may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Adviser will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Adviser may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Under the terms of the Wealth Management Agreement, Great Point will also provide customized investment management solutions for its Clients. This is achieved through personal Client contact and interaction while providing discretionary investment management and consulting services. Great Point works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio allocation. Great Point will then construct a portfolio consisting of exchange traded funds ("ETFs"), mutual funds, individual stocks and bonds, or other securities. For certain high net worth Clients, Great Point may also recommend limited partnerships and other types of investments.

Great Point's investment strategy is primarily long-term focused, but the Adviser may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Great Point will construct, implement and monitor the

portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Adviser.

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

All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Wealth Management Agreement. **Prior to rendering investment management services, Great Point will ascertain, in conjunction with the Client, the Client's financial situation, risk tolerance, and investment objective[s].**

Special Projects

Under certain circumstances, Great Point will consult on special projects for a fee. Details of this service are mutually agreed upon by Client and Adviser and are specifically outlined in a separate agreement.

Retirement Plan Advisory Services

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

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

Great Point will have the discretion to select the investments for the Plan and/or make investment decisions on behalf of Plan Participants.

Independent Managers

Occasionally, clients elect to use an investment model provided to us by an Independent Manager, for a portion of their assets, for a fee that is separate and distinct from the fees we charge.

We do not receive compensation for the recommendation of Independent Managers.

A complete description of the programs and services (including fees to be charged and other contractual information) will be provided to clients upon receipt and review of the applicable Independent Manager's Form ADV and/or Brochure; investment advisory contracts; and account opening documents.

C. Client Account Management

Prior to engaging Great Point to provide investment management services, each Client is required to enter into a Wealth Management Agreement with the Adviser that defines the terms, conditions, authority and responsibilities of the Adviser and the Client. These services may include:

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

- Investment Management and Supervision – Great Point will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Great Point does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Great Point.

E. Assets Under Management

As of December 31, 2020, Great Point manages \$412,015,000 in discretionary assets and \$57,145,000 in non-discretionary assets. Total assets under management are \$469,160,000. Current information is available upon request.

Item 5: Fees and Compensation

Great Point is a fee-only wealth management firm. The Adviser's compensation is solely from fees paid directly by Clients. Great Point does not receive commissions based on the Client's purchase of any financial product, including insurance. No commissions in any form are accepted.

A. Fees for Advisory Services

Wealth Management Services

Great Point offers comprehensive wealth management services that encompass financial planning/financial consulting and investment management to the Client for an annual fee. The Adviser's annual fee for services provided are based on the assets under advisory at an annual rate of 0.40% to 1.25%, depending on several factors, including the size of the relationship and the complexity of the services to be provided.

Fees are based upon the Client's assets under advisory and are paid quarterly in arrears. Pursuant to the Wealth Management Agreement, fees may be based on the average daily balance of the portfolio's fair market value throughout the previous quarter or fair market value of assets under advisory on the last day of the quarter, or a flat fee. In the event that the Client terminates the Adviser's services before the end of a calendar quarter, the Client shall be assessed a pro-rata fee from the effective date of termination through the end of the quarter.

Certain Clients have also engaged the services of Great Point under legacy contracts and fee schedules that are no longer offered to new Clients. In certain cases, fees may be negotiable at the sole discretion of the Adviser.

Special Projects

Great Point offers consulting services on an hourly basis for \$250 per hour, or on a flat fee basis from \$1,000 to \$50,000, which may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total hours/costs will be determined prior to establishing the advisory relationship. Great Point may collect up to 50% of the fee for these services in advance of the work being completed.

The Adviser's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Adviser shall not receive any portion of these commissions, fees, and costs.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.25%, billed quarterly in arrears pursuant to the terms of the agreement. Retirement plan fees are based on the market value of assets under management at the end of the quarter. Fees may be negotiable depending on the size and complexity of the Plan.

Independent Managers

As noted, above, the advisory fee for services related to use of an investment model developed by an Independent Manager shall be separate and distinct from the fees charged by us for all other assets under advisory. The annual fee related to this service will be based upon Client's assets under advisory relating to this service at an annual rate of 0.0025%, and is paid quarterly in arrears. Fees will be based on the fair market value of assets under advisory utilizing the Independent Manager's investment model on the close of the last day of each quarter and paid within ten (10) business days following the end of the quarter.

B. Fee Billing

Wealth Management Services

Wealth management fees will be calculated by the Adviser and deducted from the Client's account[s] at the Custodian, unless the Client requests direct billing. The Adviser shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to either the average daily balance of assets under advisory with Great Point at the end of the quarter or the fair market value of assets under advisory on the last day of the quarter. For flat fee arrangements, a quarter of the agreed upon flat fee will be deducted from the Client account[s] at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Great Point directly from their accounts held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

Special Projects

As noted above, a portion of the consulting fees may be billed in advance, while the remainder of the fee is due upon completion of the project.

Retirement Plan Advisory Services

Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Great Point, in connection with investment made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. The wealth management fee charged by Great Point is separate and distinct from these custody and execution fees.

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

D. Advance Payment of Fees and Termination

Wealth Management Services

Great Point is compensated for its wealth management services at the end of the quarter, after advisory services are rendered. Either party may terminate the wealth management agreement with Great Point, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for wealth management fees up to and including the effective date of termination. The Client's wealth management agreement with the Adviser is non-transferable without Client's prior consent.

Special Projects

As noted above, Great Point may collect up to 50% of the financial planning fee in advance of the work being completed. Either party may terminate a planning or consulting agreement, at any time, by providing written notice to the other party. In addition, the Client may terminate the agreement within five (5) business days of signing the Adviser's financial planning or consulting agreement. Upon termination, the Client will incur charges for bona fide Advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate or the percentage completion for a fixed fee engagement. Any unearned, prepaid fees will be promptly refunded. The Client's financial planning or consulting agreement with the Adviser is non-transferable without Client's prior consent.

Retirement Plan Advisory Services

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

E. Compensation for Sales of Securities

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

Item 6: Performance-Based Fees

Great Point does not utilize 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. However, the nature of asset-based fees allows Great Point to participate in the growth of the Client's wealth. This also means that our fees can decline when the Client's portfolio declines in value.

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

Item 7: Types of Clients

Great Point provides investment advisory services to individuals, high net worth individuals (and related entities, trusts and estates and family businesses) and retirement plans. The relative percentage of each type of Client is available on Great Point's Form ADV Part 1.

These percentages will change over time. Great Point generally requires a minimum relationship size of \$1,000,000. This minimum may be negotiable in certain circumstances.

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

A. Methods of Analysis

Great Point primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Great Point is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

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

B. Risk of Loss

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

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Adviser shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the

provided information. It is the responsibility of the Client to inform the Adviser of any changes in financial condition, goals or other factors that may affect this analysis.

Great Point primarily employs investment strategies that do not involve any significant or unusual risk other than domestic equity and international market risks. The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Adviser will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Great Point may use margin in Client accounts for to manage the timing of purchases and sales, as appropriate. Great Point may employ options strategies to hedge or gain additional exposure to a particular asset class or sector. Great Point's investment strategy does not encompass active trading in concentrated portfolios. Following are some of the risks associated with the Adviser strategies:

Options Contracts

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

Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

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.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Adviser. For more information on our investment management services, please contact us at (617) 585-0050 or via email at info@greatpointwealth.com.

Item 9: Disciplinary Information

There are no legal, regulatory or disciplinary events involving Great Point or any of its Supervised Persons. Great Point and its Supervised Persons value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any Adviser or service provider with which you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at <https://adviserinfo.sec.gov/firm/summary/147082>. You may also research the background of Peter V. Disch, Jr. by searching with his full name or his Individual CRD No. 4552960.

Item 10: Other Financial Activities and Affiliations

The sole business of Great Point and Peter V. Disch, Jr. is to provide investment advisory services to its Clients. Neither Great Point, nor its advisory personnel, are involved in other business endeavors. Great Point does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

Independent Managers

As noted, above, we may recommend other investment advisers (Independent Managers) to clients, but we do not receive compensation from those recommendations.

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

A. Code of Ethics

Great Point has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Great Point (herein our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Great Point and its Supervised Persons owe a duty of loyalty,

fairness and good faith towards each Client. It is the obligation of Great Point associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (617) 585-0050 or via email at info@greatpointwealth.com.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Great Point allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities, we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940 (the "Advisers Act"), a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Great Point may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Great Point requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or his delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

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

Item 12: Brokerage Practices

A. Recommendation of Custodian[s]

Great Point does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will select a broker-dealer/ custodian (herein the "Custodian") to safeguard Client assets and authorize Great Point to direct trades to the Custodian as agreed upon in the wealth management agreement. Further, Great Point does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Great Point does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for execution and custodial services. Clients are not obligated to use the recommended custodian and will not incur any extra fee or cost associated with using a custodian not recommended by Great Point. Great Point may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or the location of the Custodian's offices.

Great Point typically recommends to Clients that they established their brokerage account[s] at TD Ameritrade Institutional, division of TD Ameritrade, Inc. ("TD Ameritrade") or through Fidelity Clearing & Custody Solutions and related entities of Fidelity Investments, Inc. (collectively "Fidelity") (the "Recommended Custodians" or the "Custodian"). The Recommended Custodians are independent and unaffiliated SEC-registered broker-dealers and FINRA members. The Recommended Custodians offer independent investment advisers with services, which include custody of securities, trade execution, clearance and settlement of transactions. Great Point receives some benefits from the Recommended Custodians through its participation in the program. Great Point is not affiliated with, or related to, any of the Recommended Custodians. Please see the disclosure under Item 14 below.

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

1. **Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an adviser enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. Great Point does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, as noted above, Great Point does receive certain

benefits as an advisor on the platforms of the Recommended Custodians. Please see Item 14 below.

2. **Brokerage Referrals** - Great Point does not receive any compensation from any third party in connection with the recommendation for establishing an account.
3. **Directed Brokerage** - All Clients are serviced on a “directed brokerage basis,” where Great Point will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Adviser will not engage in any principal transactions (i.e., trade of any security from or to the Adviser’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). Great Point will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Great Point will execute its transactions through the Custodian as directed by the Client. Great Point may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13: Review of Accounts

A. Frequency of Reviews

Investments in Client accounts are monitored on a regular and continuous basis by Peter V. Disch, Jr., Managing Member and Chief Compliance Officer of the Adviser. Formal reviews are generally conducted at least quarterly or more frequently depending on the needs of the Client.

B. Causes for Reviews

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

C. Review Reports

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

Item 14: Client Referrals and Other Compensation

A. Compensation Received by Great Point

Great Point is a fee-only registered investment adviser, who, in all circumstances, is compensated solely by the Client. Great Point does not receive commissions or other compensation from product sponsors, broker dealers or any un-related third party. Great Point may refer Clients to various third-parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Great Point may receive referrals of new Clients from a third-party.

Participation in Institutional Advisor Platform – TD Ameritrade

As disclosed under Item 12, above, the Adviser participates in TD Ameritrade’s institutional customer program and the Adviser may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Adviser’s participation in the program and the investment advice it gives to its Clients, although the Adviser receives economic benefits through its participation in the

program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Adviser by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Adviser's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Adviser but may not benefit its Client accounts. These products or services may assist the Adviser in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Adviser manage and further develop its business enterprise. The benefits received by the Adviser or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Adviser endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Adviser or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Adviser's choice of TD Ameritrade for custody and brokerage services.

Participation in Institutional Advisor Platform - Fidelity

Great Point has established an institutional relationship with Fidelity to assist the Adviser in managing Client account[s]. Access to the Fidelity Institutional platform is provided at no charge to the Adviser. The Adviser receives access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit the Adviser, but not its Clients directly. In fulfilling its duties to its Clients, the Adviser endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Adviser's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

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

B. Client Referrals from Solicitors

Great Point may compensate an unaffiliated solicitor (herein a "Solicitor") if a Client is introduced to the Adviser by a Solicitor. The Adviser may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act as well as any applicable state securities regulations. Referral fees are paid solely from the Adviser's investment advisory fee and do not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of the Adviser's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

Item 15: Custody

Great Point requires all Clients to establish their account[s] at a "qualified custodian." Clients are required to engage the Custodian to retain their funds and securities and direct Great Point to utilize the Custodian for the Client's security transactions. Great Point does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Adviser's fees and as noted below. If the Client gives the Adviser authority to move money from one account to another account, the Adviser may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Adviser have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions. For limited relationships, Mr. Peter V. Disch, Jr. has accepted custody over Client accounts and assets via Third Party Money Movement authority and Trusteeships. The Adviser shall obtain an annual surprise examination from a qualified, independent audit firm with respect to these accounts. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Clients receive at least quarterly statements from their qualified custodian and are urged to carefully review such statements and compare such official custodial records to the reports that the Adviser provides. The Adviser's reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

Great Point generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining

prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Great Point. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Great Point will be in accordance with each Client's investment objectives and goals.

Item 17: Voting Client Securities

Great Point does not accept proxy-voting responsibility for any Client.

Item 18: Financial Information

Neither Great Point, nor its management has any adverse financial situations that would reasonably impair the ability of Great Point to meet all obligations to its Clients.

Neither Great Point, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Great Point is not required to deliver a balance sheet along with this Disclosure Brochure as the firm does not collect fees of \$1,200 or more for services to be performed six months or more in advance.



Form ADV Part 2B
Investment Adviser Brochure Supplement

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Supervisor's Name and Supervised Person:
Peter V. Disch, Jr., CFP®
Managing Member and Chief Compliance Officer

March 2021

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 (617) 585-0050 or info@greatpointwealth.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

Peter V. Disch, Jr., born in 1980, is dedicated to advising Clients of Great Point in his role as the Managing Member and Chief Compliance Officer.

Peter V. Disch, Jr. earned a Bachelor of Science degree in Management with a concentration in Finance from Boston College's Wallace E. Carroll School of Management in 2002.

Peter V. Disch, Jr. was conferred as a CERTIFIED FINANCIAL PLANNER™ (CFP®) in 2006 with concentrations in Comprehensive Financial Planning, Business Planning, Taxation, Risk Management, Investment Management, Retirement Planning, and Estate Planning.

Additional information regarding Peter V. Disch, Jr.'s employment history is included below.

Employment History:

Managing Member and Chief Compliance Officer, Great Point Wealth Advisors, LLC (formerly Disch & Associates, LLC)	2008 to Present
Financial Advisor, Ameriprise Financial Services (formerly American Express Financial Advisors)	2002 to 2008

CERTIFIED FINANCIAL PLANNER™ (CFP®)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Item 3: Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Great Point or Peter V. Disch, Jr. Neither Great Point nor Peter V. Disch, Jr. has ever been involved in any regulatory, civil or criminal action. There have been no Client complaints, lawsuits, arbitration claims or administrative proceedings against Great Point or Peter V. Disch, Jr.

Securities laws require an advisor to disclose any instances where the Adviser or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Great Point or Peter V. Disch, Jr.***

However, we do encourage you to independently view the background of Peter V. Disch, Jr. on the Investment Adviser Public Disclosure website at <https://adviserinfo.sec.gov/individual/summary/4552960>.

Item 4: Other Business Activities

Peter V. Disch, Jr. is dedicated to the investment advisory activities of Great Point's Clients. Peter V. Disch, Jr. does not have any other business activities.

Item 5: Additional Compensation

The sole business of Peter V. Disch, Jr. is to provide investment advisory services to its Clients. Peter V. Disch, Jr. does not receive any additional forms of compensation.

Item 6: Supervision

Peter V. Disch, Jr. serves as the Managing Member and the Chief Compliance Officer of Great Point. Peter V. Disch, Jr.'s contact information is included on the cover of this Brochure Supplement.

Great Point has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Great Point. Further, Great Point is subject to regulatory oversight by various agencies. These agencies require registration by Great Point and its Supervised Persons. As a registered entity, Great Point is subject to examinations by regulators, which may be announced or unannounced. Great Point is required to periodically update the information provided to these agencies and to provide various reports regarding firm business and assets.



Form ADV Part 2B
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Supervisor's Name: Peter V. Disch, Jr., CFP®

Supervisor of:
Matthew D. Schroeder, CFP®
Wealth Advisor / Director of Financial Planning

March 2021

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 (617) 585-0050 or info@greatpointwealth.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

Matthew D. Schroeder, CFP®, born in 1977, is dedicated to advising Clients of Great Point in his role as a Wealth Advisor and the Director of Financial Planning. Matthew D. Schroeder earned his Bachelor of Arts in Economics from University of Pennsylvania in 1999. Additional information regarding Matthew D. Schroeder's employment history is included below.

Employment History:

Wealth Advisor / Director of Financial Planning, Great Point Wealth Advisors, LLC	05/2016 to Present
Financial Advisor, The Hamilton Group	07/2012 to 05/2016
Financial Advisor, Integrated Financial Partners	05/2009 to 07/2012
Various Titles over 10 years, Ameriprise Financial	09/1999 to 04/2009

CERTIFIED FINANCIAL PLANNER (CFP®)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Item 3: Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Matthew D. Schroeder. Matthew D. Schroeder has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Matthew D. Schroeder.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. *As previously noted, there are no legal, civil or disciplinary events to disclose regarding Matthew D. Schroeder.*

However, we do encourage you to independently view the background of Matthew D. Schroeder on the Investment Adviser Public Disclosure website at <https://adviserinfo.sec.gov/individual/summary/3260388>

Item 4: Other Business Activities

Matthew D. Schroeder is dedicated to the investment advisory activities of Great Point's Clients. Matthew D. Schroeder does not have any other business activities.

Item 5: Additional Compensation

Matthew D. Schroeder is dedicated to the investment advisory activities of Great Point's Clients. Matthew D. Schroeder does not receive any additional forms of compensation.

Item 6: Supervision

Matthew D. Schroeder serves as a Wealth Advisor and the Director of Financial Planning of Great Point and is supervised by Peter V. Disch, Jr., the Chief Compliance Officer. Peter V. Disch, Jr. can be reached at (617) 585-0050.

Great Point has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Great Point. Further, Great Point is subject to regulatory oversight by various agencies. These agencies require registration by Great Point and its Supervised Persons. As a registered entity, Great Point is subject to examinations by regulators, which may be announced or unannounced. Great Point is required to periodically update the information provided to these agencies and to provide various reports.