

Radius Wealth Management LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 6, 2023

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Radius Wealth Management LLC (“Radius” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (617) 765-2200.

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

Additional information about Radius and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 168159.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Radius. For convenience, the Advisor has combined these documents into a single disclosure document.

Radius believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Radius encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

The following material change has been made to this Disclosure Brochure since the last filing and distribution to Clients:

- Effective March 1, 2023, the Advisor has appointed Charles ("Christian") Von Stackelberg as Chief Compliance Officer.

Future Changes

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

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 168159. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (617) 765-2200.

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Item 4 – Advisory Services

A. Firm Information

Radius Wealth Management, LLC (“Radius” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Massachusetts. Radius was founded in September 2013 and is owned and operated by Nancy J. von Stackelberg (Principal). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Radius. For more information regarding this Disclosure Brochure, please contact Christian Von Stackelberg, Chief Compliance Officer, at (617) 765-2200.

B. Advisory Services Offered

Radius offers investment advisory services to individuals, high net worth individuals, foundations, endowments, and corporations (each referred to as a “Client”).

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

Wealth Management Services

Radius provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and consulting services. Radius works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to construct a tailored investment portfolio.

Investment Management Services – Radius utilizes a fundamentally driven research approach and their decades of experience as portfolio managers and relationship managers to create investment portfolios. The firm’s investment process starts with quantitative and technical screening tools to define its core universe of investments. Portfolios are derived from extensively interviewing Clients and understanding their needs today and in the future. Radius individually selects stocks, bonds, exchange-traded funds (“ETFs”), and strategically uses cash as its primary investment vehicles in Client accounts. Radius also utilizes mutual funds, options, structured notes, and other types of investments, where appropriate.

Radius’ investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Radius 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 Advisor.

Radius evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Radius may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Radius may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Radius 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, changes in risk tolerance of the Client, generating cash to meet Client need, or any risk deemed unacceptable for the Client’s risk tolerance.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will

provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g., commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor earns a new (or increases its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

At no time will Radius accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client investment advisory agreement; please see Item 12 – Brokerage Practices.

Financial Planning Services – Radius will typically provide a variety of financial planning services to Clients, either as a component of wealth management services or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives, and financial situation. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to investment planning, retirement planning, personal savings, education savings, generational wealth transfer, and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Radius may also refer Clients to an accountant, attorney, or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of the contract date, assuming all information and documents requested are provided promptly.

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

C. Client Account Management

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

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

D. Wrap Fee Programs

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

E. Assets Under Management

As of December 31, 2022, Radius managed \$123,977,404 in Client Assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Wealth management fees are based on the market value of assets under management at the end of the prior calendar quarter. Wealth management fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
First \$2,000,000	1.00%
Next \$8,000,000	0.75%
Over \$10,000,000	0.50%

The wealth management fee in the first quarter of service is prorated from the inception date of the Client's account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have fee schedules that differ from the schedule above. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Radius will be independently valued by the Custodian. Radius will conduct periodic reviews of the Custodian's valuations.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses described in Item 5.C. below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial Planning Services

Radius offers financial planning services at an hourly rate of up to \$250. For certain engagements, the Advisor may offer a fixed engagement fee based on the hourly rate. Fees may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total hours and/or costs will be determined prior to establishing the advisory relationship.

B. Fee Billing

Wealth Management Services

Wealth management fees will be calculated by the Advisor and deducted from the Client's account[s] at the Custodian for most Client accounts. Accounts under management that are held at a custodian away from the primary Custodian may be invoiced or deducted from an account at the Custodian. The Advisor 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 the total assets under management with Radius at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by Radius directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Financial Planning Services

Financial planning fees are invoiced by the Advisor upon completion of the engagement deliverable[s] and are due upon receipt.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties other than Radius in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts but typically charges for mutual funds and other types of investments. The investment advisory fee charged by Radius is separate and distinct from these custody and execution fees.

In addition, all fees paid to Radius for investment advisory 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 Radius, but would not receive the services provided by Radius, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Radius to fully understand the total fees to be paid. See Item 12 for additional information on Brokerage Practices.

D. Advance Payment of Fees and Termination

Wealth Management Services

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

Financial Planning Services

Radius is compensated for its financial planning services upon the completion of the engagement deliverable[s]. Either party may terminate the planning or consulting agreement at any time by providing written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the agreed-upon hourly rate or the percentage completed by the Advisor for a fixed fee engagement. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Radius 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 and Side-By-Side Management

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

Radius provides investment advisory services to individuals, high net-worth individuals, foundations, endowments, and corporations. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor.

Radius generally requires a minimum relationship size of \$500,000 to effectively implement its investment process. The Advisor may waive or reduce this minimum at its sole discretion.

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

A. Methods of Analysis

Radius employs both fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from Radius are 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. The Advisor may also use technical and quantitative analyses as secondary tools in conjunction with fundamental analysis when developing investment strategies for its Clients.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. Radius also employs technical analysis by analyzing past market movements and applying that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movements. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Radius will be able to accurately predict such a reoccurrence.

As noted above, Radius generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Radius 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, Radius 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. Radius 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

While the methods of analysis help 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 these methods of 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.

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 Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals, or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

Market Risks

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

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

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

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.

Structured Products

Structured notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The terms and risks of each structured note vary materially depending on the nature and volatility of the referenced asset, the creditworthiness of the issuer, and the maturity of the instrument, among other factors. The general risks associated with this type of investment include, but are not limited to, non-payment risk (payment of interest and return of principal may be reduced, in whole or in part, due to underperformance of the referenced asset); counter-party risk (for reasons such as bankruptcy, the issuer of the structured note may

fail to pay all or a portion of the principal and interest due on the structured note); underperformance risk (depending on market conditions, the structured note may underperform alternative allocations to traditional bonds, the referenced asset, or a combination of such investments). Structured notes are significantly riskier than conventional debt instruments. There is a risk of loss of some or all of the principal at maturity.

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

Item 9 – Disciplinary Information

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.

You may independently view the background of the Advisor and its Advisory Persons on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 168159.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Radius is to provide investment advisory services to its Clients. Neither Radius nor its Advisory Persons are involved in other business endeavors. Radius does not maintain any affiliations with other firms other than contracted service providers to assist with the servicing of its Client's accounts.

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

A. Code of Ethics

Radius has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Radius ("Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Radius and its personnel owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Radius 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 may address employee ethics and conflicts of interest. To request a copy of the Code of Ethics, please contact the Advisor at (617) 765-2200.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Radius allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities the Advisor recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, the Advisor must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Radius have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can 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 Radius requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO"). The Advisor also adopted written policies and procedures to detect the misuse of material, non-public information.

In addition, the Code of Ethics governs Gifts and Entertainment given by and provided to the Advisor, outside employment activities of employees, Employee reporting, sanctions for violations of the Code of Ethics, and records retention requirements for various aspects of the Code of Ethics.

D. Personal Trading at Same Time as Client

While Radius allows 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 afterward. **At no time will Radius, or any Supervised Person of Radius, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

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

Where Radius does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by Radius and will not incur any extra fee or cost associated with using a custodian not recommended by Radius; however, Radius may have limitations in servicing the Client's needs. Radius may recommend the Custodian based on criteria such as, but not limited to, the reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices. Radius does not receive research services, other products, or compensation as a result of recommending the Custodian, which may result in the Client paying higher commissions than those obtainable through other broker-dealers/custodians.

Radius typically recommends that Clients establish accounts at TD Ameritrade Institutional, a division of TD Ameritrade Inc., member FINRA/SIPC/NFA ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers independent investment advisors services, which include custody of securities, trade execution, clearance, and settlement of transactions. The Advisor receives some benefits from TD Ameritrade through its participation in TD Ameritrade's institutional platform (the "Program"). Please see Item 14 below.

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

1. **Soft Dollars** – Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Radius does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. The Advisor receives certain benefits from TD Ameritrade. Please see Item 14 below.**
2. **Brokerage Referrals** – Radius 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 Radius will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s], unless otherwise authorized to trade-away from the Client's account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any

security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Radius 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 the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Radius will execute its transactions through an unaffiliated broker-dealer selected by the Client.

Radius may aggregate orders in a block trade or trades when securities are purchased or sold through the same 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

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Von Stackelberg, CCO of Radius. Formal reviews are generally conducted at least annually 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 required to notify Radius if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

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

Item 14 - Client Referrals and Other Compensation

A. Compensation Received by Radius

Radius is a fee-only advisory firm that, in all circumstances, is compensated solely by the Client. Radius does not receive commissions or other compensation from product sponsors, broker-dealers, or any unrelated third party. Radius may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Radius may receive referrals of new Clients from a third party.

Participation in Institutional Advisor Platform

As disclosed above, Radius participates in TD Ameritrade's institutional customer program, and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives indirect 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 Advisor 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 Advisor by third-party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor 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 Advisor manage and further develop its business enterprise. The benefits received by the Advisor 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, Radius endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of these economic benefits by Radius or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

Radius may only implement its investment recommendations after the Client has arranged for and furnished the Advisor with all information and authorization[s] regarding account[s] with their financial institutions. Clients are not obligated to use the recommended custodian and will not incur any extra fee or cost associated with using a broker not recommended by Radius. Radius may recommend a custodian based on criteria such as, but not limited to, the reasonableness of commissions charged to the Client, services made available to the Client, and location of the custodian's offices. In addition, Radius reviews the custodians that they recommend at least annually to confirm the appropriateness of its recommendations.

B. Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Item 15 – Custody

Radius does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fee. All Clients must place their assets with a "qualified custodian." Clients are required to engage the Custodian to retain their funds and securities and direct Radius to utilize that the Custodian for the Client's security transactions. Radius encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

Item 16 – Investment Discretion

Radius 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 Radius. 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 Radius will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

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

the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

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

Form ADV Part 2B – Brochure Supplement

for

Nancy J. von Stackelberg, CFP®
Principal

Effective: March 6, 2023

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Nancy J. von Stackelberg, CFP® (CRD# 820209) in addition to the information contained in the Radius Wealth Management, LLC (“Radius” or the “Advisor”) (CRD # 168159) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Radius Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (617) 765-2200.

Additional information about Ms. von Stackelberg is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or individual CRD# 820209.

Radius Wealth Management, LLC
Duxbury, MA 02332
Phone: (617) 765-2200 | Fax: (617) 765-2200
www.radiuswealthmanagement.com

Item 2 – Educational Background and Business Experience

Nancy von Stackelberg, CFP®, is the Principal of Radius. Ms. von Stackelberg, born in 1952, is dedicated to advising Clients of Radius. Ms. von Stackelberg earned an Associate Degree from Colby-Sawyer College. Ms. von Stackelberg started her career at Merrill Lynch in 1972. Additional information regarding Ms. von Stackelberg's employment history is included below.

Employment History:

Principal, Radius Wealth Management, LLC	02/2014 to Present
Senior Vice President, Fernwood Investment Management, LLC	09/2008 to 02/2014
Senior Vice President, Fidelity Brokerage Services	03/2004 to 08/2008
Vice President, Portfolio Manager, Bainco International Investors	09/1997 to 03/2004
CFP, Wingate Capital Corporation	05/1996 to 09/1997
Mutual Fund Sales, Patriot Financial	05/1994 to 12/1995
CFP, PACVEST	08/1994 to 12/1995
Vice President, Merrill Lynch Pierce, Fenner & Smith, Inc.	1972 to 1988

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 the 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 the 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 92,000 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). The 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 the 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 the CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Item 3 – Disciplinary Information

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. ***There are no legal, civil, or disciplinary events requiring disclosure regarding Ms. von Stackelberg.***

However, the Advisor encourages you to independently view the background of Ms. von Stackelberg on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her name or individual CRD# 820209.

Item 4 – Other Business Activities

Ms. von Stackelberg is dedicated to the investment advisory activities of Radius' Clients. Ms. von Stackelberg does not have any other business activities.

Item 5 – Additional Compensation

Ms. von Stackelberg is dedicated to the investment advisory activities of Radius' Clients. Ms. von Stackelberg does not receive any additional forms of compensation.

Item 6 – Supervision

Ms. von Stackelberg serves as the Principal of Radius and is supervised by Christian von Stackelberg, the Chief Compliance Officer. Mr. von Stackelberg can be reached at (617) 765-2200.

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

Form ADV Part 2B – Brochure Supplement

for

Charles (“Christian”) C. von Stackelberg, ChFC®
Investment Associate and Chief Compliance Officer

Effective: March 6, 2023

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Charles (“Christian”) C. von Stackelberg, ChFC®, (CRD# 6557302) in addition to the information contained in the Radius Wealth Management LLC (“Radius” or the “Advisor”) (CRD # 168159) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Radius Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (617) 765-2200.

Additional information about Mr. von Stackelberg is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or individual CRD# 6557302.

Radius Wealth Management, LLC
Duxbury, MA 02332
Phone: (617) 765-2200 | Fax: (617) 765-2200
www.radiuswealthmanagement.com

Item 2 – Educational Background and Business Experience

Charles (“Christian”) C. von Stackelberg, ChFC®, is an Investment Associate and Chief Compliance Officer of Radius. Mr. von Stackelberg, born in 1985, is dedicated to advising Clients of Radius. Mr. von Stackelberg earned a Bachelor of Science degree in Architecture from Wentworth Institute of Technology in 2011. Additional information regarding Mr. von Stackelberg’s employment history is included below.

Employment History:

Investment Associate and Chief Compliance Officer, Radius Wealth Management, LLC	04/2014 to Present
Owner, Zstat	01/2014 to 04/2014

Chartered Financial Consultant™ (“ChFC®”)

The Chartered Financial Consultant™ (ChFC®) program prepares you to meet the advanced financial planning needs of individuals, professionals, and small business owners. You’ll gain a sustainable advantage in this competitive field with in-depth coverage of the key financial planning disciplines, including insurance, income taxation, retirement planning, investments, and estate planning. The ChFC® requires three years of full-time, relevant business experience, nine two-hour course-specific proctored exams, and 30 hours of continuing education every two years. Holders of the ChFC® designation must adhere to The American College’s Code of Ethics.

Program Objectives:

- Function as an ethical, competent, and articulate practitioner in the field of financial planning
- Utilize the intellectual tools and framework needed to maintain relevant and current financial planning knowledge and strategies.
- Apply financial planning theory and techniques through the development of case studies and solutions.
- Apply in-depth knowledge in a holistic manner from a variety of disciplines, namely, estate planning, retirement planning, or non-qualified deferred compensation.

Item 3 – Disciplinary Information

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

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 Mr. von Stackelberg.***

However, the Advisor encourages you to independently view the background of Mr. von Stackelberg on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his name or individual CRD# 6557302.

Item 4 – Other Business Activities

Mr. von Stackelberg is dedicated to the investment advisory activities of Radius’ Clients. Mr. von Stackelberg does not have any other business activities.

Item 5 – Additional Compensation

Mr. von Stackelberg is dedicated to the investment advisory activities of Radius' Clients. Mr. von Stackelberg does not receive any additional forms of compensation.

Item 6 – Supervision

Mr. von Stackelberg serves as the Chief Compliance Officer of Radius. Mr. von Stackelberg can be reached at (617) 765-2200.

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

Privacy Policy

Effective Date: March 6, 2023

Our Commitment to You

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

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

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

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

Why you need to know?

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

What information do we collect from you?

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

What Information do we collect from other sources?

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

How do we protect your information?

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

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

How do we share your information?

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

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

State-specific Regulations

Massachusetts	In response to Massachusetts law, the Client must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client’s execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.
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Changes to our Privacy Policy

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

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

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (617) 765-2200.