



## **McNamara Financial Services, Inc.**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 28, 2023**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of McNamara Financial Services, Inc. (“MFS” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (781) 834-2010.

MFS 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 about MFS to assist you in determining whether to retain the Advisor.

Additional information about MFS and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 154311.

**McNamara Financial Services, Inc.**  
**1020 Plain Street, Suite 200, Marshfield, MA 02050**  
**Phone: (781) 834-2010 \* Fax: (781) 834-2056**  
**[HTTP://WWW.MCNAMARAFINANCIAL.COM/](http://www.mcnamarafinancial.com/)**

## 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 MFS.

MFS 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. MFS 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 changes have been made to this Disclosure Brochure since the last filing and distribution to Clients. Additionally, the Disclosure Brochure has been redrafted to streamline disclosures.

- The Advisor requires an relationship minimum in the amount of \$500,000. Please see Item 7 for additional information.

### 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.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 154311. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (781) 834-2010.

### Item 3 – Table of Contents

---

|  |           |
|--|-----------|
| <b>Item 1 – Cover Page</b> .....   | <b>1</b>  |
| <b>Item 2 – Material Changes</b> .....   | <b>2</b>  |
| <b>Item 3 – Table of Contents</b> .....  | <b>3</b>  |
| <b>Item 4 – Advisory Services</b> .....  | <b>4</b>  |
| A. Firm Information .....  | 4         |
| B. Advisory Services Offered .....   | 4         |
| C. Client Account Management .....   | 5         |
| D. Wrap Fee Programs .....   | 6         |
| E. Assets Under Management .....   | 6         |
| <b>Item 5 – Fees and Compensation</b> .....  | <b>6</b>  |
| A. Fees for Advisory Services .....  | 6         |
| B. Fee Billing .....   | 7         |
| C. Other Fees and Expenses .....   | 7         |
| D. Advance Payment of Fees and Termination .....   | 7         |
| E. Compensation for Sales of Securities .....  | 8         |
| <b>Item 6 – Performance-Based Fees and Side-By-Side Management</b> .....                                     | <b>8</b>  |
| <b>Item 7 – Types of Clients</b> .....   | <b>8</b>  |
| <b>Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss</b> .....                            | <b>8</b>  |
| A. Methods of Analysis .....   | 8         |
| B. Risk of Loss .....  | 9         |
| <b>Item 9 – Disciplinary Information</b> .....   | <b>10</b> |
| <b>Item 10 – Other Financial Industry Activities and Affiliations</b> .....                                  | <b>11</b> |
| <b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading</b> ..... | <b>11</b> |
| A. Code of Ethics .....  | 11        |
| B. Personal Trading with Material Interest .....   | 11        |
| C. Personal Trading in Same Securities as Clients .....  | 11        |
| D. Personal Trading at Same Time as Client .....   | 12        |
| <b>Item 12 – Brokerage Practices</b> .....   | <b>12</b> |
| A. Recommendation of Custodian[s] .....  | 12        |
| B. Aggregating and Allocating Trades .....   | 12        |
| <b>Item 13 – Review of Accounts</b> .....  | <b>13</b> |
| A. Frequency of Reviews .....  | 13        |
| B. Causes for Reviews .....  | 13        |
| C. Review Reports .....  | 13        |
| <b>Item 14 – Client Referrals and Other Compensation</b> .....   | <b>13</b> |
| A. Compensation Received by MFS .....  | 13        |
| B. Compensation for Client Referrals .....   | 14        |
| <b>Item 15 – Custody</b> .....   | <b>14</b> |
| <b>Item 16 – Investment Discretion</b> .....   | <b>14</b> |
| <b>Item 17 – Voting Client Securities</b> .....  | <b>14</b> |
| <b>Item 18 – Financial Information</b> .....   | <b>14</b> |
| <b>Privacy Policy</b> .....  | <b>15</b> |

## Item 4 – Advisory Services

---

### A. Firm Information

McNamara Financial Services, Inc. (“MFS” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Corporation under the laws of the Commonwealth of Massachusetts. MFS was founded in 2005 and is owned and operated by Michael McNamara (President), Alyssa McNamara Reed (Treasurer and Chief Compliance Officer), and Justin McNamara (Vice President). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by MFS.

### B. Advisory Services Offered

MFS offers investment advisory services to individuals, high net worth individuals, trusts, endowments, businesses, retirement plans, and other legal entities (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. MFS’s 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.

#### Investment Management Services

MFS provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and non-discretionary investment management and related advisory services. MFS works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. MFS will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, or bonds in order to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client’s legacy investments based on portfolio fit and/or tax considerations.

MFS’s 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. MFS 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.

MFS evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. MFS may recommend, on occasion, redistributing investment allocations to diversify the portfolio. MFS 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.

MFS 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 the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will MFS 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 the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

*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 will earn a new (or increase 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.

*Reporting Services* – MFS may provide reporting services, via Limited Power of Attorney (“POA”), on assets in accounts that are not under the Advisor’s management. In providing these services, the Advisor may utilize technology platforms from third parties, including ORION Advisor Services, Inc., for research, reports, models, and other related services (“Third Party Services”) to report activity in the account.

#### Financial Planning Services

MFS will typically provide a variety of financial planning and consulting services to Clients either as a component of investment management or as a stand-alone service, pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific 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 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.

MFS may also refer Clients to an accountant, attorney or other specialists, 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 (6) months of 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.

#### Retirement Plan Advisor Services

MFS may offer pension consulting services to corporations and businesses on a non-discretionary basis. In providing this service, MFS will assist the client/plan sponsor with implementation of the employer’s defined benefit or defined contribution plan and may also offer educational seminars and workshops to plan participants. In conducting such educational seminars, MFS provides general instruction regarding the structure of the plan and discusses overall investment strategies, including asset allocation and diversification among various asset classes. MFS may provide product-specific advice to plan participants; however, does not receive any additional compensation when making such recommendations.

### **C. Client Account Management**

Prior to engaging MFS 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 – MFS, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.

- Asset Allocation – MFS 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 – MFS will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – MFS will provide investment management and ongoing oversight of the Client’s investment portfolio.

**D. Wrap Fee Programs**

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

**E. Assets Under Management**

As of December 31, 2022, MFS manages \$521,204,392 in Client assets, \$512,961,746 of which are managed on a discretionary basis and \$8,242,646 on a non-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**

Investment Management Services

Investment advisory fees are paid quarterly, advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average daily balance of all assets in the client’s account during the prior calendar quarter. Investment advisory fees range from 0.25% to 1.05% depending on assets under management and are based on the following schedule:

| <b>Assets Under Management (\$)</b> | <b>Annual Rate (%)</b> |
|-------------------------------------|------------------------|
| The First to \$250,000              | 1.05%                  |
| Next to \$750,000                   | 0.90%                  |
| Next to \$1,000,000                 | 0.70%                  |
| Next to \$1,000,000 +               | 0.35%                  |

The investment advisory fee for new accounts are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by MFS will be independently valued by the Custodian. MFS will not have the authority or responsibility to value portfolio securities.

*Reporting Services* – Reporting services on assets in accounts that are not under the Advisor’s management are subject to an annual fee of \$45 per account.

Financial Planning and Consulting Services

MFS offers financial planning services at an hourly rate of \$250 per hour. The Advisor charges a minimum financial planning fee of \$1,000 based upon a minimum of 4 hours at the hourly rate of \$250 per hour. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and overall costs will be provided to the Client prior to engaging for these services.

### Retirement Plan Advisor Services

Fees for retirement plan advisory services are charged either an annual asset-based fee of up to 1.05% based on the market value of assets under management at the end of the calendar quarter or an annual fixed fee. Retirement plan advisory fees are billed quarterly either in advance of, or at the end of each quarter. Fees may be negotiable depending on the size and complexity of the Plan.

## **B. Fee Billing**

### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] 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 beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the average daily balance of assets under management with MFS at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by MFS to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

*Reporting Services* – Clients receiving these services may be charged on a flat-fee basis, in the form of an annual fee that will be charged quarterly. This fee will be based upon the fee the Third-Party platform provider charges to MFS for use of the platform. This fee is intended to cover administrative costs and the Advisor generally does not profit from said fee.

### Financial Planning and Consulting Services

Financial planning fees are invoiced and due upon completion of the agreed upon deliverable[s].

### Retirement Plan Advisor Services

Retirement plan advisory 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 MFS, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by MFS are separate and distinct from these custody and execution fees.

In addition, all fees paid to MFS 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 MFS, but would not receive the services provided by MFS 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 MFS to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

## **D. Advance Payment of Fees and Termination**

### Investment Management Services

MFS may be compensated for its investment management services in advance of the quarter in which services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory 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. 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 and Consulting Services

MFS is compensated for its financial planning services upon completion of the engagement deliverable[s]. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning 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. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisor Services

MFS may be compensated in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory 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 Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. 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**

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

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

---

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

MFS 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**

---

MFS offers investment advisory services to individuals, high net worth individuals, trusts, endowments, businesses, retirement plans, and other legal entities. Client relationships vary in scope and length of service. MFS generally services Clients with a relationship size of \$500,000 and above. MFS may reduce these minimums at its sole discretion.

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

---

#### **A. Methods of Analysis**

MFS primarily employs Modern Portfolio Theory and strategic asset allocation in developing investment strategies for its Clients. Research and analysis from MFS 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.



### Modern Portfolio Theory

Modern Portfolio Theory is a theory of investment which tries to attain portfolio expected return for a given amount of portfolio risk, or equivalently reduce risk for a given level of expected return, by carefully choosing the proportions of various assets. Please note that there is no investment strategy that will guarantee a profit or prevent loss.

### Strategic Asset Allocation

MFS also employs Strategic Asset Allocation with a Tactical Asset Allocation component, which is an investment strategy that adjusts a portfolio's asset allocation from time to time as well as rebalancing over time via the tactical allocations decisions that may be made from time to time by the applicable third-party provider and as implemented by MFS. MFS may, in its discretion, select, retain and/or replace third party portfolio strategists, sub-adviser and/or others in preparing these strategies.

As noted above, MFS generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. MFS 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, MFS 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. The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Client may execute within the Investment Services Agreement or within a separate Investment Policy Statement outlining their objectives, risk tolerance, and their desired investment strategy, from time to time.

## **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. MFS 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. The 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.

### 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.

### 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. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

### Variable Annuities

Investment in a variable annuity contract is subject to general market risk and the insurance company's credit risk. Generally, investment in variable annuities is intended for long-term goals. Variable annuities are generally not advised for short-term goals due to potential tax implication and costs for early withdrawal. Clients purchasing a variable annuity will receive a prospectus and should rely solely on the disclosures contained in the prospectus with respect to the terms and conditions of the variable annuity. Client should also be aware that certain riders purchased with a variable annuity may limit the investment options and the ability to manage the subaccounts.

### Bond Risks

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

### ESG Risk

When an investment process considers environmental, social, and governance factors ("ESG"), MFS may choose to avoid investments that might otherwise be considered or sell investments due to changes in ESG risk factors as part of the overall investment decision process. The use of environmental, social, and governance factors may impact investment

**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 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. MFS values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 154311.

## **Item 10 – Other Financial Industry Activities and Affiliations**

---

MFS has sponsored a weekly talk radio show on WATD (95.9 FM) in Marshfield, MA since 1990 and a weekly talk radio show on WCAP (980 AM) in Lowell, MA since 2019. The shows currently air on Saturday and Sunday mornings. MFS compensates WATD and WCAP for the shows. Additionally, said shows are recorded and broadcasted via podcast. Generic financial planning and investment topics are discussed on the show, in addition to local and regional topics of interest. The owners of MFS host the show and are usually accompanied by a co-host in the areas of real estate, accounting and taxes, estate planning, mortgages or employee benefits. These co-hosts may compensate MFS for their participation.

In addition, MFS may develop and present seminars and related presentations dealing with the intersection of financial planning and related issues, with other professionals, such as attorneys, insurance professionals and tax professionals, from time to time. While such professionals may from time to time refer clients to MFS, Inc., MFS provides no compensation for any such referrals. Neither MFS, nor its employees provide legal or tax advice.

A conflict of interest may arise where the recommendations or strategies developed by MFS, or the selection by client, of a particular investment or service over other competing products or services may result in client paying more than if client purchased the investment or service directly and may result in additional compensation being paid to MFS. MFS has instructed all representatives to disclose any compensation to be paid to the firm and investment advisor representatives, and inform the client of his/her freedom to purchase investments from other provider(s).

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

---

### **A. Code of Ethics**

MFS has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with MFS (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to each Client. MFS and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of MFS’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (781) 834-2010.

### **B. Personal Trading with Material Interest**

MFS allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. MFS 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. MFS does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

MFS 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 that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons 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 MFS requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”) or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

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

### **Item 12 – Brokerage Practices**

---

#### **A. Recommendation of Custodian[s]**

MFS 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 MFS to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, MFS does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where MFS 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 the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by MFS. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. MFS 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, and its reputation and/or the location of the Custodian's offices.

MFS will generally recommend that Clients establish their account[s] at Pershing Advisor Solutions, a division of Pershing, LLC ("Pershing") or TD Ameritrade, Inc. ("TD Ameritrade"). Pershing and TD Ameritrade are each a FINRA-registered broker-dealer and member of SIPC. Pershing or TD Ameritrade will serve as the Client's "qualified custodian". The Advisor maintains an institutional relationship with Pershing, whereby the Advisor receives certain economic benefits. Pershing and TD Ameritrade are independent and unaffiliated SEC-registered broker-dealer. Pershing and TD Ameritrade offers to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from Pershing and TD Ameritrade through its participation in the program. Please see the disclosure under 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. **MFS does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

**2. Brokerage Referrals** - MFS 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 MFS 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]. 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]). MFS 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. MFS will execute its transactions through the Custodian as authorized by the Client. MFS may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. 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 any particular Clients' accounts.

## **Item 13 – Review of Accounts**

---

### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Justin J. McNamara Reed, Portfolio Manager of MFS. 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 encouraged to notify MFS 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 MFS**

MFS does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. MFS may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, MFS may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform – Pershing

As previously mentioned in Item 12, MFS has established an institutional relationship with Pershing to assist the firm in managing Client account[s]. Access to the Pershing platform is provided at no charge to MFS. MFS receives access to software and related support without cost because the firm renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit MFS, but not its Clients directly. In fulfilling its duties to its Clients, MFS 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 conflict of interest since these benefits may influence the MFS's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

#### Participation in Institutional Advisor Platform – TD Ameritrade

As disclosed under Item 12, above, the Advisor 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 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, the Advisor 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 Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

## **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**

---

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

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

## **Item 16 – Investment Discretion**

---

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

## **Item 17 – Voting Client Securities**

---

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

## Privacy Policy

---

Effective: March 28, 2023

### Our Commitment to You

McNamara Financial Services, Inc. ("MFS" 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. MFS (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.

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

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

### Why you need to know?

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

### What information do we collect from you?

|  |                                 |
|--|---------------------------------|
| Driver's license number                            | Date of birth                   |
| Social security or taxpayer identification number  | Assets and liabilities          |
| Name, address and phone number[s]                  | Income and expenses             |
| E-mail address[es]                                 | Investment activity             |
| Account information (including other institutions) | Investment experience and goals |

### What Information do we collect from other sources?

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

### How do we protect your information?

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



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

**How do we share your information?**

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

| Basis For Sharing  | Do we share? | Can you limit? |
|--|--------------|----------------|
| <p><b>Servicing our Clients</b><br/>                     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.</p>             | Yes          | No             |
| <p><b>Marketing Purposes</b><br/>                     MFS 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 MFS or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b></p> | No           | Not Shared     |
| <p><b>Authorized Users</b><br/>                     Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].</p>  | Yes          | Yes            |
| <p><b>Information About Former Clients</b><br/>                     MFS 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.</p>  | No           | Not Shared     |

**State-specific Regulations**

|               |   |
|---------------|---|
| Massachusetts | In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account. |
|---------------|---|

**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 (781) 834-2010.