



## **Part 2A of Form ADV**

### **Firm Brochure**

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This Brochure provides information about the qualifications and business practices of Holistic Finance LLC. If you have any questions about the contents of this Brochure, please contact us at (808) 746-7774 or Michael@holisticfinance.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Holistic Finance LLC is an SEC Registered Investment Advisor. Registration of an Investment Advisor does not imply any level of skill or training. The oral and written communications of an Advisor provide you with information which you may use to determine to hire or retain an Advisor.

Additional information about Holistic Finance LLC (CRD 335108) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2: Material Changes**

### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

### **Material Changes since the Last Update**

Since the last filing of this brochure on October 8, 2025, the following items have changed:

- Item 4 has been updated with the firm's most recent assets under management calculation.

### **Full Brochure Available**

This Firm Brochure being delivered is the complete brochure for the Firm.

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## **Item 4 – Advisory Business**

### **Firm Description**

Holistic Finance LLC (Holistic Finance") was founded in 2017 and began offering advisory services in 2025. Zachary Geist is 100% owner and Michael Wheelwright is the Chief Compliance Officer.

### **Types of Advisory Services**

#### **ASSET MANAGEMENT SERVICES**

Holistic Finance offers discretionary and non-discretionary asset management services to advisory Clients. Holistic Finance will offer Clients ongoing asset management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

##### **Discretionary**

When the Client provides Holistic Finance discretionary authority the Client will sign a limited trading authorization or equivalent. Holistic Finance will have the authority to execute transactions in the account without seeking Client approval on each transaction.

##### **Non-Discretionary**

When the Client elects to use Holistic Finance on a non-discretionary basis, Holistic Finance will determine the securities to be bought or sold and the amount of the securities to be bought or sold. However, Holistic Finance will obtain prior Client approval on each and every transaction before executing any transaction.

Holistic Finance participates in the Model Marketplace of Altruist LLC, an SEC registered investment adviser and affiliate of Altruist Financial LLC. Holistic Finance may subscribe client account to model portfolios available through Altruist LLC's Model Marketplace, including Altruist LLC-generated portfolios and Third-Party Portfolios, for use by Holistic Finance to assist it in managing or advising Holistic Finance client accounts. Altruist LLC and its affiliates do not act as investment advisers or fiduciaries to Holistic Finance clients. Holistic Finance is responsible for suitability of all investment decisions and transactions for client accounts subscribed to Model Marketplace model portfolios.

#### **Assets Under Advisement**

Holistic Finance also offers a specialized service to assist individuals with accounts held outside of Holistic Finance's custodian. Accounts are monitored on a monthly or quarterly basis, and personalized recommendations are provided. However, implementation of these recommendations remains solely at the Client's discretion.

#### **FINANCIAL PLANNING AND CONSULTING**

Holistic Finance offers the following financial planning and consulting services: as outlined below:

##### ***Full Financial Plan***

Financial planning services include a complete evaluation of an investor's current and future financial state and will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. Holistic Finance will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals:** Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement:** A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis:** An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy:** A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan:** Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage.
- **Long-term investment plan:** Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy:** Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Estate preservation:** Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

#### *Consultation Services*

This service is appropriate for clients who need assistance with individual topics. This is not a detailed financial review and will not provide/result in a complete financial plan. Client may select individual topics above, or other topics as may be deemed appropriate. The individual topics that will be included in this service will be outlined and agreed upon on the financial planning and consulting agreement.

If a conflict of interest exists between the interests of Holistic Finance and the interests of the Client, the Client is under no obligation to act upon Holistic Finance's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Holistic Finance. Financial plans will be completed and delivered inside of 60 days contingent upon timely delivery of all required documentation.

#### *Ongoing Financial Planning*

As part of the AUM services described above, Holistic Finance provides ongoing financial planning to offer regular support and guidance in helping you stay aligned with your financial goals. This includes at least two check-in meetings per year focused on key areas of your financial life, such as:

- **Develop Understanding:** We continuously assess changes in your life circumstances, interests, values, and goals to refine your financial strategy.

- **Conduct Analysis:** We review your progress and evaluate any necessary adjustments to balance multiple objectives, such as education planning, retirement goals, and wealth transfer strategies.
- **Tailor Solutions:** Together, we adjust your investment strategy as needed, considering evolving market conditions, your goals, and risk tolerance.
- **Implement and Deliver:** We ensure the effective execution of new strategies or updates, offering access to a broad array of financial products to integrate seamlessly into your plan.
- **Ongoing Commitment:** Each meeting fosters accountability, enabling us to track your progress and recommend adjustments to keep you aligned with your financial objectives.
- **Tax reduction strategy:** Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Estate preservation:** Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

Additionally, ongoing check-ins via phone or email are available to provide accountability, encouragement, and support for addressing changes along the way. This approach ensures that your financial plan remains dynamic and aligned with your life goals.

If a conflict of interest exists between the interests of Holistic Finance and the interests of the Client, the Client is under no obligation to act upon Holistic Finance's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Holistic Finance. Ongoing services will continue from year to year unless cancelled by either party.

### **Estate Planning Support Services**

Holistic Finance offers clients the option to engage in estate planning support services, including estate plan reviews, as a limited-scope engagement separate from the firm's investment advisory or financial planning services. These services are designed for clients who either do not have an estate plan or wish to review or update an existing plan to ensure it continues to reflect their current intentions and financial objectives.

Services offered include:

- **Organization and ENCORE Platform Support** – Assistance in organizing personal and financial information, navigating the EncorEstate Plans ("ENCORE") software platform, and gathering relevant information for input. Holistic Finance also provides general education and guidance on estate planning topics, including estate taxes, types and structures of trusts, gifting strategies, titling of assets, beneficiary designations, and other estate-related considerations.
- **Estate Planning Support and Review** – Assistance in reviewing existing estate planning documents (if applicable) and ensuring plans align with current intentions and financial objectives.

- **Powers Package** – Includes documents for one person, commonly used for children turning 18, such as Power of Attorney for Finances, Advance Health Care Directive(s)/Power of Attorney for Health Care, and HIPAA Release.
- **Existing Estate Plan Summary** – A summary packet for estate plans completed outside of ENCORE, including a VEPS to clarify previous decisions and a Plan Summary to confirm whether prior wishes and decisions are still current. Completed summaries are typically delivered within 10 business days.

Important Limitation: Holistic Finance is not a licensed attorney, does not draft legal documents, and does not provide legal advice or legal opinions. Clients are solely responsible for reviewing any legal documents created through ENCORE. ENCORE is not a law firm and does not act as legal counsel to the client.

Holistic Finance provides access to the ENCORE platform, through which clients may prepare their own estate planning documents via ENCORE's interactive document automation system. ENCORE is responsible for the preparation of estate planning documents, including the preparation and recordation of real estate deeds into trust and the review of client input to confirm estate planning objectives are being addressed.

If a conflict of interest arises between the interests of Holistic Finance and those of the Client in connection with estate planning services, the Client is under no obligation to act upon any recommendations made by Holistic Finance. Should the Client choose to act on any such recommendations, they are not required to implement them through Holistic Finance.

### **THIRD PARTY MANAGERS**

When deemed appropriate for the Client, we may recommend that Clients utilize the services of a Third Party Manager (TPM) to manage a portion of, or your entire portfolio. All TPMs that we recommend must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an investment advisor representative of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM(s), we will monitor the performance of the TPM(s) to ensure their performance and investment style remains aligned with your investment goals and objectives.

In such circumstances, Holistic Finance receives referral fees from the TPM. We act as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. We help the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client. Ongoing services include but are not limited to:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update the TPM with any changes in Client status which is provided to Holistic Finance by the Client;
3. Review the statements provided by the TPM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM to the Client.

Holistic Finance will provide the TPM with any changes in Client status as provided to us by the Client and review the quarterly statements provided by the TPM. Holistic Finance will

deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM. Clients placed with TPM will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

### ERISA PLAN SERVICES

Holistic Finance provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans as a 3(21) advisor:

**Limited Scope ERISA 3(21) Fiduciary.** Holistic Finance may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions. As an investment advisor Holistic Finance has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using Holistic Finance can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

- Provide investment advice to the Client about asset classes and investment options available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. Holistic Finance acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide investment advice to the Plan Sponsor with respect to the selection of a qualified default investment option for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment options available to them under the Plan. Client understands Holistic Finance's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, Holistic Finance is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. Holistic Finance will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

Holistic Finance may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Holistic Finance and Client.

3. Holistic Finance has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to Holistic Finance on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

### **Client Tailored Services and Client Imposed Restrictions**

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities. Agreements may not be assigned without written Client consent.

### **Wrap Fee Programs**

Holistic Finance does not sponsor any wrap fee programs.

### **Client Assets under Management**

Holistic Finance has the following Client assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$7,857,000	\$0	December 31, 2025

### **Item 5 – Fees and Compensation**

#### **Method of Compensation and Fee Schedule**

#### **ASSET MANAGEMENT**

If a client determines to engage Holistic Finance to provide discretionary, non-discretionary and/or assets under advisement investment advisory services on a fee basis, Holistic Finance's annual investment advisory fee shall be:

Assets Under Management	Annual Fee
First \$5,000,000 (\$0 - \$5,000,000)	1.00%
Your next \$10,000,000 (\$5,000,000.01 - \$15,000,000)	0.75%
Subsequent amounts (\$15,000,000.01+)	0.5%

This is a tiered/blended fee schedule, the asset management fee is calculated by applying different rates to different portions of the portfolio. Holistic Finance may group certain

related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

The annual fee may be negotiable. Accounts within the same household may be combined for a reduced fee. Fees are billed monthly in arrears based on an average daily balance of the account for the previous month. The calculation for the average daily balance is based on the formula  $(A/D) \times (F/P)$ .

A = the sum of the daily balances in the billing period

D = number of days in the billing period

F = annual management fee

P = number of billing periods per year

**Step 1: Based on monthly billing cycle:** Calculate the average of the values of the Client's account over the course of the entire month to determine the average daily balance.

Day	Balance	Day	Balance	Day	Balance
1	\$5,587,654	11	\$5,587,664	21	\$5,587,677
2	\$5,587,999	12	\$5,588,009	22	\$5,588,022
3	\$5,600,021	13	\$5,600,031	23	\$5,600,044
4	\$5,601,187	14	\$5,601,197	24	\$5,601,210
5	\$5,599,862	15	\$5,599,872	25	\$5,599,885
6	\$5,599,884	16	\$5,599,894	26	\$5,599,907
7	\$5,587,135	17	\$5,587,145	27	\$5,587,158
8	\$5,597,635	18	\$5,597,645	28	\$5,597,658
9	\$5,602,587	19	\$5,602,597	29	\$5,602,610
10	\$5,599,358	20	\$5,599,368	30	\$5,599,381
Total of days 1-30:					\$167,890,296
<b>Average daily balance:</b> $(\$167,890,296 / 30)$ = \$5,596,343.20					

**Step 2: Calculate the monthly fee:**

AUM	Monthly fee	Total
First \$5,000,000	$x 0.083\% =$	\$4,150.00
Next \$596,343.20	$x 0.063\% =$	\$375.70
Grand total for the month		<hr/> \$4,525.70

Lower fees for comparable services may be available from other sources. Fees for asset management services are deducted from a designated Client account to facilitate billing. Please see Item 15 for more information regarding direct deduction of fees from client's accounts.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no fee and without penalty. After five days of signing the agreement, Clients may cancel by providing written notice to Holistic Finance and Holistic Finance may terminate advisory services with thirty (30) days written notice to the Client. For accounts opened or closed mid-billing period, fees will be prorated based on the days services are provided during the given period. All unpaid earned fees will be due to Holistic Finance. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

When Holistic Finance participates in Altruist LLC's Model Marketplace, the associated platform fee is included as part of the advisory services provided by Holistic Finance and is not separately charged to clients. Clients will not incur an additional fee for the use of model portfolios through Altruist.

Although Altruist calculates Model Marketplace fees in arrears at the end of each month based on the average monthly account balance, these fees are absorbed by Holistic Finance and will not be passed through or debited from client accounts. If a model portfolio is applied for only part of a month, Altruist prorates the internal fee accordingly, but again, this cost is covered by Holistic Finance as part of its advisory service.

### **Assets Under Advisement**

Fees for assets under advisement will be based on the value of the assets held in the monitored account and will mirror the standard assets under management (AUM) fee, both in rate and in calculation method.

### **FINANCIAL PLANNING AND CONSULTING**

Holistic Finance charges a fixed fee for financial planning services, based on the complexity of the engagement and the Client's individual needs.

Holistic Finance charges either an hourly fee or fixed fee based on complexity and unique Client needs for financial planning. Prior to the planning process the Client will be provided an estimated plan fee.

#### Full Financial Plan

Full Financial Plans are offered based on a flat fee between \$2,500 and \$10,000. (fee is negotiable and determined on an individual basis based on the complexity of the plan)

#### Consultation Services

Consultation Services are offered based on an hourly fee of \$250 per hour. (This does not include initial discovery consultations prior to a signed client agreement and only applies to clients who are doing stand-alone financial planning, after the financial plan is complete).

Clients have the following payment options for full financial plans and consultation services:

1. 50% in advance, with the remaining balance due upon plan delivery.
2. Full payment at the commencement of the engagement.

Full Financial Plans and Consultation Services are completed and delivered inside of 60 days contingent upon timely delivery of all required documentation. Ongoing financial planning fees will continue from year to year unless cancelled by either party. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to Holistic Finance.

#### Ongoing Services

Ongoing financial planning services are offered exclusively in conjunction with the firm's assets under management (AUM) services and are not available as a standalone offering.

For clients receiving financial planning services, our standard fee is an annual charge equal to 1.00% of assets under management (AUM) or \$5,000 per year, whichever is greater. Fees are negotiable based on the scope and complexity of the engagement. For example, if

we mutually agree to a \$2,500 annual fee, the AUM threshold would be \$250,000. This fee is billed monthly in arrears. Once assets under management (AUM) reach \$500,000, financial planning fees will be waived, and the client will be charged solely according to the AUM fee schedule. No additional fees will be assessed for financial planning services at that point. Prior to the start of the planning process, Clients will receive an estimated fee based on the anticipated scope of work.

Ongoing financial planning fees will continue from year to year unless cancelled by either party. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to Holistic Finance.

### **Estate Planning Support Services Fees**

Fees for estate planning support services are based on the complexity of the client's needs and the scope of work involved. Fees are outlined in a separate Estate Planning Services Agreement.

- Organization and ENCORE Platform Support – Fees generally range from a minimum of \$1,000 to a maximum of \$5,000, depending on the complexity of the client's needs and the level of analysis and coordination required.
- Estate Planning Support and Review – Fees generally range from a minimum of \$1,000 to a maximum of \$5,000, depending on the complexity of the client's needs and the level of analysis and coordination required.
- Powers Package –Holistic Finance charges \$250.
- Existing Estate Plan Summary – Holistic Finance charges \$300.

Clients are under no obligation to use any third-party professionals we may recommend, and similar services may be available elsewhere at a lower cost. We encourage clients to seek the advice of a qualified attorney or other licensed professional for the preparation of estate planning documents and legal guidance.

### **THIRD PARTY MANAGERS**

Holistic Finance has entered into a Referral Agreement with unaffiliated third-party managers (TPM). Each TPM is a Registered Investment Advisor registered with the Securities and Exchange Commission or relevant state authority that provides investment portfolio advice and supervisory services.

This relationship will be disclosed to the client in each contract between Holistic Finance and TPM. Holistic Finance does not charge additional management fees for TPM managed account services. Client's signature is required to confirm consent for services within TPM Investment Agreement. Client will initial Holistic Finance's Investment Advisory Agreement to acknowledge receipt of TPM fee Schedule and required documents including ADV Part 2 disclosures. The fee charged by each TPM will be disclosed to the Client in the Investment Advisory Agreement and are negotiable.

All management fees are withdrawn from the Client's account unless otherwise noted. The TPM will receive written authorization from the Client to deduct advisory fees from their account held by a qualified custodian. The TPM will pay Holistic Finance their share of the fees. (Holistic Finance does not have access to deduct Client fees in a referral relationship). Clients may terminate their account with a TPM within five (5) business days of signing the investment advisory agreement without penalty or obligation. For terminations after the

initial five business days, the TPM will be entitled to a pro-rata fee for the days service was provided in the final quarter. TPM will pay Holistic Finance their portion of the final fee. For more information, please consult the TPM's client agreement.

The combination of fees for Holistic Finance and the TPM will not exceed the industry standard of excessive fees, which is 3% annualized.

### **ERISA PLAN SERVICES**

The annual fees are based on the market value of the Included Assets and will not exceed 1%. The annual fee is negotiable and may be charged as a percentage of the Included Assets. Fees will be charged quarterly or monthly in arrears based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, Holistic Finance shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of Holistic Finance for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. Holistic Finance does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, Holistic Finance will disclose this compensation, the services rendered, and the payer of compensation. Holistic Finance will offset the compensation against the fees agreed upon under the Agreement.

### **Client Payment of Fees**

Fees for asset management services are:

- Deducted from a designated Client account. The Client must consent in advance to direct debiting of their investment account.

Fees for financial plans will be billed:

- Deducted from a non-qualified account managed by Holistic Finance

Fees for asset management services provided by TPM are deducted from a designated Client account by TPM to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Fees for ERISA services will either be deducted from Plan assets or paid directly to Holistic Finance. The Client must consent in advance to direct debiting of their investment account.

### **Additional Client Fees Charged**

Custodians may charge brokerage commissions, transaction fees, and other related costs on the purchases or sales of mutual funds, equities, bonds, options and exchange-traded funds. Mutual funds, money market funds and exchange-traded funds also charge internal management fees, which are disclosed in the fund's prospectus. Holistic Finance does not receive any compensation from these fees. All of these fees are in addition to the

management fee you pay to Holistic Finance. For more details on the brokerage practices, see Item 12 of this brochure.

### **Prepayment of Client Fees**

Holistic Finance does not require any prepayment of fees of more than \$1,200 per Client and six months or more in advance.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to Holistic Finance.

### **External Compensation for the Sale of Securities to Clients**

Investment Advisor Representatives of Holistic Finance receive external compensation from sales of investment related products such as insurance as licensed insurance agents. This represents a conflict of interest because it gives an incentive to recommend products based on the commission received. This conflict is mitigated by disclosures, procedures, and Holistic Finance's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any products or services. Clients have the option to purchase these products through another insurance agent of their choosing.

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

### **Sharing of Capital Gains**

Holistic Finance does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

## **Item 7 – Types of Clients**

### **Description**

Holistic Finance typically provides advisory services to individuals.

### **Account Minimums**

Holistic Finance requires a minimum of \$100,000 to open and maintain an account. In certain instances, the minimum account size may be lowered or waived.

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

### **Methods of Analysis**

Security analysis methods typically includes fundamental analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

### **Investment Strategy**

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 by providing written notice to Holistic Finance. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases and trading.

## Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with Holistic Finance:

- *Market Risk:* The prices of securities in which clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.
- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the client's portfolio may suffer.
- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise,

the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.

- *Investment Companies Risk:* When a client invests in open end mutual funds or ETFs, the client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which client invests.
- *Cash and Cash Equivalents Risk:* Cash and cash equivalents consist of investments like money market funds, certificates of deposit (CDs), Treasury bills, and short-term government bonds. They are generally considered low-risk compared to other asset classes. While they offer safety, liquidity, and stability, they come with certain risks, such as inflation, interest rate fluctuations, and opportunity costs.
- *Long-term purchases:* Long-term investments are those vehicles purchased with the intention of being held for more than one year. Typically the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.
- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.
- *Private Equity/Placement Risk:* Because offerings are exempt from registration requirements, no regulator has reviewed the offerings to make sure the risks associated with the investment and all material facts about the entity raising money are adequately disclosed. Securities offered through private placements are generally illiquid, meaning there are limited opportunities to resell the security. Risk of the underlying investment may be significantly higher than publicly traded investments.

The risks associated with utilizing TPM's include:

- Manager Risk
  - TPM fails to execute the stated investment strategy
- Business Risk
  - TPM has financial or regulatory problems
- The specific risks associated with the portfolios of the TPM's which is disclosed in the TPM's Form ADV Part 2.

## **Item 9 – Disciplinary Information**

### **Criminal or Civil Actions**

Holistic Finance and its management have not been involved in any criminal or civil action.

## **Administrative Enforcement Proceedings**

Holistic Finance and its management have not been involved in administrative enforcement proceedings.

## **Self- Regulatory Organization Enforcement Proceedings**

Holistic Finance and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of Holistic Finance or the integrity of its management.

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

### **Broker-Dealer or Representative Registration**

Holistic Finance is not registered as a broker-dealer and no affiliated representatives of Holistic Finance are registered representatives of a broker-dealer.

### **Futures or Commodity Registration**

Neither Holistic Finance nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

### **Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Michael Wheelwright has a financial affiliated business as an insurance agent with Holistic Finance. Additionally, Michael Wheelwright engages in an outside business activity as a consultant for Student Loan Tutor LLC, a company specializing in student loan repayment consulting. Approximately 15% of his time is spent on these activities. He will offer Clients services from these activities. As an insurance agent or student loan consultant, he may receive separate yet typical compensation.

These practices represent a conflict of interest because it gives an incentive to recommend products based on the compensation received. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another insurance agent or student loan consultant of their choosing.

Michael Wheelwright is the co-owner of Reorganism LLC, a consulting and media production company specializing in photography and videography services for various events. As there are no shared clients between his roles, no conflict of interest exists.

### **Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

Holistic Finance may at times utilize the services of third party money managers to manage client accounts. In such circumstances, Advisor will share in the third party asset management fee. Clients placed with TPM will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of Holistic Finance. Holistic Finance ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

These practices represent conflicts of interest because Holistic Finance is paid a Referral Fee for recommending the TPM and may choose to recommend a particular TPM based on the fee Holistic Finance is to receive. This conflict is mitigated by disclosures, procedures

and the firm's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPM given by Holistic Finance and have the option to receive investment advice through other money managers of their choosing.

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

### **Code of Ethics Description**

Holistic Finance has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics along with a Policy and Procedures Manual includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons affiliated with Holistic Finance must acknowledge the terms of the Code of Ethics and the Policy and Procedures Manual annually, or as amended.

Holistic Finance anticipates that, in appropriate circumstances, consistent with clients' investment objectives, it will cause accounts over which Holistic Finance has management authority to effect, and will recommend to investment advisory clients or prospective clients, the purchase or sale of securities in which Holistic Finance, its affiliates and/or clients, directly or indirectly, have a position of interest. Holistic Finance's employees and persons associated with Holistic Finance are required to follow Holistic Finance's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of Holistic Finance and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for Holistic Finance's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of Holistic Finance will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code of Ethics certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of Holistic Finance's clients. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between Holistic Finance and its clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with Holistic Finance's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally, if applicable, and receive securities at a total average price. Holistic Finance will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the trade order.

Holistic Finance's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting Holistic Finance LLC.

## **Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

Holistic Finance and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

## **Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

Holistic Finance and its affiliated persons may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide Holistic Finance with copies of their brokerage statements.

The Chief Compliance Officer of Holistic Finance is Michael K. Wheelwright. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

## **Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

It is Holistic Finance's policy that the firm will not affect any principal or agency cross securities transactions for client accounts. Holistic Finance will also not cross trades between client accounts. Principal transactions are generally defined as transactions where an advisor, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. A principal transaction may also be deemed to have occurred if a security is crossed between an affiliated hedge fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment advisor in relation to a transaction in which the investment advisor, or any person controlled by or under common control with the investment advisor, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an advisor is dually registered as a broker-dealer or has an affiliated broker-dealer.

## **Item 12 – Brokerage Practices**

### **Factors Used to Select Broker-Dealers for Client Transactions**

Holistic Finance will recommend the use of a particular broker-dealer based on their duty to seek best execution for the client, meaning they have an obligation to obtain the most favorable terms for a client under the circumstances. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. Holistic Finance will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. Holistic Finance relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by Holistic Finance. Holistic Finance does not receive any portion of the trading fees.

Holistic Finance also offers investment advisory services through the custodial platform offered by Altruist Financial LLC and its current clearing firm, Apex Clearing Corporation (each unaffiliated SEC-registered broker dealers and FINRA/SIPC members). Including by virtue of no commission on orders executed through them, bully digital account opening process, the variety of available investments, and integration with software tools that can benefit Holistic Finance and its clients.

Holistic Finance will recommend the use of Altruist Financial LLC.

- *Research and Other Soft Dollar Benefits*

The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by Holistic Finance from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. Although Holistic Finance has no formal soft dollar arrangements, Holistic Finance may receive products, research and/or other services from custodians or broker-dealers connected to client transactions or "soft dollar benefits". As permitted by Section 28(e) of the Securities Exchange Act of 1934, Holistic Finance receives economic benefits as a result of commissions generated from securities transactions by the custodian or broker-dealer from the accounts of Holistic Finance. Holistic Finance cannot ensure that a particular client will benefit from soft dollars or the client's transactions paid for the soft dollar benefits. Holistic Finance does not seek to proportionately allocate benefits to client accounts to any soft dollar benefits generated by the accounts.

A conflict of interest exists when Holistic Finance receives soft dollars which could result in higher commissions charged to Clients. This conflict is mitigated by the fact that Holistic Finance has a fiduciary responsibility to act in the best interest of its Clients and the services received are beneficial to all Clients.

- *Brokerage for Client Referrals*

Holistic Finance does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

- *Directed Brokerage*

Clients who direct brokerage outside our recommendation may be unable to achieve the most favorable execution of client transactions as client directed brokerage may cost clients more money. For example, in a directed brokerage account, you may pay higher brokerage commissions because we may not be able to aggregate orders to reduce transaction costs, or you may receive less favorable prices. Not all advisors require their clients to direct brokerage.

### **Aggregating Securities Transactions for Client Accounts**

Holistic Finance is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of Holistic Finance. All Clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis. If aggregation is not allowed or infeasible and individual transactions occur (e.g., non-discretionary accounts, withdrawal or liquidation requests, odd-late trades, etc.) an account may potentially be assessed higher costs or less favorable prices than those where aggregation has occurred.

### **Item 13: Review of Accounts**

## **Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Account reviews are performed quarterly by the Chief Compliance Officer of Holistic Finance, Michael Wheelwright. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target allocations of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, Holistic Finance suggests updating at least annually.

## **Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

## **Content of Client Provided Reports and Frequency**

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by Holistic Finance's custodian. Client receives confirmations of each transaction in account from the custodian and an additional statement during any month in which a transaction occurs.

## **Item 14 – Client Referrals and Other Compensation**

### **Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

Holistic Finance receives additional economic benefits from external sources as described above in Item 12.

Holistic Finance receives a portion of the annual management fees collected by the TPM(s) to whom Holistic Finance refers Clients.

This situation creates a conflict of interest because Holistic Finance and/or its Investment Advisor Representative have an incentive to decide what TPMs to use because of the higher referral fees to be received by Holistic Finance. However, when referring Clients to a TPM, the Client's best interest will be the main determining factor of Holistic Finance.

Holistic Finance may receive referral fees or other compensation when we refer clients to third-party providers for retirement accounts, including Solo 401(k) plans and Individual Retirement Accounts (IRAs). These referral arrangements comply with applicable SEC and state regulations.

Clients are not required to use any recommended provider, and referral fees do not increase the fees you pay to Holistic Finance. We will always disclose any referral arrangements and associated compensation prior to or at the time of the referral.

Holistic Finance and its employees may also receive non-cash benefits, such as educational materials or training, in connection with these referral arrangements. We strive to ensure that any referral recommendation is appropriate for your individual financial goals and circumstances.

Holistic Finance, LLC has entered into a referral agreement with Solera National Bank and its affiliate, Solera Planned Services, LLC dba Safeguard. Under this arrangement, Holistic Finance may refer clients to Safeguard for document management services associated with

certain self-directed retirement accounts held at Solera. In exchange for these referrals, Holistic Finance receives a referral fee from Solera.

Holistic Finance does not participate in account opening, negotiations, or documentation between Solera, Safeguard, and the client, and has no authority to bind or represent Solera or Safeguard. Clients are not obligated to use Solera or Safeguard, and comparable services may be available elsewhere. This arrangement creates a potential conflict of interest, as Holistic Finance has an incentive to refer clients to Solera and Safeguard based on the compensation received, rather than on a client's best interest.

### **Advisory Firm Payments for Client Referrals**

Holistic Finance does not compensate for Client referrals.

### **Item 15 – Custody**

#### **Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to carefully compare the account statements received directly from their custodians to any documentation or reports prepared by Holistic Finance.

Holistic Finance is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian on behalf of Holistic Finance.

### **Item 16 – Investment Discretion**

#### **Discretionary Authority for Trading**

If applicable, Client will authorize Holistic Finance discretionary authority, via the advisory agreement, to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. If applicable, Client will authorize Holistic Finance discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement. If however, consent for discretion is not given, Holistic Finance will obtain prior Client approval before executing each transaction.

Holistic Finance allows Client's to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. Such restrictions could include only allowing purchases of socially conscious investments. These restrictions must be provided to Holistic Finance in writing.

The Client approves the custodian to be used and the commission rates paid to the custodian. Holistic Finance does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

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

#### **Proxy Votes**

As a matter of firm policy and practice, Holistic Finance does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. Holistic Finance may provide advice to clients regarding the clients' voting of proxies.

### **Item 18 – Financial Information**

**Balance Sheet**

Registered Investment Advisors are required in this Item to provide you with certain financial information or disclosures about Holistic Finance's financial condition. No fees more than \$1,200 will be collected six months or more in advance. It is Holistic Finance's general policy to bill accounts in arrears at the end of the quarter based on the closing value of the account.

**Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

Holistic Finance has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients.

**Bankruptcy Petitions during the Past Ten Years**

Holistic Finance has not had any bankruptcy petitions in the last ten years.



## Part 2B of Form ADV

### Brochure Supplement

## Michael K. Wheelwright

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32-1091 Hawai'i Belt Road  
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January 21, 2026

This brochure supplement provides information about Michael K. Wheelwright that supplements Holistic Finance LLC. Form ADV Part 2A Brochure. You should have received a copy of that brochure. Please contact Michael K. Wheelwright if you did not receive Holistic Finance's brochure or if you have any questions about the contents of this supplement.

Additional information about Michael K. Wheelwright (CRD #7443523) is available on the SEC's website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2 – Education Background and Business Experience**

Michael K. Wheelwright

Born: 1985

Educational Background:

- No formal education

Business Experience:

- Holistic Finance LLC; Chief Compliance Officer/Investment Advisor Representative/Insurance Agent; 02/2025 – Present
- Student Loan Tutor LLC; Independent Contractor Consultant; 08/2021 – Present
- Reorganism LLC; Co-Owner; 09/2017 - Present
- MML Investors Services, LLC; Registered Representative; 08/2022 – 02/2025
- MML Investors Services, LLC; Investment Advisor Representative; 01/2023 – 02/2025
- MassMutual Life Insurance Company; Agent; 11/2019 – 02/2025
- Artists for Local Agriculture; Executive Director; 12/2011 – 09/2017

## **Item 3 – Disciplinary Information**

None to report.

## **Item 4 – Other Business Activities**

Michael Wheelwright has a financial affiliated business as an insurance agent with Holistic Finance. Additionally, Michael Wheelwright engages in an outside business activity as a consultant for Student Loan Tutor LLC, a company specializing in student loan repayment consulting. Approximately 15% of his time is spent on these activities. He will offer Clients services from these activities. As an insurance agent or student loan consultant, he may receive separate yet typical compensation.

These practices represent a conflict of interest because it gives an incentive to recommend products based on the compensation received. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another insurance agent or student loan consultant of their choosing.

Michael Wheelwright is the co-owner of Reorganism LLC, a consulting and media production company specializing in photography and videography services for various events. As there are no shared clients between his roles, no conflict of interest exists.

## **Item 5 – Additional Compensation**

None to report.

## **Item 6 – Supervision**

Holistic Finance LLC provides investment advisory and supervisory services in accordance with their policies and procedures manual. The primary purpose of the policies and procedures is to comply with the supervision requirements of the U.S. Securities and Exchange Commission. Clients should contact Michael Wheelwright, the Chief Compliance Officer of Holistic Finance LLC, at (808) 746-7774 if any questions arise regarding these supervision or compliance practices.