
TaxWise Wealth Planning LLC

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Form ADV Part 2A – Firm Brochure

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Dated September 10, 2026

This Brochure provides information about the qualifications and business practices of TaxWise Wealth Planning LLC, “TaxWise”. If you have any questions about the contents of this Brochure, please contact us at (801) 719-1857. 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.

TaxWise Wealth Planning LLC is registered as an investment adviser with the State of Utah. Registration of an investment adviser does not imply any level of skill or training.

Additional information about TaxWise is available on the SEC’s website at www.adviserinfo.sec.gov which can be found using the firm’s identification number 342739.

Item 2: Material Changes

Since this is the first filing of the Form ADV Part 2A for TaxWise, there is nothing to report. In the future, any material changes made during the year will be reported here.

Item 3: Table of Contents

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Item 4: Advisory Business

A. Description of Advisory Firm

TaxWise Wealth Planning LLC is registered as an investment adviser with the State of Utah. The firm was formed in May 2026 and will begin advisory operations upon initial licensure in August 2026. S&J Financial LLC is the sole 100% owner of TaxWise. Samuel Jones is the owner of S&J Financial, LLC.

B. Types of Advisory Services

TaxWise offers investment management and financial planning as separate services. A client may engage TaxWise for investment management only, for financial planning only, or for both. Clients who engage TaxWise for both investment management and ongoing financial planning may choose to pay for each service separately or to pay a single bundled fee under Integrated Wealth Management Services. Each service, and the fee applicable to it, is described below and in Item 5. TaxWise does not require a client to purchase any service as a condition of purchasing any other service.

Investment Management Services We are in the business of managing individually tailored investment portfolios. Our firm provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy or an investment plan with an asset allocation target and create and manage a portfolio based on that policy and allocation target. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. We may also review and discuss a client's prior investment history, as well as family composition and background.

Account supervision is guided by the stated objectives of the client (e.g., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Fees pertaining to this service are outlined in Item 5 of this brochure. All portfolio management services are provided on a discretionary basis. For discretionary accounts, rebalancing is initiated by the firm; clients are not required to request it. TaxWise does not offer non-discretionary portfolio management.

Investment Management Services is a standalone service. Clients engaged in Investment Management Services pay an asset-based fee on the assets TaxWise manages, calculated per the schedule in Item 5. A client who wants ongoing financial planning in addition to investment management may engage the firm's Annual Financial Planning service, described below, or may elect Integrated Wealth Management Services.

Use of Model Portfolios

TaxWise manages client portfolios using a set of model asset allocations that TaxWise develops and maintains. The models are informed by publicly available asset allocation research and published model allocations from Vanguard and Dimensional Fund Advisors, and are implemented primarily using mutual funds and exchange-traded funds sponsored by those firms. TaxWise determines the asset classes, the weightings, and when and whether a model changes, and is responsible for the models. Neither Vanguard nor Dimensional Fund Advisors

are engaged as a sub-adviser to TaxWise or to any TaxWise client, and TaxWise neither pays nor receives compensation from either firm in connection with the models or the selection of their funds.

TaxWise selects the model appropriate for a given client based on the client's objectives, time horizon, risk tolerance, liquidity needs, and tax situation, as documented in that client's Investment Policy Statement. Models serve as a starting point rather than a substitute for individualized advice: TaxWise tailors each client's portfolio to the client's circumstances, including tax considerations and embedded gains in existing holdings, charitable giving plans, held-away assets, and any reasonable restrictions the client imposes. As a result, a client's portfolio may differ materially from the model.

Model allocations are used in portfolio management only. Financial planning analysis is performed individually for each client and is not driven by the models.

Financial Planning and Consulting

Financial planning is a comprehensive evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information and analysis will be considered as they impact and are impacted by the entire financial and life situation of the client. Clients purchasing this service will receive a written or an electronic report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives.

The client always has the right to decide whether or not to act upon our recommendations. If the client elects to act on any of the recommendations, the client always has the right to affect the transactions through anyone of their choosing. Financial plans are typically delivered within 60 to 90 days of engagement, provided the client supplies requested information in a timely manner.

In general, the financial plan will address any or all of the following areas of concern. The client and advisor will work together to select the specific areas to cover. These areas may include, but are not limited to, the following:

- **Business Planning:** We provide consulting services for clients who currently operate their own business, are considering starting a business, or are planning for an exit from their current business. Under this type of engagement, we work with you to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals.
- **Cash Flow and Debt Management:** We will conduct a review of your income and expenses to determine your current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed your income. Advice may also be provided on which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts (such as money market funds) for such reserves, plus strategies to save desired amounts.
- **College Savings:** Includes projecting the amount that will be needed to achieve college or other post-secondary education funding goals, along with advice on ways for you to save the desired amount. Recommendations as to savings strategies are included, and, if needed, we will review your financial

picture as it relates to eligibility for financial aid or the best way to contribute to grandchildren (if appropriate).

- **Employee Benefits Optimization:** We will provide review and analysis as to whether you, as an employee, are taking the maximum advantage possible of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.
- **Estate Planning:** This usually includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts and other related documents. Our advice also typically includes ways for you to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts.

We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.

- **Financial Goals:** We will help clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.
- **Insurance:** Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.
- **Investment Analysis:** This may involve developing an asset allocation strategy to meet clients' financial goals and risk tolerance, providing information on investment vehicles and strategies, reviewing employee stock options, as well as assisting you in establishing your own investment account at a selected broker-dealer or custodian. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.
- **Retirement Planning:** Our retirement planning services typically include projections of your likelihood of achieving your financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (e.g., working longer, saving more, spending less, taking more risk with investments).

If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

- **Risk Management:** A risk management review includes an analysis of your exposure to major risks that could have a significantly adverse effect on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways

to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance (“self-insuring”).

- **Tax Planning Strategies:** Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we may make recommendations on which type of account(s) or specific investments should be owned based in part on their “tax efficiency,” with consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may affect your situation.

TaxWise may recommend to clients a variety of tax strategies and/or tax moves. Clients may also consult another qualified tax professional before initiating any tax planning strategies.

One-Time Financial Planning (Project-Based)

A discrete engagement in which the client and TaxWise agree at the outset which of the areas of concern listed above will be covered. TaxWise gathers and reviews the client's information, builds and analyzes the plan, and delivers a written or electronic financial plan together with a meeting to review the findings and recommendations. The engagement concludes upon delivery of the plan; no ongoing monitoring is provided, and TaxWise does not review or update the plan after the engagement concludes. Plans are delivered within sixty to ninety (60–90) days of engagement, provided the client supplies requested information in a timely manner. This service is available on a standalone basis and does not require the client to engage TaxWise for investment management. TaxWise does not manage any account under this service, and the client is responsible for implementing any recommendations. Fees are described in Item 5.

Financial Planning Consulting (Hourly)

Advice regarding a specific, discrete financial planning question rather than a comprehensive plan. For example, the analysis of a single decision or a question arising in one of the areas of concern listed above. TaxWise does not produce a comprehensive written financial plan under this service unless the parties agree otherwise. The engagement concludes when the agreed consultation is complete; TaxWise does not provide ongoing monitoring or review under this service. This service is available on a standalone basis and does not require the client to engage TaxWise for investment management. TaxWise does not manage any account under this service, and the client is responsible for implementing any recommendations. Fees are described in Item 5.

Annual Financial Planning (Ongoing)

Annual Financial Planning is an ongoing engagement in which TaxWise works one-on-one with the client over an extended period to establish and monitor the client's goals and values around money, build and analyze a written or electronic financial plan across the areas of concern described above, and review and update that plan on an ongoing basis. The plan and the client's financial situation are monitored throughout the year, with follow-up communication to confirm that agreed-upon action steps have been carried out, and a full review is conducted at least annually to confirm the plan's continued accuracy and appropriateness.

The fee for this service is the Annual Planning Fee, described in Item 5. Annual Financial Planning is available on a standalone basis to clients who do not engage TaxWise for investment management and is also available to

investment management clients who wish to add ongoing financial planning. For a client who engages both services, the Annual Planning Fee is charged separately from the asset-based advisory fee, unless the client elects Integrated Wealth Management Services, under which both services are provided for a single bundled fee.

Clients engaged in Annual Financial Planning receive:

- A 60-minute Initial Discovery Meeting via video conference, where we discuss your financial goals and most pressing concerns in depth.
- A 60-minute Recommendations Meeting, which includes: an easy-to-read summary of your current net worth, goals, and action items; recommendations across savings targets, debt repayment, investment goals, retirement planning, insurance, estate planning, and tax planning; an asset allocation for your current 401(k) or workplace retirement plan; a recommendation on a cashflow plan that best fits your spending; and connections via email to experts in our network (CPAs, estate planning attorneys, insurance agents).
- 60-minute follow-up meetings every 6-12 months, or as major life events arise, to check your progress.
- Unlimited email support.

For clients who do not engage TaxWise for investment management, any recommendations regarding investments are advisory only. TaxWise does not manage, and has no discretion over, any account for such clients, and the client is responsible for implementing any investment recommendations.

Integrated Wealth Management Services

Integrated Wealth Management Services *combines* Investment Management Services and Annual Financial Planning under a single, all-inclusive asset-based fee. The underlying services are the same services described above; the difference is that the client pays one bundled fee rather than a separate asset-based advisory fee and a separate Annual Planning Fee. No separate financial planning fee is charged. This service is subject to a minimum annual fee of \$3,000, which may be reduced or waived at the Adviser's sole discretion.

Because a client may obtain the same two services by engaging Investment Management Services and Annual Financial Planning separately, the choice between the two arrangements is a pricing decision. Whether the bundled fee results in a higher or lower total fee than paying separately depends on the client's managed assets and the client's Annual Planning Fee. This comparison is set out in Item 5 under "Comparing Integrated Wealth Management Services to Separate Engagement." The conflict of interest it creates for TaxWise is described below under "Selecting Among Services."

C. Client Tailored Services and Client Imposed Restrictions

The services TaxWise provides to a client depend on which services that client engages, as described in Item 4.B. Within each service, TaxWise tailors its advice to the client's individual circumstances rather than providing standardized advice.

For clients who engage TaxWise for investment management, your portfolio and its management are guided by your Investment Policy Statement (IPS), which you and your advisor develop together. The IPS outlines your current financial situation, including your income, tax considerations, investment objectives, and risk tolerance,

and serves as the foundation for building a personalized investment strategy. It helps ensure that your portfolio is aligned with your goals, financial needs, investment preferences, and any restrictions that are important to you. At least once a year, TaxWise will review and update your IPS with you to ensure it continues to reflect your current goals, financial needs, investment preferences, and any restrictions you may have.

Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. TaxWise requires that any such restriction be communicated in writing and be documented in the client's Investment Policy Statement. TaxWise will not invest a client's account in a manner inconsistent with a restriction the client has imposed. Restrictions are reviewed with the client at each annual review of the Investment Policy Statement, and a client may add, modify, or remove a restriction at any time upon written notice to TaxWise. Because a restriction may prevent TaxWise from implementing a model allocation as designed, a restricted account's holdings and performance may differ from those of other client accounts managed under the same model. TaxWise may decline a restriction it believes is unreasonable or inconsistent with the client's stated objectives, in which case the firm will discuss alternatives with the client.

For clients who engage TaxWise for financial planning only, TaxWise does not manage any account and an Investment Policy Statement is not prepared. For those clients, the scope of the engagement and the areas of concern to be addressed are agreed with the client at the outset and documented in the client agreement and in the client's plan. For clients engaged in Annual Financial Planning, the scope is reviewed with the client at least annually.

For clients who receive our Financial Planning services, we must state when a conflict exists between the interests of our firm and the interests of our client. Neither the firm nor any of its associated persons, unless executed through an affiliated entity, will receive commissions from the sale of insurance or real estate or any other compensation from the sale of securities or other products or services recommended in the financial plan. Please see Item 10 of this brochure, as any conflicts of interest will be listed. The client is under no obligation to act upon the firm's or an associated person's recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through our firm or associated persons.

D. Wrap Fee Programs

We do not participate in wrap fee programs.

E. Assets Under Management

As of July 2026, TaxWise has \$0.00 Assets Under Management.

Item 5: Fees and Compensation

Please note, unless a client has received the firm's disclosure brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated by the client within five (5) business days of signing the contract without incurring any advisory fees and without penalty. How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below.

A. Fees for Advisory Services

Investment Management Services

Investment Management Fee

Our standard advisory fee is based on the market value of the assets under management and is calculated as follows:

Account Value	Annual Fee	Quarterly Fee
First \$500,000	0.50%	0.125%
Next \$500,001 - \$2,000,000	0.40%	0.100%
Next \$2,000,001 - \$5,000,000	0.30%	0.075%
Next \$5,000,001 - \$10,000,000	0.25%	0.0625%
Above \$10,000,001	0.20%	0.050%

There are no minimum annual fees or minimum balance requirements for this service. The advisory fee schedule set forth above is not negotiable. The advisory fee is pro-rated and paid in arrears on a quarterly basis. The advisory fee is a blended fee, calculated by applying the percentage rates above to the predefined asset levels, resulting in a combined weighted fee. For example, an account valued at \$2,000,000 would pay an effective annual fee of 0.425%, totaling \$8,500. The quarterly fee is calculated as follows: $((\$500,000 \times 0.50\%) + (\$1,500,000 \times 0.40\%)) \div 4 = \$2,125$. No increase in the annual fee shall be effective without written agreement from the client by signing a new agreement or amendment to the current advisory agreement.

Cash and Cash Equivalents

Cash and cash equivalents held in a managed account are excluded from the tiered schedule above and are billed instead at a flat annual rate of 0.10%. This is a carve-out from, not an addition to, the advisory fee: no assets are billed twice, and cash and cash equivalents are not counted in determining which asset tiers apply to the remaining assets. The 0.10% rate is an annual rate, billed quarterly in arrears.

For this purpose, "cash and cash equivalents" means bank sweep deposits, money market funds, certificates of deposit, U.S. Treasury bills, and exchange-traded funds holding ultra-short-term U.S. government obligations that the firm treats as a cash substitute rather than as a portfolio holding.

Example: The \$1,900,000 of non-cash assets is billed on the tiered schedule: $(\text{first } \$500,000 \times 0.50\% = \$2,500) + (\text{next } \$1,400,000 \times 0.40\% = \$5,600) = \$8,100$. The \$100,000 of cash and cash equivalents is billed at 0.10% = \$100. The total annual fee is \$8,200, an effective annual rate of 0.41% on the account. The quarterly fee is $\$8,200 \div 4 = \$2,050$.

Blended Fee Schedule and Related Conflict of Interest

Our fee schedule is a blended schedule, not a breakpoint schedule. Each portion of your assets is charged at the rate applicable to its tier, and assets in the lower tiers continue to be charged at those higher initial rates as your account grows. Under a breakpoint schedule, by contrast, the entire account value would be charged at a single lower rate once the account reached a breakpoint.

Use of a blended fee schedule represents a conflict of interest for TaxWise, in that a blended fee schedule results in higher fees to the firm than are collected by advisers who use breakpoint schedules for the same or similar services. Fees charged through a blended fee schedule result in additional revenue to the firm as the value of the account increases. Although new money or increases in account value may be managed at lower marginal rates, the total value of assets in the earlier tiers continues to be charged at their initial higher rates. Higher advisory fees may have an adverse effect on client returns and client portfolios over time. TaxWise addresses this conflict by disclosing the schedule, the conflict, and an example calculation in this brochure, and by disclosing the client's specific fee in the advisory agreement before any advice is rendered.

Financial Planning and Consulting

One-Time Financial Planning Fee (Project-Based)

The fixed fee is agreed upon before the start of any work and depends on the complexity and scope of the engagement, as follows:

- **\$1,000 – \$2,500 (limited scope):** engagements addressing one or two specific areas — for example, a standalone cashflow plan, a retirement projection, or the analysis of a single decision. Typically, a household with W-2 income, no business entity, and no investment real estate.
- **\$2,500 – \$6,000 (comprehensive plan):** most engagements fall in this range): a full financial plan addressing net worth, cashflow, retirement projections, tax planning, insurance review, and estate review. Typically, a household with one or two investment properties, or a single closely held business entity, or equity compensation.
- **\$6,000 – \$10,000 (complex):** engagements involving multiple business entities, multiple investment properties, business exit or succession planning, multi-state tax considerations, concentrated or illiquid holdings, or complex charitable giving strategies involving donor-advised funds or gifts of appreciated securities.

The fee is negotiable on the basis described under Fee Negotiation below. Unless otherwise stated, services are completed and delivered within sixty to ninety (60–90) days.

Financial Planning Consulting (Hourly Fee)

For clients who need consulting regarding a specific financial planning area, TaxWise charges an hourly rate of \$250.00 per hour. Before the start of any work, clients will be provided with an estimate of the total fee. **The hourly rate is not negotiable; all clients are charged the same hourly rate.** Unless otherwise stated, services are completed and delivered within sixty to ninety (60-90) days.

Annual Planning Fee (Ongoing)

The Annual Planning Fee is the fee for the firm's Annual Financial Planning service. It applies to clients who engage TaxWise for financial planning only and to clients who engage TaxWise for both investment management and ongoing financial planning. It is not charged to clients engaged in Integrated Wealth Management Services, under which ongoing financial planning is included in the single bundled asset-based fee.

The Annual Planning Fee is agreed upon before the start of any work and depends on the complexity and scope of the engagement, as follows:

- **\$500 – \$2,500 (limited scope):** Ongoing planning for a relatively straightforward situation — typically a household with W-2 income, no business entities, and no investment real estate.

- **\$2,500 – \$6,000 (Comprehensive Plan, most engagements fall in this range):** Typically, a household with one or two investment properties, or a single closely held business entity, or equity compensation.
- **\$6,000 – \$10,000 (complex):** Engagements involving multiple business entities, multiple investment properties, business exit or succession planning, multi-state tax considerations, concentrated or illiquid holdings, or complex charitable giving strategies involving donor-advised funds or gifts of appreciated securities.

The fee remains in effect for the duration of the engagement and may be adjusted if the scope or complexity of the client's situation changes materially. The Annual Planning Fee is negotiable on the basis described under Fee Negotiation below and is billed quarterly in arrears. The specific services included are described in Item 4.B under Financial Planning and Consulting.

Integrated Wealth Management Services

Integrated Wealth Management Services combines Investment Management Services and Annual Financial Planning under a single, all-inclusive asset-based fee.

Integrated Wealth Management Service Fee

Our Integrated advisory fee is based on the market value of the assets under management and is calculated as follows:

Account Value	Annual Fee	Quarterly Fee
First \$500,000	1.00%	0.250%
Next \$500,001 - \$2,000,000	0.63%	0.1575%
Next \$2,000,001 - \$5,000,000	0.30%	0.075%
Next \$5,000,001 - \$10,000,000	0.25%	0.0625%
Above \$10,000,001	0.20%	0.050%

This service is subject to a minimum annual fee of \$3,000. The advisory fee schedule set forth above is not negotiable. The \$3,000 minimum annual fee may be reduced or waived at TaxWise's sole discretion, on the basis described under Fee Negotiation below. As a result, clients receiving similar services may pay different total fees.

The annual fee is pro-rated and paid in arrears on a quarterly basis. The advisory fee is a blended fee, calculated by applying the percentage rates above to the predefined asset levels, resulting in a combined weighted fee. For example, an account valued at \$2,000,000 would pay an effective annual fee of 0.7225%, totaling \$14,450. The quarterly fee is calculated as follows: $((\$500,000 \times 1.00\%) + (\$1,500,000 \times 0.63\%)) \div 4 = \$3,612.50$. No increase in the annual fee shall be effective without written agreement from the client by signing a new agreement or amendment to the current advisory agreement.

Cash and Cash Equivalents

Cash and cash equivalents held in a managed account are excluded from the tiered schedule above and are billed instead at a flat annual rate of 0.10%. This is a carve-out from, not an addition to, the advisory fee: no

assets are billed twice, and cash equivalents are not counted in determining which asset tiers apply to the remaining assets. The 0.10% rate is an annual rate, billed quarterly in arrears.

For this purpose, "cash and cash equivalents" means bank sweep deposits, money market funds, certificates of deposit, U.S. Treasury bills, and exchange-traded funds holding ultra-short-term U.S. government obligations that the firm treats as a cash substitute rather than as a portfolio holding.

Example: A client with a \$2,000,000 account, of which \$100,000 is held in cash and cash equivalents, is billed as follows. The \$1,900,000 of non-cash assets is billed on the tiered schedule: (first \$500,000 $\times$ 1.00% = \$5,000) + (next \$1,400,000 $\times$ 0.63% = \$8,820) = \$13,820. The \$100,000 of cash and cash equivalents is billed at 0.10% = \$100. The total annual fee is \$13,920, an effective annual rate of 0.696% on the account. The quarterly fee is $\$13,920 \div 4 = \$3,480$.

Blended Fee Schedule and Related Conflict of Interest

Our fee schedule is a blended schedule, not a breakpoint schedule. Each portion of your assets is charged at the rate applicable to its tier, and assets in the lower tiers continue to be charged at those higher initial rates as your account grows. Under a breakpoint schedule, by contrast, the entire account value would be charged at a single lower rate once the account reached a breakpoint.

Use of a blended fee schedule represents a conflict of interest for TaxWise, in that a blended fee schedule results in higher fees to the firm than are collected by advisers who use breakpoint schedules for the same or similar services. Fees charged through a blended fee schedule result in additional revenue to the firm as the value of the account increases. Although new money or increases in account value may be managed at lower marginal rates, the total value of assets in the earlier tiers continues to be charged at their initial higher rates. Higher advisory fees may have an adverse effect on client returns and client portfolios over time. TaxWise addresses this conflict by disclosing the schedule, the conflict, and an example calculation in this brochure, and by disclosing the client's specific fee in the advisory agreement before any advice is rendered.

Comparing Integrated Wealth Management Services to Separate Engagement

A client who wants both investment management and ongoing financial planning may obtain both by engaging Investment Management Services and Annual Financial Planning separately, or by electing Integrated Wealth Management Services. The services are the same. The total fee is not.

Under separate engagement, the client pays the Standard Advisory Fee on managed assets plus the client's Annual Planning Fee. Under Integrated Wealth Management Services, the client pays the Integrated Advisory Fee and nothing further. The difference between the two asset-based schedules is, in effect, what the client pays for ongoing financial planning under the bundled arrangement.

Annual Planning Fees generally range between \$500 and \$10,000, with most engagements falling between \$2,500 and \$6,000. Accordingly:

- For clients with managed assets below approximately \$1,000,000, Integrated Wealth Management Services generally results in a total fee equal to or lower than separate engagement.
- For clients with managed assets of approximately \$2,000,000 or more, the difference between the Integrated Wealth Management Services fee and the separate Investment Management fee is fixed at

\$5,950 per year and will not increase as the account value grows. For clients with managed assets below \$2,000,000, the difference is smaller and increases as managed assets increase.

The Integrated Wealth Management Services fee is a lower total fee when the client's Annual Planning Fee, under a separate engagement, would exceed the applicable fee difference. A separate engagement will result in a lower total fee when the client's Annual Planning Fee would be less than the applicable fee difference. Therefore, which arrangement results in a lower total fee depends on both the amount of the client's managed assets and the client's Annual Planning Fee.

TaxWise provides this comparison to each prospective client for whom more than one arrangement would meet the client's needs, before the client selects a service, and reviews it with the client at each annual review. The conflict of interest this creates for TaxWise is described below under "Selecting Among Services."

Valuation for Billing

For billing purposes, account values are determined using the market value of the account as of the last business day of the calendar quarter, as reported by the qualified custodian. Accounts opened or terminated during a billing period are billed on a pro-rated basis for the portion of the period during which the account was managed. Where an account is closed during a billing period, the fee for the final partial period is calculated using the market value of the account as of the date of termination.

Fee Negotiation

TaxWise's asset-based advisory fee schedules are not negotiable. All clients engaged in the same service pay the same asset-based rates at the same asset levels, and the same 0.10% rate on cash and cash equivalents. The hourly rate for Financial Planning Consulting is not negotiable; all clients are charged the same hourly rate.

The following fees are negotiable: the One-Time Financial Planning Fee, the Annual Planning Fee, and the \$3,000 minimum annual fee applicable to Integrated Wealth Management Services. These fees are negotiated on the following basis, and only on the following basis:

- **Complexity and scope of the engagement.** Fees increase with the number of financial planning areas addressed, the number of business entities and investment properties involved, the number and type of accounts, the presence of equity compensation or concentrated or illiquid holdings, multi-state tax considerations, and charitable giving strategies involving donor-advised funds or appreciated securities. Fees decrease where the engagement is narrower in scope.
- **Division of work between the client and TaxWise.** Where a client elects to perform work that TaxWise would otherwise perform — for example, gathering and organizing source documents, maintaining an account inventory, or implementing recommendations directly with third parties — the scope of TaxWise's engagement is reduced and the fee is reduced correspondingly.

No other basis is used to negotiate these fees. Because fees vary with complexity, scope, and the division of work, clients receiving similar services may pay different planning fees, and a client for whom the \$3,000 minimum is reduced or waived may pay a lower total fee than a client with similar assets for whom it is not. The specific fee applicable to each client is set forth in that client's written agreement and is disclosed in writing before any advice is rendered.

Selecting Among Services

Because TaxWise's compensation differs depending on which services a client selects and how the client elects to pay for them, TaxWise has a conflict of interest in recommending one arrangement over another. Specifically:

- TaxWise earns more from a client who engages both investment management and ongoing financial planning than from a client who engages either alone, which creates an incentive to recommend both.
- For clients with managed assets above approximately \$1,250,000, TaxWise generally earns more under Integrated Wealth Management Services than it would if the same client engaged Investment Management Services and Annual Financial Planning separately, which creates an incentive to recommend the bundled arrangement.
- For some clients, an ongoing planning engagement may generate more compensation to TaxWise, relative to the work performed, than a One-Time or Hourly engagement would, which creates an incentive to recommend ongoing planning.

TaxWise addresses these conflicts as follows:

- TaxWise does not require a client to purchase any service as a condition of purchasing any other service. Investment Management Services and Annual Financial Planning are each available on a standalone basis.
- Before engagement, TaxWise provides each prospective client with the fee schedules for every service for which the client is eligible, and where both the bundled and separate arrangements would meet the client's needs, provides the comparison set out above.
- The client selects the services and the fee arrangement.
- At the annual review of the client's financial plan or Investment Policy Statement, TaxWise reviews whether the client's current services and fee arrangement remain appropriate. If a different arrangement would better match the client's needs or would result in a lower fee, TaxWise will inform the client, and the client may change services.
- A client may change services or terminate upon fifteen (15) days' written notice.
- All fees are disclosed in writing in the client's agreement before any advice is rendered.

B. Fee Billing

- **One-Time Financial Planning Fee (Project-Based):** Clients pay half of the estimated fee at the signing of the agreement, with the balance due upon delivery of the completed plan. Clients may pay via check, ACH debit from a designated bank account, or credit card through the firm's third-party payment processor.
- **Financial Planning Consulting (Hourly Fee):** Clients are billed for actual hours worked at the completion of the engagement. Clients may pay via check, ACH debit from a designated bank account, or credit card through the firm's third-party payment processor.
- **Annual Planning Fee (Ongoing):** For clients who also engage TaxWise for investment management, the default billing method is direct deduction from the client's account held at the qualified custodian. The client must provide written authorization for fee deduction in the client agreement, and the qualified custodian will send the client a statement showing all account transactions, including advisory fee deductions, at least quarterly. Clients are encouraged to review these statements. Such clients may alternatively elect to pay by check, ACH debit from a designated bank account, or credit card through the firm's third-party payment

processor. For clients who engage TaxWise for financial planning only and have no account managed by TaxWise, the Annual Planning Fee is paid by check, ACH debit from a designated bank account, or credit card through the firm's third-party payment processor. Any election must be made in writing in the client agreement, and the client must provide written authorization for any ACH debit. Clients may change billing methods at any time upon written notice to TaxWise.

- **Investment Management Services:** Advisory fees are directly debited from client accounts, or the client may choose to pay by check or ACH. Accounts opened or closed during a billing period are billed on a pro-rated basis for the portion of the period during which TaxWise managed the account.
- **Integrated Wealth Management Services:** Advisory fees are directly debited from client accounts, or the client may choose to pay by check or ACH. Accounts opened or closed during a billing period are billed on a pro-rated basis for the portion of the period during which TaxWise managed the account.

C. Other Types of Fees and Expenses

Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses that may be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, and costs.

Clients who elect to pay advisory or planning fees by credit card do not incur any additional surcharge or convenience fee from the firm; the firm absorbs any payment processing costs. TaxWise does not retain any credit card information.

Item 12 further describes the factors that we consider in selecting or recommending broker-dealers for client's transactions and determining the reasonableness of their compensation (e.g., commissions).

We do not accept compensation for the sale of securities or other investment products including asset-based sales charges or service fees from the sale of mutual funds.

D. Advance Payment of Fees and Termination

- **One-Time Financial Planning Fee (Project-Based):** Client may cancel within five (5) business days of signing agreement for a full refund. 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 TaxWise, at a rate of \$250.00 per hour. TaxWise will not bill an amount above \$1,200.00 more than 6 months in advance.
- **Financial Planning Consulting (Hourly Fee):** Client may cancel within five (5) business days of signing agreement for a full refund. 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 TaxWise, at a rate of \$250.00 per hour. TaxWise will not bill an amount above \$1,200.00 more than 6 months in advance.
- **Annual Planning Fee (Ongoing):** Either party may terminate the planning agreement upon written notice at least 15 calendar days in advance. Because the Annual Planning Fee is billed quarterly in arrears, no portion of the fee is paid in advance, and no refund is required upon termination. Upon termination, the client is

billed a pro-rated fee for the portion of the billing period during which services were provided, and any earned but unpaid fees become due.

- **Investment Management Services:** Accounts opened or closed during a billing period are billed on a pro-rated basis for the portion of the period during which TaxWise managed the account. An account may be terminated with written notice at least 15 calendar days in advance. Since fees are paid in arrears, no rebate is required upon termination; TaxWise will bill a final pro-rated fee for the portion of the period during which the account was managed.
- **Integrated Wealth Management Services:** Accounts opened or closed during a billing period are billed on a pro-rated basis for the portion of the period during which TaxWise managed the account. An account may be terminated with written notice at least 15 calendar days in advance. Since fees are paid in arrears, no rebate is required upon termination; TaxWise will bill a final pro-rated fee for the portion of the period during which the account was managed.

E. Compensation for Sales of Securities

TaxWise does not charge or receive a commission or mark-up on your securities transactions, nor will the firm or an associate be paid commission on your purchase of a securities holding or insurance contract that we recommend to you. Clients have the option to purchase investment products which we have recommended to you through other brokers or agents not affiliated with our firm.

Item 6: Performance-Based Fees and Side-By-Side Management

We do not offer performance-based fees nor does TaxWise engage in side by side management.

Item 7: Types of Clients

We provide financial planning and portfolio management services to individuals, high net-worth individuals and business owners.

We do not have a minimum account size requirement. However, TaxWise does have a minimum fee requirement for their Integrated Wealth Management Service.

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

A. Methods of Analysis

Our primary methods of analysis are asset allocation analysis, fund due diligence, and tax analysis. We do not engage in individual security selection, and we do not use technical or charting analysis to predict price

movements or to time entry into or exit from the markets. *We recommend that portfolios be reviewed for rebalancing at least annually, or as circumstances dictate. For accounts managed on a discretionary basis, rebalancing is initiated by the firm.*

Asset Allocation and Modern Portfolio Theory

Asset allocation is a key component of investment portfolio design. We believe that the appropriate allocation of assets across diverse investment categories is critical to the long-term success of a client's financial objectives. We primarily use Modern Portfolio Theory ("MPT"), which uses a mathematical framework for assembling a portfolio of assets such that the expected return is potentially maximized for a given level of risk. We analyze the expected return, volatility, and correlation characteristics of broad asset classes and construct allocations intended to match a client's objectives, time horizon, risk tolerance, and liquidity needs as documented in that client's Investment Policy Statement.

TaxWise implements its investment strategies through a set of model asset allocations that it develops and maintains, as described in Item 4.B. TaxWise selects the model appropriate for each client based on that client's Investment Policy Statement and tailors the implementation to the client's individual circumstances.

We recommend that portfolios be reviewed for rebalancing at least annually, or as circumstances dictate. For accounts managed on a discretionary basis, rebalancing is initiated by the firm.

Fund Selection and Due Diligence

Because we implement allocations using pooled investment vehicles rather than individual securities, our security-level analysis is conducted at the fund level. We review mutual fund and exchange-traded fund quantitative and qualitative metrics including, but not limited to, internal expense ratios, tracking of the fund's stated benchmark or objective, portfolio turnover and tax efficiency, liquidity and trading characteristics, peer rankings, comparative risk measurements, manager tenure, parent company profile, investment process, consistency of returns, and any other information deemed pertinent in the selection of a representative fund or funds for a specific area of the market. This evaluation includes both passively and actively managed fund options.

Tax Analysis

Tax considerations are an integral part of our analysis rather than a separate service. In constructing and maintaining client portfolios we analyze the tax characteristics of the accounts a client holds, the embedded unrealized gains and losses in existing positions, the tax efficiency of the funds used, and the placement of asset classes across taxable and tax-advantaged accounts. We analyze the tax consequences of transitioning a new client's existing portfolio, of rebalancing, and of raising cash for distributions, and we may select specific tax lots when selling or when transferring appreciated securities to a donor-advised fund or charity. Tax analysis may cause a client's portfolio to differ from the applicable model, and may cause us to defer or forgo a transaction we would otherwise make.

Passive Investment Management

We primarily practice passive investment management. Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner to achieve a desired relationship between correlation, risk, and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. The funds that are used to build passive portfolios are typically index mutual funds or exchange traded funds. Where TaxWise uses actively or systematically managed funds, those funds are

mutual funds and exchange-traded funds of the types described under Risks Associated with Securities. TaxWise does not engage in individual security selection as an active management strategy.

Passive investment management is characterized by low portfolio expenses (i.e. the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal). In contrast, active management involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark.

B. Material Risks Involved

All investing strategies we offer involve risk and may result in a loss of your original investment which you should be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities and any other investment or security. Material risks associated with our investment strategies are listed below.

Market Risk: Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the success of the issuer's operations or its financial condition.

Strategy Risk: The adviser's investment strategies and/or investment techniques may not work as intended.

Modern Portfolio Theory Risk: TaxWise's portfolio construction relies primarily on Modern Portfolio Theory, which uses historical data on expected returns, volatility, and correlation among asset classes to construct portfolios intended to maximize expected return for a given level of risk. MPT depends on assumptions that may not hold. Historical returns, volatility, and correlations are not reliable predictors of future results, and the relationships among asset classes may change — often precisely during periods of market stress, when correlations among otherwise dissimilar assets tend to rise and the diversification benefit MPT relies on diminishes. MPT also assumes that risk can be adequately measured by volatility, which does not capture all forms of risk, including the risk of permanent loss of capital, liquidity risk, or the effects of infrequent but severe market events. A portfolio constructed using MPT may underperform other portfolios or the broader market, may not perform as its expected risk and return characteristics suggest, and may lose value.

Passive Investment Management Risk: TaxWise primarily practices passive investment management, building portfolios from index mutual funds and exchange-traded funds intended to capture the returns of designated asset classes rather than to outperform them. Because these portfolios are designed to track markets, they will participate fully in market declines; TaxWise does not attempt to move to cash or otherwise reduce exposure in anticipation of a downturn, and a client's portfolio will generally decline when the markets it tracks decline. Passive management makes no attempt to avoid overvalued securities or sectors, and a client's portfolio will hold securities in the proportions represented in the underlying index regardless of TaxWise's view of any individual security. Index funds may fail to track their benchmarks precisely due to fees, expenses, cash holdings, or sampling techniques. Because passive strategies involve infrequent trading, portfolios may remain exposed to a declining asset class for extended periods. Passive management may underperform actively managed strategies over any given period.

Fund Selection Risk: Because we implement client portfolios using mutual funds and exchange-traded funds rather than individual securities, a client's results depend substantially on the funds we select. Our due diligence relies on information published by fund sponsors and third-party data providers, which may be incomplete, out of date, or incorrect. Past performance, tracking accuracy, manager tenure, and expense levels are not reliable predictors of future results. A fund may fail to achieve its stated objective, deviate from its benchmark, change its strategy or its management, increase its expenses, or be closed or merged, and a fund we select may underperform other funds in the same asset class. Clients bear the internal expenses of the funds we select in addition to our advisory fee, as described in Item 5.C. Replacing a fund may result in transaction costs and realized taxable gains for clients.

Tax Analysis Risk: Our analysis incorporates tax considerations, but tax outcomes depend on facts and law outside our control. Tax laws and rates change, sometimes retroactively, and a strategy that is advantageous under current law may not remain so. Our analysis relies on information provided by the client and by third parties, including cost basis reported by custodians, which may be incomplete or incorrect. Decisions made for tax reasons, including deferring a sale to avoid realizing a gain, or holding a position to reach long-term treatment, may result in investment losses greater than the tax savings achieved, and a portfolio managed with attention to tax consequences may deviate from its target allocation for extended periods. TaxWise does not provide legal advice, and clients should consult a qualified tax professional regarding their specific situation.

Model Portfolio Risk: Client portfolios are constructed primarily from model allocations developed by TaxWise. The models are designed for broad categories of investors rather than for any individual client and may not reflect a particular client's full financial circumstances. TaxWise's asset allocation judgments may be wrong, and a model may underperform other allocations or the broader market. Because the models are implemented primarily with funds from a small number of sponsors, client portfolios are exposed to the risk that those sponsors' funds fail to track their objectives or are discontinued, and to the risk that changes at those firms affect the funds' management. TaxWise reviews and updates its models periodically; changes to a model may result in transaction costs and realized taxable gains for clients.

Small and Medium Cap Company Risk: Securities of companies with small and micro market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the client's portfolio.

Interest Rate Risk: Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Legal or Legislative Risk: Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Inflation: Inflation may erode the buying-power of your investment portfolio, even if the dollar value of your investments remains the same.

IRA Rollover Considerations: We may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-

based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. Additionally, the investment options available to you in your employer's retirement plan may be lower cost than our services. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

C. Risks Associated with Securities

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks. While TaxWise implements client portfolios primarily using mutual funds and exchange-traded funds, clients may hold individual securities transferred into their accounts at the outset of an engagement or retained for tax reasons, and TaxWise may hold individual U.S. Treasury obligations or other individual securities in limited circumstances. The following describes the material risks of the types of securities that may be held in client accounts.

Commercial Paper is, in most cases, an unsecured promissory note that is issued with a maturity of 270 days or less. Being unsecured the risk to the investor is that the issuer may default.

Common stocks may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

Corporate Bonds are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.

Bank Obligations including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.

Municipal Bonds are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds pay a lower rate of return than most other types of bonds. However, because of a municipal bond's tax-favored status, investors should compare the relative after-tax return to the after-tax return of other bonds, depending on the investor's tax bracket. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk and liquidity and valuation risk.

Exchange Traded Funds prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds may not track underlying benchmarks as expected.

TaxWise does not use leveraged or inverse exchange-traded funds, cryptocurrency exchange-traded funds or exchange-traded products, or other exchange-traded products for which cryptocurrency is a primary focus.

TaxWise does not provide advice regarding direct investments in cryptocurrencies and does not charge fees on accounts holding direct investments in cryptocurrencies.

Investment Companies Risk. When a client invests in open end mutual funds or ETFs, the client indirectly bears its proportionate share of any fees and expenses payable directly by those funds. 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; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) 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. The adviser has no control over the risks taken by the underlying funds in which clients invest.

Item 9: Disciplinary Information

Criminal or Civil Actions

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

Administrative Enforcement Proceedings

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

Self-Regulatory Organization Enforcement Proceedings

TaxWise 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 TaxWise or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

A.

No TaxWise employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

B.

No TaxWise employee or management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

C.

TaxWise Wealth Planning LLC ("TaxWise") is compensated solely by its clients for advisory services. TaxWise does not receive commissions, referral fees, compensation, or other economic benefits from insurance companies, investment product sponsors, custodians, broker-dealers, or other outside parties in connection with its advisory services. TaxWise therefore does not have a financial incentive to recommend products or services based on compensation from a third party.

Insurance License. Samuel Jones holds an insurance license; however, he does not engage in the sale of insurance and does not receive insurance commissions or other compensation from insurance sales. He maintains the license solely to enhance his ability to understand and evaluate clients' insurance needs as part of the advisory process. The existence of the license does not create a financial incentive for Mr. Jones to recommend insurance products.

Separate Bookkeeping Business. Mr. Jones is the Principal Operator of TW Services LLC, a separate bookkeeping and accounting practice that provides bookkeeping, accounting, and related financial recordkeeping services to small businesses and real estate investors. TW Services LLC operates independently from TaxWise, with separate engagement agreements, separate fee arrangements, and separate client relationships. A TaxWise client is not required or expected to engage TW Services LLC, and a TW Services LLC client is not required or expected to engage TaxWise. TaxWise does not condition its advisory services on a client's use of TW Services LLC, and TW Services LLC does not condition its services on a client's use of TaxWise. To the extent a client uses both businesses, the services, fees, and business relationships are maintained separately.

Common Ownership. Mr. Jones is the sole owner of S&J Financial, LLC, a holding company that owns both TW Services LLC and TaxWise Wealth Planning LLC. Common ownership creates a potential conflict because Mr. Jones could have an economic interest in both entities when a TaxWise client is also a potential or existing bookkeeping client of TW Services LLC. This conflict is mitigated by maintaining separate businesses, separate engagement agreements, separate fee arrangements, and separate client relationships. Clients are not obligated to use either business as a condition of receiving services from the other.

Personal Real Estate Investments. Mr. Jones personally invests in real estate, including rental properties held for investment purposes. These investments are made in his personal capacity and are separate from TaxWise's advisory activities. TaxWise does not invest client assets in Mr. Jones's personal real estate holdings, and TaxWise clients are not offered an opportunity to participate in those investments. Mr. Jones's personal real estate activities are not expected to materially interfere with his responsibilities to TaxWise clients. If a circumstance arises in which a personal investment or other outside interest could reasonably be expected to create a material conflict with a client's interests, TaxWise will disclose and address the conflict in accordance with its policies and applicable law.

Management of Conflicts. TaxWise recognizes that conflicts may arise from its business relationships, ownership structure, and activities of its advisory personnel. TaxWise maintains written policies and procedures designed to identify, disclose, monitor, and appropriately manage conflicts of interest. TaxWise provides clients with full and fair disclosure of material conflicts and seeks to ensure that conflicts do not result in recommendations that are inconsistent with a client's best interests. Where a conflict cannot reasonably be avoided or eliminated, TaxWise will disclose the conflict to affected clients and take appropriate steps to manage it in accordance with applicable laws and regulations.

D.

TaxWise does not receive direct or indirect compensation from, nor maintain business relationships with, other investment advisers that create a material conflict of interest. Should such a conflict arise, it will be fully disclosed and managed in accordance with TaxWise's fiduciary duty and applicable regulations.

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

As a fiduciary, our firm and its associates have a duty of utmost good faith to act solely in the best interests of each client. Our clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The firm also adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc., and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities. To learn more about the CFP® Board's Code of Ethics and Professional Responsibility, please visit <https://www.cfp.net/>.

A. Code of Ethics Description

This code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory clients. A summary of the Code of Ethics' Principles is outlined below.

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to clients.
- Competence - Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- Confidentiality - Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process, or as required by law.
- Professionalism - Associated persons' conduct in all matter shall reflect credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide of copy of its Code of Ethics to any client or prospective client upon request.

B. Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither our firm, its associates or any related person is authorized to recommend to a client, or effect a transaction for a client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, etc.

C. Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

Our firm and its “related persons” may buy or sell securities similar to, or different from, those we recommend to clients for their accounts. Our policy is designed to assure that the personal securities transactions, activities and interests of the employees of our firm 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. 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. In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associates’ transactions in specific reportable securities transactions. Any exceptions or trading pre-clearance must be approved by the firm principal in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

D. Trading Securities at/Around the Same Time as Client’s Securities

From time to time, our firm or its “related persons” may buy or sell securities for themselves at or around the same time as clients. We will not trade non-mutual fund securities or exchange-traded funds prior to the same security for clients on the same day.

Investment Advice Relating to Retirement Accounts

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule’s provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice).
- Never put our financial interests ahead of yours when making recommendations (give loyal advice).
- Avoid misleading statements about conflicts of interest, fees, and investments.
- Follow policies and procedures designed to ensure that we give advice that is in your best interest.
- Charge no more than is reasonable for our services.
- Give you basic information about conflicts of interest.

In addition, and as required by this rule, we provide information regarding the services that we provide to you, and any material conflicts of interest, in this brochure and in your client agreement.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker-Dealers

TaxWise Wealth Planning LLC does not have any affiliation with broker-dealers. Specific custodian recommendations are made to client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

1. Research and Other Soft-Dollar Benefits

We currently do not receive soft dollar benefits.

2. Brokerage for Client Referrals

We receive no referrals from a custodian, broker-dealer or third party in exchange for using that custodian, broker-dealer or third party.

3. Clients Directing Which Broker-Dealer/Custodian to Use

We do recommend a specific custodian for clients to use, however, clients may custody their assets at a custodian of their choice. Clients may also direct us to use a specific broker-dealer to execute transactions. By allowing clients to choose a specific custodian, we may be unable to achieve most favorable execution of client transaction and this may cost clients' money over using a lower-cost custodian.

B. Aggregating (Block) Trading for Multiple Client Accounts

Generally, we combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion, regarding particular circumstances and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 13: Review of Accounts

A. Frequency of Reviews

Reviews are conducted by Samuel Jones, Founder, CEO and Chief Compliance Officer.

- **Investment Management Services and Integrated Wealth Management Services.** Client accounts are reviewed on a quarterly basis.
- **Annual Financial Planning (Ongoing)** The client's financial plan is reviewed on an ongoing basis throughout the year. TaxWise conducts follow-up meetings with the client every six to twelve months, or as major life events arise, and conducts a full review of the plan at least annually to confirm its continued accuracy and appropriateness, implementing any needed updates at that time. Plans are also reviewed at the client's request. No additional fee is charged for these reviews and updates during the term of the engagement.
- **One-Time Financial Planning (Project-Based) and Financial Planning Consulting (Hourly).** These are discrete engagements that conclude upon delivery of the plan or completion of the consultation. TaxWise does not conduct ongoing reviews of plans delivered under these services. A client who wants a plan reviewed or updated after the engagement concludes must enter into a new agreement, which is subject to an additional fee.
- **Timing of fees and reviews.** TaxWise does not bill fees for ongoing services in advance of the period in which those services are provided. The Annual Planning Fee and all asset-based advisory fees are billed quarterly in arrears. The One-Time Financial Planning Fee is a project-based fee for a discrete engagement rather than an ongoing fee: one-half is payable at signing and the balance upon delivery of the plan, which

occurs within sixty to ninety (60–90) days, and it is subject to the refund provisions described in Item 5.D. TaxWise will not bill an amount above \$1,200.00 more than six months in advance for any service. Accordingly, the annual review of a financial plan under Annual Financial Planning or Integrated Wealth Management Services is a service provided in — and paid for in — the year in which it is performed. It is not carried forward from a prior year, and it does not prepay or initiate a subsequent year of service. If a client terminates before an annual review is performed, the client does not pay for it; the client is billed only a pro-rated fee for the portion of the billing period during which services were provided.

B. Causes of Reviews

- **Investment Management Services and Integrated Wealth Management Services.** The account is reviewed with regard to the client's investment policies and risk tolerance levels. Events that may trigger a special review would be unusual performance, addition or deletions of client imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per client's needs, a material contribution to or withdrawal from the account, or a material change in the client's circumstances.
- **Financial plans.** For clients engaged in Annual Financial Planning or Integrated Wealth Management Services, TaxWise reviews the client's plan on a basis other than periodically when triggered by a material change in the client's circumstances: for example, a change in employment or income, marriage or divorce, birth or adoption, death of a family member, a material change in health, the purchase or sale of a business or investment property, receipt of an inheritance or other windfall, a material change in tax law affecting the client, or a request from the client. Clients are asked to notify TaxWise of any material change in their circumstances.

C. Review Reports

- **Investment Management Services and Integrated Wealth Management Services.** Clients receive trade confirmations from the broker for each transaction in their accounts, as well as monthly or quarterly statements and annual tax reporting statements from their custodian showing all activity in the accounts, such as receipt of dividends and interest. In addition, TaxWise provides these clients with written reports on a quarterly basis. The quarterly report shows the market value, asset allocation relative to the client's target allocation, performance for the period, and the advisory fee charged for the period. We urge clients to compare these reports against the account statements they receive from their custodian.
- **Annual Financial Planning (Ongoing).** Clients receive a written or electronic financial plan following the initial recommendations meeting, containing a summary of the client's net worth, goals, and action items, together with the firm's recommendations across the planning areas covered. Following each follow-up meeting, and following the annual review, clients receive a written or electronic summary of any updates to the plan and any revised action items. Clients engaged in Annual Financial Planning who do not have an account managed by TaxWise do not receive custodial statements or quarterly investment reports from the firm, because TaxWise does not manage any account for those clients.
- **One-Time Financial Planning (Project-Based).** Clients receive a written or electronic financial plan upon completion of the engagement. TaxWise does not provide regular reports to these clients after the plan is delivered.

- **Financial Planning Consulting (Hourly).** TaxWise does not produce a comprehensive written financial plan or provide regular reports under this service unless the parties agree otherwise. Any written work product agreed upon is delivered upon completion of the engagement.

Item 14: Client Referrals and Other Compensation

A. Compensation Received by Taxwise

We do not receive any economic benefit, directly or indirectly from any third party for advice rendered to our clients.

B. Client Referrals from Promoters

Taxwise does not compensate, either directly or indirectly, any affiliated or unaffiliated parties for client referrals.

Item 15: Custody

TaxWise does not accept physical custody of client funds, however it is deemed to have limited custody solely with its ability to withdraw fees from clients' accounts. Clients should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the account statements or reports that we may provide to you. Our statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

For client account(s) in which TaxWise directly debits its advisory fee:

- i. TaxWise will send a copy of its invoice to the custodian at the same time that it sends the client a copy.
- ii. The custodian will send at least quarterly statements to the client showing all disbursements for the account(s), including the amount of the advisory fee.
- iii. The client will provide written authorization to TaxWise, permitting it to be paid directly from their account(s) held by the custodian.

Item 16: Investment Discretion

For those client accounts where we provide investment management services, we maintain discretion over client accounts with respect to securities to be bought and sold and the amount of securities to be bought and sold. Investment discretion is explained to clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the client will execute a Limited Power of Attorney, which will grant our firm discretion over the account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the client. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

Item 17: Voting Client Securities

We do not vote client proxies. Therefore, clients maintain exclusive responsibility for: (1) voting proxies, and (2) acting on corporate actions pertaining to the client's investment assets. The client shall instruct the client's qualified custodian to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. If the client would like our opinion on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward you any electronic solicitation to vote proxies.

Item 18: Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of client funds or securities, nor do we require the prepayment of fees of more than \$1,200 six months or more in advance.

Item 19: Requirements for State-Registered Advisers

A.

Samuel T. Jones, CFP®

Born: 1994

Educational Background

- 2019 – Bachelor of Personal Financial Planning, Utah Valley University

Business Experience

- 05/2026 – Present, TaxWise Wealth Planning LLC, Founder, CEO and CCO
- 05/2026 – Present, TW Services LLC, Principal and Operator
- 07/2020 – 10/2026, Vitality Capital Management, LLC, Financial Planner
- 01/2019 – 12/2025, Savology, Financial Planning Specialist
- 01/2018 – 01/2020, UVU Money Management, President

Professional Designations

CERTIFIED FINANCIAL PLANNER™ professional

I am certified for financial planning services in the United States by Certified Financial Planner Board of

Standards, Inc. ("CFP Board"). Therefore, I may refer to myself as a CERTIFIED FINANCIAL PLANNER™ professional or a CFP® professional, and I may use these and CFP Board's other certification marks (the "CFP Board Certification Marks"). The CFP® certification is voluntary. No federal or state law or regulation requires financial planners to hold the CFP® certification. You may find more information about the CFP® certification at www.cfp.net.

CFP® professionals have met CFP Board's high standards for education, examination, experience, and ethics. To become a CFP® professional, an individual must fulfill the following requirements:

- **Education** – Earn a bachelor's degree or higher from an accredited college or university and complete CFP Board-approved coursework at a college or university through a CFP Board Registered Program. The coursework covers the financial planning subject areas CFP Board has determined are necessary for the competent and professional delivery of financial planning services, as well as a comprehensive financial plan development capstone course. A candidate may satisfy some of the coursework requirement through other qualifying credentials.
- **Examination** – Pass the comprehensive CFP® Certification Examination. The examination is designed to assess an individual's ability to integrate and apply a broad base of financial planning knowledge in the context of real-life financial planning situations.
- **Experience** – Complete 6,000 hours of professional experience related to the personal financial planning process, or 4,000 hours of apprenticeship experience that meets additional requirements.
- **Ethics** – Satisfy the *Fitness Standards for Candidates for CFP® Certification and Former CFP® Professionals Seeking Reinstatement* and agree to be bound by CFP Board's *Code of Ethics and Standards of Conduct* ("Code and Standards"), which sets forth the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements to remain certified and maintain the right to continue to use the CFP Board Certification Marks:

- **Ethics** – Commit to complying with CFP Board's *Code and Standards*. This includes a commitment to CFP Board, as part of the certification, to act as a fiduciary, and therefore, act in the best interests of the client, at all times when providing financial advice and financial planning. CFP Board may sanction a CFP® professional who does not abide by this commitment, but CFP Board does not guarantee a CFP® professional's services. A client who seeks a similar commitment should obtain a written engagement that includes a fiduciary obligation to the client.
- **Continuing Education** – Complete 30 hours of continuing education every two years to maintain competence, demonstrate specified levels of knowledge, skills, and abilities, and keep up with developments in financial planning. Two of the hours must address the *Code and Standards*.

Accredited Financial Counselor (AFC®)

I am certified for financial counseling services in the United States by the Association for Financial Counseling and Planning Education® ("AFCPE®"). Therefore, I may refer to myself as an Accredited Financial Counselor® or an AFC® professional, and I may use these and AFCPE®'s other certification marks (the "AFC® Certification Marks"). The AFC® certification is voluntary. No federal or state law or regulation requires financial counselors to hold the AFC® certification. You may find more information about the AFC® certification at www.afcpe.org. AFC® professionals have met AFCPE®'s high standards for education, examination, experience, and ethics. To become an AFC® professional, an individual must fulfill the following requirements:

- **Education** – Complete an AFCPE®-approved education program covering the personal finance subject areas AFCPE® has determined are necessary for the competent and professional delivery of financial counseling services. The coursework covers financial counseling and coaching, budgeting and cash flow management, credit and debt, consumer protection, major acquisitions, risk management and insurance, investing, retirement and employee benefits, estate planning, and financial counseling ethics and professional practice. A candidate may satisfy the education requirement through other qualifying credentials.
- **Examination** – Pass the comprehensive AFC® Certification Examination. The examination is designed to assess an individual's ability to integrate and apply a broad base of personal finance and counseling knowledge in the context of real-life client situations.
- **Experience** – Complete 1,000 hours of financial counseling experience that meets AFCPE®'s requirements.
- **Ethics** – Submit professional letters of recommendation and agree to be bound by AFCPE®'s *Standards of Practice* and *Code of Ethics* ("Code and Standards"), which set forth the ethical and practice standards for AFC® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements to remain certified and maintain the right to continue to use the AFC® Certification Marks:

- **Ethics** – Commit to complying with AFCPE®'s *Code and Standards*, including the obligation to act in the best interests of the client at all times when providing financial counseling. AFCPE® may sanction an AFC® professional who does not abide by this commitment.
- **Continuing Education** – Complete 30 hours of continuing education every two years to maintain competence, demonstrate specified levels of knowledge, skills, and abilities, and keep up with developments in financial counseling. Continuing education must include content addressing the *Code and Standards*.

B. Other Business Activities

Insurance License. Samuel Jones holds an insurance license; however, he does not engage in the sale of insurance and does not receive insurance commissions or other compensation from insurance sales. He maintains the license solely to enhance his ability to understand and evaluate clients' insurance needs as part of the advisory process. The existence of the license does not create a financial incentive for Mr. Jones to recommend insurance products.

Separate Bookkeeping Business. Mr. Jones is the Principal Operator of TW Services LLC, a separate bookkeeping and accounting practice that provides bookkeeping, accounting, and related financial recordkeeping services to small businesses and real estate investors. TW Services LLC operates independently from TaxWise, with separate engagement agreements, separate fee arrangements, and separate client relationships. A TaxWise client is not required or expected to engage TW Services LLC, and a TW Services LLC client is not required or expected to engage TaxWise. TaxWise does not condition its advisory services on a client's use of TW Services LLC, and TW Services LLC does not condition its services on a client's use of TaxWise. To the extent a client uses both businesses, the services, fees, and business relationships are maintained separately.

Common Ownership. Mr. Jones is the sole owner of S&J Financial, LLC, a holding company that owns both TW Services LLC and TaxWise Wealth Planning LLC. Common ownership creates a potential conflict because Mr.

Jones could have an economic interest in both entities when a TaxWise client is also a potential or existing bookkeeping client of TW Services LLC. This conflict is mitigated by maintaining separate businesses, separate engagement agreements, separate fee arrangements, and separate client relationships. Clients are not obligated to use either business as a condition of receiving services from the other. This activity accounts for approximately 15% of Samuel Jones's time. A portion of this activity occurs during securities trading hours.

Personal Real Estate Investments. Mr. Jones personally invests in real estate, including rental properties held for investment purposes. These investments are made in his personal capacity and are separate from TaxWise's advisory activities. TaxWise does not invest client assets in Mr. Jones's personal real estate holdings, and TaxWise clients are not offered an opportunity to participate in those investments. Mr. Jones's personal real estate activities are not expected to materially interfere with his responsibilities to TaxWise clients. If a circumstance arises in which a personal investment or other outside interest could reasonably be expected to create a material conflict with a client's interests, TaxWise will disclose and address the conflict in accordance with its policies and applicable law.

Management of Conflicts. TaxWise recognizes that conflicts may arise from its business relationships, ownership structure, and activities of its advisory personnel. TaxWise maintains written policies and procedures designed to identify, disclose, monitor, and appropriately manage conflicts of interest. TaxWise provides clients with full and fair disclosure of material conflicts and seeks to ensure that conflicts do not result in recommendations that are inconsistent with a client's best interests. Where a conflict cannot reasonably be avoided or eliminated, TaxWise will disclose the conflict to affected clients and take appropriate steps to manage it in accordance with applicable laws and regulations.

C. Performance Based Fees

TaxWise nor any supervised person are **not** compensated for any advisory service with performance-based fees.

D. Material Disciplinary Disclosures

No management person at TaxWise Wealth Planning LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

E. Material Relationships That Management Persons Have with Issuers of Securities

TaxWise Wealth Planning LLC, nor Samuel Jones, have any relationship or arrangement with issuers of securities.

Business Continuity Plan Notice

General

TaxWise Wealth Planning LLC has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

Disasters

The Business Continuity Plan covers natural disasters such as snowstorms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite.

Alternate Offices

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

Loss of Key Personnel

TaxWise Wealth Planning LLC is operated as an LLC with Samuel Jones as the Founder, CEO, and Chief Compliance Officer. As the sole employee, the business depends fully on his capabilities. In the case of his disability, steps will be taken to determine if the business will continue and in what capacity. In the case of his death, there is no plan for continuation of the business and the business must be dissolved. At that time, clients will be notified.

Privacy Notice

FACTS

WHAT DOES TAXWISE WEALTH PLANNING LLC DO WITH YOUR PERSONAL INFORMATION?

Why?

Registered investment advisers choose how they share your personal information. Federal law gives clients the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect, and share depend on the product or service you have with us. This information can include:

- Information you provide in the subscription documents and other forms (including name, address, social security number, date of birth, income and other financial-related information); and
- Data about your transactions with us (such as the types of investments you have made and your account status).

How?

All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons TaxWise Wealth Planning LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

For our everyday business purposes— to process your transactions, maintain your accounts (for example we may share with our third-party service providers that perform services on our behalf or on your behalf, such as accountants, attorneys, consultants, clearing and custodial firms, and technology companies, respond to court orders and legal investigations, or report to credit bureaus.

For Marketing purposes— to offer our products and services to you

How do we protect your information?

To safeguard your personal information from unauthorized access and use, we maintain physical, procedural and electronic safeguards. These include computer safeguards such as passwords, secured files and buildings.

Our employees are advised about TaxWise's need to respect the confidentiality of each client's non-public personal information. We train our employees on their responsibilities.

We require third parties that assist in providing our services to you to protect the personal information they receive. This includes contractual language in our third-party agreements.

TaxWise does not share mobile phone numbers or SMS opt-in consent data with third parties or affiliates for marketing or promotional purposes. Information may be shared with subcontractors that help us provide messaging services, but text messaging originator opt-in data and consent will not be shared with any third parties.

Other important information

We will send you notice of our Privacy Policy annually for as long as you maintain an ongoing relationship with us. Periodically we may revise our Privacy 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.

TaxWise Wealth Planning LLC

240 N. East Promontory

Suite 200

Farmington, Utah 84025

(435) 334-4662

Dated September 10, 2026

Form ADV Part 2B – Brochure Supplement

For

Samuel T. Jones

Founder, CEO, and Chief Compliance Officer

This brochure supplement provides information about Samuel Jones that supplements the TaxWise Wealth Planning LLC (“TaxWise”) brochure. A copy of that brochure precedes this supplement. Please contact Samuel Jones if the TaxWise brochure is not included with this supplement or if you have any questions about the contents of this supplement. Samuel Jones is licensed as an investment adviser representative in Utah.

Additional information about Samuel Jones is available on the SEC’s website at www.adviserinfo.sec.gov which can be found using the identification number 6803580.

Item 2: Educational Background and Business Experience

Samuel T. Jones, CFP®

Born: 1994

Educational Background

- 2019 – Bachelor of Personal Financial Planning, Utah Valley University

Business Experience

- 05/2026 – Present, TaxWise Wealth Planning LLC, Founder, CEO and CCO
- 05/2026 – Present, TW Services LLC, Principal and Operator
- 07/2020 – 10/2026, Vitality Capital Management, LLC, Financial Planner
- 01/2019 – 12/2025, Savology, Financial Planning Specialist
- 01/2018 – 01/2020, UVU Money Management, President

Professional Designations

CERTIFIED FINANCIAL PLANNER™ professional

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- **Examination** – Pass the comprehensive CFP® Certification Examination. The examination is designed to assess an individual’s ability to integrate and apply a broad base of financial planning knowledge in the context of real-life financial planning situations.
- **Experience** – Complete 6,000 hours of professional experience related to the personal financial planning process, or 4,000 hours of apprenticeship experience that meets additional requirements.
- **Ethics** – Satisfy the *Fitness Standards for Candidates for CFP® Certification and Former CFP® Professionals Seeking Reinstatement* and agree to be bound by CFP Board’s *Code of Ethics and Standards of Conduct* (“Code and Standards”), which sets forth the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements to remain certified and maintain the right to continue to use the CFP Board Certification Marks:

- **Ethics** – Commit to complying with CFP Board's *Code and Standards*. This includes a commitment to CFP Board, as part of the certification, to act as a fiduciary, and therefore, act in the best interests of the client, at all times when providing financial advice and financial planning. CFP Board may sanction a CFP® professional who does not abide by this commitment, but CFP Board does not guarantee a CFP® professional's services. A client who seeks a similar commitment should obtain a written engagement that includes a fiduciary obligation to the client.
- **Continuing Education** – Complete 30 hours of continuing education every two years to maintain competence, demonstrate specified levels of knowledge, skills, and abilities, and keep up with developments in financial planning. Two of the hours must address the *Code and Standards*.

Accredited Financial Counselor (AFC®): I am certified for financial counseling services in the United States by the Association for Financial Counseling and Planning Education® ("AFCPE®"). Therefore, I may refer to myself as an Accredited Financial Counselor® or an AFC® professional, and I may use these and AFCPE®'s other certification marks (the "AFC® Certification Marks"). The AFC® certification is voluntary. No federal or state law or regulation requires financial counselors to hold the AFC® certification. You may find more information about the AFC® certification at www.afcpe.org.

AFC® professionals have met AFCPE®'s high standards for education, examination, experience, and ethics. To become an AFC® professional, an individual must fulfill the following requirements:

- **Education** – Complete an AFCPE®-approved education program covering the personal finance subject areas AFCPE® has determined are necessary for the competent and professional delivery of financial counseling services. The coursework covers financial counseling and coaching, budgeting and cash flow management, credit and debt, consumer protection, major acquisitions, risk management and insurance, investing, retirement and employee benefits, estate planning, and financial counseling ethics and professional practice. A candidate may satisfy the education requirement through other qualifying credentials, including the CFP® certification.
- **Examination** – Pass the comprehensive AFC® Certification Examination. The examination is designed to assess an individual's ability to integrate and apply a broad base of personal finance and counseling knowledge in the context of real-life client situations.
- **Experience** – Complete 1,000 hours of financial counseling experience that meets AFCPE®'s requirements.
- **Ethics** – Submit professional letters of recommendation and agree to be bound by AFCPE®'s Standards of Practice and Code of Ethics ("Code and Standards"), which set forth the ethical and practice standards for AFC® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements to remain certified and maintain the right to continue to use the AFC® Certification Marks:

- Ethics – Commit to complying with AFCPE®'s Code and Standards, including the obligation to act in the best interests of the client at all times when providing financial counseling. AFCPE® may sanction an AFC® professional who does not abide by this commitment.
- Continuing Education – Complete 30 hours of continuing education every two years to maintain competence, demonstrate specified levels of knowledge, skills, and abilities, and keep up with developments in financial counseling. Continuing education must include content addressing the Code and Standards.

Item 3: Disciplinary Information

Samuel Jones does not have a disciplinary history to report.

Item 4: Other Business Activities

Insurance License. Samuel Jones holds an insurance license; however, he does not engage in the sale of insurance and does not receive insurance commissions or other compensation from insurance sales. He maintains the license solely to enhance his ability to understand and evaluate clients' insurance needs as part of the advisory process. The existence of the license does not create a financial incentive for Mr. Jones to recommend insurance products.

Separate Bookkeeping Business. Mr. Jones is the Principal Operator of TW Services LLC, a separate bookkeeping and accounting practice that provides bookkeeping, accounting, and related financial recordkeeping services to small businesses and real estate investors. TW Services LLC operates independently from TaxWise, with separate engagement agreements, separate fee arrangements, and separate client relationships. A TaxWise client is not required or expected to engage TW Services LLC, and a TW Services LLC client is not required or expected to engage TaxWise. TaxWise does not condition its advisory services on a client's use of TW Services LLC, and TW Services LLC does not condition its services on a client's use of TaxWise. To the extent a client uses both businesses, the services, fees, and business relationships are maintained separately.

Common Ownership. Mr. Jones is the sole owner of S&J Financial, LLC, a holding company that owns both TW Services LLC and TaxWise Wealth Planning LLC. Common ownership creates a potential conflict because Mr. Jones could have an economic interest in both entities when a TaxWise client is also a potential or existing bookkeeping client of TW Services LLC. This conflict is mitigated by maintaining separate businesses, separate engagement agreements, separate fee arrangements, and separate client relationships. Clients are not obligated to use either business as a condition of receiving services from the other. This activity accounts for approximately 15% of Samuel Jones's time. A portion of this activity occurs during securities trading hours.

Personal Real Estate Investments. Mr. Jones personally invests in real estate, including rental properties held for investment purposes. These investments are made in his personal capacity and are separate from TaxWise's advisory activities. TaxWise does not invest client assets in Mr. Jones's personal real estate holdings, and TaxWise clients are not offered an opportunity to participate in those investments. Mr. Jones's personal real estate activities are not expected to materially interfere with his responsibilities to TaxWise clients. If a

circumstance arises in which a personal investment or other outside interest could reasonably be expected to create a material conflict with a client's interests, TaxWise will disclose and address the conflict in accordance with its policies and applicable law.

Management of Conflicts. TaxWise recognizes that conflicts may arise from its business relationships, ownership structure, and activities of its advisory personnel. TaxWise maintains written policies and procedures designed to identify, disclose, monitor, and appropriately manage conflicts of interest. TaxWise provides clients with full and fair disclosure of material conflicts and seeks to ensure that conflicts do not result in recommendations that are inconsistent with a client's best interests. Where a conflict cannot reasonably be avoided or eliminated, TaxWise will disclose the conflict to affected clients and take appropriate steps to manage it in accordance with applicable laws and regulations.

Item 5: Additional Compensation

Samuel Jones does not receive any economic benefit from any person, company, or organization in connection with providing advisory services through TaxWise. Although Mr. Jones is licensed as an insurance agent, he does not sell insurance products or receive insurance-related compensation. Mr. Jones also holds a real estate license, which he uses solely for his personal real estate investments and not in connection with advisory services provided through TaxWise.

Item 6: Supervision

Samuel Jones, as Founder, CEO and Chief Compliance Officer of TaxWise, is responsible for supervision and supervises personnel and the investments made in client accounts. Samuel Jones monitors the investments to ensure they are suitable for the client and consistent with their investment needs, goals, objectives and risk tolerance, as well as any restrictions previously requested by the client. He may be contacted at the phone number on this brochure supplement.

Item 7: Requirements for State Registered Advisers

Samuel Jones has NOT been found liable in any arbitration, civil, self-regulatory, or administrative proceedings, and has not been subject of a bankruptcy petition.