

Inclusive Wealth Financial Planning, LLC

CRD No. 328906

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Disclosure Brochure

Form ADV Part 2A

March 7, 2025

Item 1 - Cover Page

This Disclosure Brochure provides information about the qualifications and business practices of Inclusive Wealth Financial Planning, LLC. If you have any questions about the contents of this Disclosure Brochure, please contact us at (717) 809-0505 or huyen@inclusivewealthfp.com The information in this Disclosure Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Inclusive Wealth Financial Planning, LLC is a registered investment adviser. Registration as an investment adviser does not imply any level of skill or training.

Additional information about Inclusive Wealth Financial Planning, LLC is also available on the SEC's website at www.adviserinfo.sec.gov by conducting a Firm search using our CRD Number shown above.

Item 2 – Material Changes

We will promptly update this Disclosure Brochure when material changes occur. Material changes are summarized in this section.

We initially provide you with a copy of our Disclosure Brochure when we enter into an agreement with you. On an annual basis, we will provide you with a Summary of Material Changes within 120 days of our fiscal year end. In the alternative, we may choose to provide you with a complete copy of our Disclosure Brochure.

Since our initial Disclosure Brochure dated January 1, 2024, we have made the following material changes:

- Huyen T. Nguyen, the owner of our firm, is no longer employed with H&R Block, Inc. as a tax preparer. Information regarding this business activity has been removed from Item 10 (Other Financial Industry Activities and Affiliations) of this Disclosure Brochure, and from Item 4 (Other Business Activities) of the Brochure Supplement attached to this Disclosure Brochure.
- Huyen T. Nguyen, CFP®, the Owner of our firm, is no longer employed with Guiding Wealth Management Inc. as an Investment Advisor. Information regarding this business activity has been removed from Item 10 (Other Financial Industry Activities and Affiliations) of this Disclosure Brochure, and from Item 4 (Other Business Activities) of the Brochure Supplement attached to this Disclosure Brochure.
- We have updated our hourly fee, subscription fee and AUM fee as shown in Item 5 (Fee and Compensation)

You may request a current copy of our Disclosure Brochure at any time without charge by contacting us at (717) 809-0505.

You may also obtain a copy of our current Disclosure Brochure from the SEC's website as described in **Item 1 – Cover Page** above.

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Item 4 – Advisory Business

Firm Overview

Inclusive Wealth Financial Planning, LLC is a limited liability company formed under the laws of the State of Pennsylvania in September 2023. The firm is registered as a registered investment adviser in the State of Pennsylvania effective January 2024. Our principal owner is Huyen T. Nguyen, CFP®. Information regarding her formal education and business background can be found on the accompanying Form ADV Part 2B Brochure Supplement.

Services

We tailor our advisory services to the individual needs of our clients. We offer Financial Planning Services and Investment Management Services. Each of these is described in more detail below. Before receiving any advisory services, you will need to sign a written agreement that details the exact terms of service. We do not provide advisory services without an advisory agreement. All advisory services are provided to you by a qualified individual who is registered as an Investment Adviser Representative of our firm.

Financial Planning Services

We offer Our Financial Planning Services tailored to your needs, whether you prefer a point-in-time Comprehensive Financial Plan, Ongoing Subscription-Based Service, or a Project-Based Review to provide guidance on a specific topic or question.

Comprehensive Financial Plan. The Comprehensive Financial Plan will assess your current financial situation, identify your goals and risk objectives, and create a personalized roadmap to help you achieve your goals. We will analyze and provide recommendations regarding topics relevant to you, such as your net worth and cash flow, debt management, insurance and risk management, employee benefits, retirement planning, investment analysis, educational funding and student loan repayment, tax strategies, and estate planning. Once we review and analyze your information, we will develop a plan that outlines our findings and recommendations for potential changes to your current situation to help you meet

your future goals and objectives. You will receive a written or an electronic report summarizing our findings and recommendations. Unless you also elect to receive either the Implementation Support Service or the Ongoing Subscription-Based Service described below, we do not provide ongoing review or updates of your financial plan. You may implement any investment recommendations on your own.

Ongoing Subscription-Based Service. This service is only available in conjunction with the Comprehensive Financial Plan described above. After the development of your Comprehensive Financial Plan, you may elect to receive Ongoing Subscription-Based Service to receive continuing support and guidance to help you implement and monitor your financial plan. We will regularly monitor your financial plan to ensure your financial goals are on track. Your financial plan will be updated as necessary as you progress toward your goals or as your financial situation changes, and your entire plan will be reviewed on at least an annual basis.

Project-Based Review. The Project-Based Review is a limited-scope service that focuses on targeted financial topics to address specific financial concerns or objectives you may have. We will provide analysis and recommendations regarding your specific topics, which may include any or all of the topics described under Comprehensive Financial Plan above, depending on your specific needs. This option offers flexibility by allowing you to address specific financial challenges without committing to comprehensive plan or long-term engagement. For Project-Based Reviews, we do not provide ongoing review or updates of your financial plan. You may implement any recommendations on your own, or you may elect to receive the Implementation Support Service described below for assistance with implementing your plan.

Implementation Support Service. This service is available in conjunction with either the Comprehensive Financial Plan or Project-Based Review described above, and provides assistance with implementing our recommendations. Upon your request, we will meet with you on a monthly basis to answer any questions you may have and to review your progress toward your financial goals. We are also available by telephone or email to provide assistance and answer any questions you may have regarding the implementation of our recommendations. The term of the Implementation Support Service typically will be for a period of six months following the delivery of the Comprehensive Financial Plan or Project-Based Review; however, we may mutually agree upon a different term, based upon your needs. Your specific term will be outlined in your advisory agreement.

For each of the above services, you will be required to provide information as necessary to help us analyze your current financial situation, desired goals, and anticipated future needs.

We base our financial plans on the information you provide to us. Inaccurate or incomplete information may result in an inaccurate or incomplete financial plan. To create a financial plan, we must make certain assumptions with respect to interest and inflation rates, past trends, and future projections of the performance of the market and economy. Past performance is no indication of future performance, and we cannot offer any guarantees or promises that your goals and objectives will be met. Changes to your personal financial circumstances, goals, or objectives may cause your financial plan to become inaccurate and out of date. We recommend you notify us promptly of any changes so your plan can be updated.

With the exception of accounts that are managed under our Investment Management Services, Financial Planning Services are provided on a non-discretionary basis. This means you have the option to implement any of the recommendations made in the financial plan. You are not obligated to implement any financial planning recommendations made by us. We do not have any control over the timing or accuracy of any transactions executed by you.

Although the financial plan may consider your tax situation or estate plan, we do not provide tax or legal advice. We recommend you work closely with your attorney, accountant, or other investment professionals in implementing your plan. We are happy to work with your professionals to coordinate your financial plan with your estate planning and tax planning.

Investment Management Services

Our Investment Management Services provide continuous and ongoing management of your investment portfolio, based on your individual needs, risk tolerance, and investment objectives. Your investment portfolio includes your brokerage accounts held by a qualified custodian for which you have appointed us as your investment adviser of record.

We work with you to determine an appropriate investment strategy designed to meet your investment goals and risk objectives. Once your investment portfolio has been created, we will review the portfolio at least quarterly and, if necessary, rebalance the portfolio based upon your investment objectives.

We assign your investment strategy based on the information you provide to us. Inaccurate or incomplete information may result in an inappropriate investment portfolio. Past performance is no indication of future performance, and we cannot offer any guarantees or promises that your goals and objectives will be met. Changes to your personal financial circumstances, goals, or objectives may cause your investment strategy to become inaccurate and out of date. We

recommend you notify us promptly of any changes so your investment portfolio can be updated, if necessary.

We will provide our Investment Management Services on a discretionary basis. When you enter into an advisory agreement with us, you grant us the authority to implement transactions in your investment portfolio, according to your investment goals and risk objectives. We are not required to give you advance notice or to seek your consent for any changes to your portfolio. Although you retain ownership and control over your investment account, we ask that you refrain from conducting transactions in the account without first notifying us. Please coordinate with us on any anticipated deposits or withdrawals so we can ensure your investment strategy is maintained.

Types of Investments

We generally employ long-term low-cost passive investment strategies, and do not engage in market timing. Clients may impose reasonable restrictions on investing in certain types of securities.

We typically will recommend mutual funds, exchange-traded funds (ETFs), stocks and bonds for our clients' investment portfolios, but may also recommend other types of investments when appropriate based on a client's circumstances. See Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for additional information on our investment management practices.

Client Tailored Services

We tailor our advisory services to your individual needs. We will conduct an initial interview and data gathering process to determine your financial situation and investment objectives. We provide our advisory services consistent with your investment objectives and with our fiduciary duty to you.

You may request reasonable restrictions on investing in certain securities, types of securities, or industry sectors. We will make a reasonable attempt to honor any reasonable restrictions you request, but in the case of pooled investment vehicles such as mutual funds or ETFs where underlying holdings change frequently, we cannot guarantee restrictions will always be enforced. In addition, such restrictions may cause us to deviate from the investment decisions we would otherwise make in managing your account. In some cases, we may not be able to accommodate restrictions if they do not allow us to manage your portfolio in a prudent manner.

We will contact or attempt to contact you annually to confirm if there have been any changes in your financial situation or investment objectives, or determine if you wish to impose or modify account restrictions.

Because our advisory services are based on your specific financial circumstances, you are urged to promptly notify us any time you experience changes to your financial circumstances, so we can determine if any changes to your investment strategy or our recommendations are necessary.

Wrap Fee Program

We do not participate in a wrap fee program.

Assets Under Management

As of December 31, 2024, we had \$460,942 in assets managed on a discretionary basis and \$0 assets managed on a non-discretionary basis. This section will be updated on at least an annual basis to reflect our assets under management as of December 31 of each year, or more frequently if material changes occur with regard to the assets we manage.

Item 5: Fees and Compensation

We believe our fees are reasonable for the services provided and in relation to fees charged by other advisers offering similar services. However, our fees may be higher or lower than fees charged by other advisers offering similar services. We are never compensated on the basis of a share of capital gains or capital appreciation.

Please note, unless you have received our Disclosure Brochure at least 48 hours prior to signing an advisory agreement, you may terminate the advisory agreement within five (5) business days of signing the agreement without incurring any penalties and advisory fees. We reserve the right to offer discounts or to waive fees at our sole discretion.

How we are paid depends on the type of advisory service we are performing. Fees for Financial Planning Services are separate and distinct from fees for Investment Management Services. Please review the fee and compensation information below. Fees may be negotiable based on factors such as the complexity of your financial situation or total assets under management. Therefore, some clients may pay different fees than the fee schedule shown below, including a fixed fee in some limited cases. Your exact fee and other terms will be outlined in the advisory agreement you sign.

Financial Planning Services Fees

Comprehensive Financial Plan. For a Comprehensive Financial Plan, we charge a fixed fee based on an estimate of the number of hours required to complete the plan multiplied by our standard rate of \$200 per hour. Fees will vary based on the complexity of your individual financial situation and needs, but will typically range between \$2,500 and \$15,000. Your specific fee will be set forth in the advisory agreement you sign. We require an initial deposit equal to 50% of the total fee upon signing the advisory agreement, with the remainder due upon

delivery of the financial plan. The initial deposit covers client onboarding, data gathering, and setting the foundation of the financial plan. We endeavor to deliver the financial plan within 120 days of engagement; however, this timeline depends on your timeliness and responsiveness in providing us with requested information. Unless you engage us for the Ongoing Subscription-Based Service, our services will automatically terminate upon delivery of the Comprehensive Financial Plan. This service may also be terminated at any time upon written notice. In the event of early termination, you are responsible for paying fees for any services provided prior to termination at our standard hourly rate. Your initial deposit will be applied to the amount due. If the initial deposit exceeds the value of services performed, the balance will be refunded to you. Otherwise, fees for services provided in excess of the initial deposit will be due and payable upon receipt of our invoice. In the event of early termination, we will provide you with any completed deliverables. However, please note if the service is terminated prior to completion of any deliverables, the scope and/or soundness of any analysis or other work product made prior to completion may be limited, inaccurate, or incomplete due to the early termination.

Ongoing Subscription-Based Service. Fees for our Ongoing Subscription-Based service may be a fixed fee of \$350 to \$750 per quarter payable in advance, depending on your ongoing service needs. Your specific fee will be set forth in the advisory agreement you sign. This service may be terminated at any time upon written notice. Upon termination, you are responsible for paying fees for any services provided during the calendar guarter and prior to termination at our standard hourly rate. Fees paid in advance will be applied to the amount due. If advance fees exceed the value of services performed, the balance will be refunded to you. We will not charge clients fees for services provided during the calendar quarter prior to termination that exceed the fixed quarterly fee. In the event of early termination, we will provide you with any completed deliverables. However, please note if the service is terminated prior to completion of any deliverables, the scope and/or soundness of any analysis or other work product made prior to completion may be limited, inaccurate, or incomplete due to the early termination.

Project-Based Review. For a Project-Based Review, we charge a fixed fee based on an estimate of the number of hours required to complete the review multiplied by our standard rate of \$200 per hour. Fees will vary based on the complexity of your individual financial situation and needs, but will typically range between \$1000 and \$5,000. Your specific fee will be set forth in the advisory agreement you sign. We require an initial deposit equal to 50% of the total fee upon signing the advisory agreement, with the remainder due upon delivery of the review. The initial deposit covers client

onboarding, data gathering, and setting the foundation of the review. We endeavor to deliver the review within 120 days of engagement; however, this timeline depends on your timeliness and responsiveness in providing us with requested information. This service will automatically terminate upon delivery of the review. You may also terminate this service at any time upon written notice to us. In the event of early termination, you are responsible for paying fees for any services provided prior to termination at our standard hourly rate. Your initial deposit will be applied to the amount due. If the initial deposit exceeds the value of services performed, the balance will be refunded to you. Otherwise, fees for services provided in excess of the initial deposit will be due and payable upon receipt of our invoice. In the event of early termination, we will provide you with any completed deliverables. However, please note if the service is terminated prior to completion of any deliverables, the scope and/or soundness of any analysis or other work product made prior to completion may be limited, inaccurate, or incomplete due to the early termination.

Implementation Support Service. For the Implementation Support Service, we charge a fixed fee based on an estimate of the number of hours required for implementation assistance, multiplied by our standard rate of \$200 per hour or \$350 to \$750 per quarter. Fees will vary based on the complexity of your financial situation and needs. Fee is paid quarterly, payable in advance. Your specific fee will be set forth in the advisory agreement you sign. The term of this service is typically six months, but may vary depending on your specific needs. This service will automatically terminate upon conclusion of the term specified in your advisory agreement. You may also terminate this service at any time upon written notice to us. In the event of early termination, you are responsible for paying fees for any services provided during the calendar month prior to termination at our standard hourly rate. Any fees paid in advance will be applied to the amount due. If the fees paid in advance exceed the value of services performed, the balance will be refunded to you. We will not charge clients fees for services provided during the calendar month prior to termination that exceed the fixed monthly fee. In the event of early termination, we will provide you with any completed deliverables. However, please note if the service is terminated prior to completion of any deliverables, the scope and/or soundness of any analysis or other work product made prior to completion may be limited, inaccurate, or incomplete due to the early termination.

Investment Management Services Fees

For our Investment Management Services, our annual investment management fee is based on a percentage of your assets under management, paid quarterly in arrears, according to the schedule below, and subject to a minimum annual fee

of \$3,000. In no event will we charge a fee that exceeds 3% of assets under management.

Account Value	Annual Advisory Fee
Under \$1,000,000	0.75%
\$1,000,000 - \$3,000,000	0.65%
Over \$3,000,000	0.50%

The investment management fee is a straight tier. For example, for assets under management of \$500,000, a client would pay 0.75% advisory fee on an annual basis; for assets under management of \$2,000,000, a client would pay an annual advisory fee 0.65% on the entire balance. Your accounts may be aggregated in a "household" for purposes of determining the fee breakpoints outlined in the table above. A household includes accounts held by you, your spouse or partner, minor children, or adult children residing in your residence. A household also includes accounts in which any of the above-described persons have control, are a beneficiary, or otherwise have beneficial ownership.

Your fee will be deducted from your brokerage account and paid directly to us by the qualified custodian that holds your account. You will authorize the qualified custodian to deduct fees from your account and pay them to us. We are responsible for calculating the fee and delivering instructions to the custodian. At the same time, we will send you an invoice reflecting the formula used to calculate the fee, the amount of assets under management on which the fee is calculated, and the time period covered by the fee. We encourage you to review these invoices and compare them to the account statements you receive from the qualified custodian to verify that appropriate fees are being deducted from your account. The qualified custodian does not verify the accuracy of the investment advisory fees deducted. If you have any questions or concerns about your invoice, you are urged to contact us immediately.

Fees are calculated on the fair market value of your investment portfolio as of the last day of the calendar quarter. Your investment portfolio will typically hold investment options that are regularly traded on an open exchange with an observable market value, which is used to calculate the advisory fee. The account custodian provides the valuation of these securities. In the rare event your portfolio includes a holding which does not have an observable market value, we will use accepted industry methods for determining a fair market value for such holding. If you dispute our fair market valuation analysis, you may provide us with additional information to substantiate a different fair market value.

Because our Investment Management Services are provided on a discretionary basis, the advisory fee is calculated on all assets held in your account, including cash and cash

equivalents. We will not include any unmanaged cash assets in our fee calculations. If you wish to hold assets not under our management, such assets should be held in a separate account.

Fees are prorated based on the number of days services are provided during the initial billing period for services commenced at any time other than the beginning of a calendar quarter. The prorated fee for the initial billing period is based on the value of the account when services commence, and is due immediately.

You may terminate our Investment Management Services by providing written notice to us. Your final fee will be prorated based on the number of days services are provided during the final billing period, and will be calculated on the amount of assets under management on the date we receive your notice of termination. Because we charge fees in arrears, no refunds will be given upon termination.

Newsletter

We do not charge a fee to individuals who subscribe to our newsletter.

Other Types of Fees and Expenses

Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses. You may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, deferred sales charges, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual fund 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 do not receive any portion of these commissions, fees, and costs.

Item 12 – Brokerage Practices further describes the factors we consider in selecting or recommending broker-dealers and custodians for your accounts 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.

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

We do not charge performance-based fees, which are fees based on a share of capital gains in your account. In addition, we do not perform side-by-side management, which refers to the practice of simultaneously managing accounts that pay performance-based fees (such as a hedge fund) and those that do not.

Item 7: Types of Clients

We generally provide our Financial Planning Services and Investment Management Services to individuals (including high net worth individuals). Before receiving any advisory services, you will be required to enter into a written agreement describing our services and fees. We do not have a minimum account size requirement for our services; however, we do impose a minimum annual fee for our Investment Management Services. We do not impose any minimum requirements for opening or maintaining an account; however, some custodians may impose account minimums.

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

Methods of Analysis

We use fundamental and technical analysis, based on Modern Portfolio Theory, to review and analyze investments.

Fundamental analysis involves analyzing financial statements, the general financial health of companies, and/or the study of management or competitive advantages. Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would generally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis involves the analysis of past market data, primarily price and volume. Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns, and if these patterns can be identified, then a prediction can be made. The risk is that markets do not always track patterns, and relying solely on this method may not consider new patterns that emerge over time.

Modern Portfolio Theory is a theory of investing that attempts to maximize portfolio expected return for a given amount of portfolio risk or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various assets. Modern Portfolio Theory assumes that investors are risk-averse, meaning that investors will prefer the less risky one given two portfolios that offer the same expected return. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-

expected return profile – i.e., if, for that level of risk, an alternative portfolio exists which has better-expected returns.

Investment Strategies

We primarily practice passive management, using asset allocation strategies for portfolios with a long-term investment focus. Passive investing involves building portfolios that are composed of various distinct asset classes designed to achieve the 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.

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.

We use asset allocation strategies for portfolio management and with a long-term investment focus.

Asset allocation is a strategy designed to mitigate risk, but does not guarantee a profit or protect against losses. We build investment portfolios using an asset allocation target based on their investment strategy, allocating your investments across asset classes, sectors, and industries.

Long-term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose investment portfolios to various types of risk that will typically surface at various intervals. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Risk of Loss

All investments involve risk and may result in a loss of your original investment, which you should be prepared to bear. While there is risk in all investments, some carry a greater degree of risk or higher costs. There is no guarantee your investment strategy will result in your goals being met, nor is there any guarantee of profit or protection from loss. Where applicable, we encourage you to read the fund prospectus or other investment offering documents to fully understand the risks associated with each investment.

General Risks

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 operational success of the issuer's operations or its financial condition.

Strategy Risk: Our investment strategies and/or investment techniques may not work as intended.

Small and Medium Cap Company Risk: Securities of companies with small and medium 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 your portfolio.

Turnover Risk: At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.

Concentration Risk: Certain investment strategies focus on particular asset-classes, industries, sectors or types of investment. From time to time these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.

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

Interest Rate Risk: Bond 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.

Limited Markets: Certain securities may be less liquid (harder to sell or buy) and their prices may at times be more volatile than at other times. Under certain market conditions we may be unable to sell or liquidate investments at prices we consider reasonable or favorable or find buyers at any price.

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.

Geopolitical Risk: The risk of financial and market loss because of political decisions or disruptions in a particular country or region.

Catastrophic Events: In addition to general market risks, investments may be subject to the risk of loss arising from direct or indirect exposure to a number of types of catastrophic events, such as global pandemics, natural disasters, acts of terrorism, cyber-attacks, or network outages. The extent and impact of any such event on investment strategies will depend on many factors, including the duration and scope of the event, the extent of any governmental restrictions, the effect on the supply chain, overall consumer confidence, and the extent of the disruption to global and domestic markets.

Investment-Specific Risks

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

Stock represents ownership in a company. If the company prospers and grows, the value of the stock should increase. Even if a company is profitable, the stock prices are subject to "market risk," which is attributable to investor attitudes. Stock ownership in more established companies is more conservative, while younger companies provide the most risk and reward opportunities.

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 factors such 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.

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.

High Yield Bonds have a lower credit rating than investment-grade bonds. Because of the higher risk of default, these bonds pay a higher yield than investment-grade bonds.

Mutual Funds are pooled investment vehicles, including money market instruments, stocks, bonds, or other investments. Professional money managers research, select, and monitor the performance of the securities the fund purchases. It is easier to achieve diversification through ownership of mutual funds than through ownership of individual stocks or bonds. Even with no-load or load-waived funds, there are mutual fund expenses paid to the fund company. Investors may have to pay taxes on capital gains distribution received by the fund but not distributed to the investor. Mutual funds redeem shares at net asset value ("NAV") at the end of the trading day.

Index Funds are pooled investment vehicles that aim to replicate the movements of an index of a specific financial market. The lack of active management generally gives the advantage of lower fees and lower taxes in taxable accounts. There are fees, which reduce the return to the investor relative to the index. It is usually impossible to precisely mirror the index, as the models for sampling and mirroring cannot be 100% accurate by their nature. The difference between the index performance and the fund performance is known as the "tracking error." By design, an index fund seeks to match rather than outperform the target index. Therefore, a good index fund with low tracking error will not generally outperform the index but instead produces a rate of return similar to the index minus fund costs. An index fund does not have to follow a well-known index. There are thousands of index funds, leaving advisers to determine which fund best matches your risk capacity and other investment objectives.

Exchange-Traded Funds ("ETF") hold securities to match the price performance of a specific market index or commodity price. ETFs can track stock indexes and sectors, bonds, and precious metals. ETFs are subject to the same market risks as the index or sector they are designed to track. ETFs can be bought and sold throughout the day like stocks. ETFs may be an index fund or a fully transparent, actively managed fund. Certain ETFs are relatively easy to understand, while others may have unusual or complex strategies. For example, "leveraged ETFs" seek to achieve performance equal to a multiple of an index after fees and expenses. These ETFs seek to achieve their investment objective daily only, potentially making them unsuitable for long-term investors. "Inverse ETFs" use various derivatives to profit from the decline in value of an underlying index or basket of assets.

Item 9: Disciplinary Information

As a registered investment adviser, we are required to disclose material facts about any legal or disciplinary event that may be material to your evaluation of our advisory business or of the integrity of our management personnel. We do not have any

legal or disciplinary events regarding our firm or our management personnel to disclose.

Item 10: Other Financial Industry Activities and Affiliations

Neither our firm nor any of our management personnel are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. In addition, neither our firm nor any of our management personnel are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Based on the services you need, we may recommend that you use one of several unaffiliated registered broker-dealers as the qualified custodian and broker for your accounts. We have established relationships with custodians that help facilitate our management of your accounts. Further information regarding these custodial relationships is provided in Item 12 below.

Other than the items disclosed above, we do not engage in any relationship or arrangement with financial services entities that create any material conflicts of interest between us and our clients.

Disclosure of Material Conflicts

All material conflicts of interest regarding Inclusive Wealth Financial Planning, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice, are disclosed in this Disclosure Brochure.

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

Code of Ethics

As a fiduciary, our firm and our supervised persons have a duty of utmost good faith to act solely in the best interests of each client, which includes, but is not limited to, a duty of care, loyalty, obedience, and utmost good faith. Our clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity.

We have adopted a formal Code of Ethics to govern our business practices. We will provide a copy of our Code of Ethics to any client or prospective client upon request. All supervised persons are required to acknowledge their responsibilities under the Code and to agree to adhere to all provisions. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The Code includes policies regarding standards of professional conduct,

conflicts of interest, insider trading, and personal security trading. The firm also 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.

Participation or Interest in Client Transactions

We do not manage any proprietary funds or private investments; therefore, we do not have any material financial interest in any investments that may be used in client portfolios. We do not engage in principal transactions or agency cross transactions.

We invest predominantly in open-end mutual funds and exchange traded funds (ETFs), which helps to reduce conflicts of interest between trades made in accounts of our firm and our employees, even when such accounts invest in the same securities. However, in the event of other identified potential trade conflicts of interest, our goal is to place client interests first.

You should be aware that we manage investments for other clients and may give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment we may buy, sell or recommend for any other clients or for our own accounts.

Personal Trading

Our firm and its employees may buy or sell securities the same as, similar to, or different from, those we recommend to clients. Investing in securities in which clients also invest presents a potential conflict of interest. To help mitigate this conflict of interest, our firm and its employees will typically execute personal securities transactions after client transactions, or may have personal securities transactions executed simultaneously with client transactions when participating in an aggregated (block) trade. See **Order Aggregation** in **Item 12 – Brokerage Practices** below.

In an effort to reduce or eliminate conflicts of interest involving the firm or employee trading, we may restrict or prohibit certain transactions in our firm proprietary and employee accounts. Any exceptions or trading pre-clearance must be approved by our Chief Compliance Officer in advance. Our Chief Compliance Officer also reviews firm and employee holdings and transaction reports as required by our Code of Ethics.

Item 12: Brokerage Practices

Our firm is not affiliated with any broker-dealers. Specific custodian recommendations are made to clients based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

With respect to accounts not managed under our discretionary Investment Management Services, clients are responsible for selecting the custodian or broker-dealer for their investment accounts. Our investment recommendations are made on a non-discretionary basis, and you are free to implement the recommendations at your discretion.

For discretionary managed accounts under our Investment Management Services, we have established relationships with American Funds Distributors, Inc. ("American Funds") and Charles Schwab & Co., Inc. ("Schwab"), to act as qualified custodians ("Custodians") and to provide custody, clearing, and execution services for our clients' brokerage accounts. Both Custodians are unaffiliated SEC-registered broker-dealers and members FINRA/SIPC. Our clients generally establish brokerage accounts through the Custodians. We maintain an institutional relationship with the Custodians through which we receive certain benefits, including a fully digital account opening process, a variety of available investments, and integration with software tools that can benefit us and our clients.

The availability of the services and benefits mentioned above may be contingent upon us committing a certain number of accounts or assets under management to the Custodians, but do not depend on the number or value of brokerage transactions. These services are available to all advisers who participate in the Custodians' institutional adviser programs. Therefore, they are not considered soft dollar arrangements. We may have an incentive to select or recommend the Custodians based on our interest in receiving these benefits and services, rather than on our clients' interest in receiving most favorable execution. However, we periodically review the services provided by the Custodians to ensure they remain suitable for our clients.

We execute client transactions directly with the qualified custodian that holds the client account. We do not allow clients to direct us to execute transactions through a specific broker-dealer. Not all advisers require their clients to direct brokerage. By directing brokerage, advisers may be unable to achieve most favorable execution of client transactions, and this practice may cost you more money.

We do not maintain custody of your assets we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw advisory fees from your account (see **Item 15—Custody**, below). Your assets will be

maintained in an account with a broker-dealer acting as a qualified custodian.

Note that individual custodians establish their own trading policies and procedures that limit our ability to control, among other things, the timing of the execution of trades. Execution of trades may not be instant, and we are not able to control the specific time during a day that securities are bought or sold. Custodians will generally trade on the same business day as they receive instructions from you or from us. However, transactions will be subject to processing delays in certain circumstances (e.g., orders initiated on non-business days or after markets close).

Best Execution

We recognize our obligation in seeking best execution for our clients; however, it is our belief that the determinative factor is not always the lowest possible cost but whether the selected custodian's transactions represent the best qualitative execution while taking into consideration the full range of services provided. Therefore, our firm will seek services involving competitive rates but it may not necessarily correlate into the lowest possible rate for each transaction. We have determined trading our clients' accounts through a preferred custodian is consistent with our firm's obligation to seek best execution of your trades. We regularly review and consider the overall quality and price of the services received from our preferred custodians in light of our duty to seek best execution.

Brokerage for Client Referrals.

We do not receive client referrals from any broker-dealer or custodian.

Order Aggregation

Client transactions in the same security on the same day may be aggregated for operational efficiencies, or when we reasonably believe the aggregated order provides better prices for clients than if individual trades had been placed. Each client will receive the average share price of all orders executed to fill the aggregated order. Transaction fees, brokerage fees, and commissions will be allocated on a pro rata basis. Transactions in accounts held by our firm or its supervised persons may participate in aggregated trading blocks along with client transactions; in such cases, share prices and expenses will be allocated equally among client accounts and those accounts of our firm and its supervised persons.

Investment Opportunity Allocation

We seek to provide investment decisions in accordance with our fiduciary duties to you and without consideration of our economic, investment, or other financial interests. To meet

our fiduciary obligations, we attempt to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios. Accordingly, we seek fair and equitable allocation of investment opportunities and transactions among our clients to avoid favoring one client over another over time. It is our policy to allocate investment opportunities and transactions we identify as being appropriate and prudent among its clients on a fair and equitable basis over time.

Item 13: Review of Accounts

Investment Management Services. With our discretionary Investment Management Services, at least quarterly, the Investment Adviser Representative responsible for your relationship will review the performance of your accounts and the applied investment strategy to ensure it remains appropriate. We may periodically adjust your account (a process referred to as rebalancing) to help ensure your investment portfolio remains consistent with your objectives, goals, and risk tolerances. Additional as-needed reviews and rebalancing may be conducted due to factors such as unusual or volatile performance, addition or deletions of client restrictions, or excessive withdrawals. Accounts may also be reviewed upon significant market, economic or political events. We do not provide any regular periodic reports. We do not provide Investment Management Services on a nondiscretionary basis, and therefore do not provide ongoing periodic reviews or rebalancing of investment accounts not under our discretionary Investment Management Services.

Financial Planning Services. We typically do not provide any ongoing review, monitoring, or reporting with our Financial Planning Services, unless you engage either our Ongoing Subscription-Based Service or our Implementation Support Service. With the Ongoing Subscription-Based Service, we will monitor your financial plan on a regular basis, and will review your entire plan at least annually. With the Implementation Support Service, we will assist with the implementation of your financial plan during the term of the engagement.

Item 14: Client Referrals and Other Compensation

Other than the benefits from custodians disclosed in **Item 12**—**Brokerage Practices** above, we do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our clients.

We have entered into a referral arrangement with an insurance broker who refers prospective clients to us for financial planning. If the client engages our services, we pay the insurance broker 20% of the financial planning fees received. Clients referred to us by the insurance broker do not pay higher fees than non-referred clients.

Item 15: Custody

Under government regulations we are deemed to have custody of client assets if you authorize us to instruct the custodian to deduct our investment advisory fees directly from your account, or if we otherwise have control or authority over assets in your account. Other than the deduction of fees, we do not have custody of your funds or securities.

As explained in Item 12 – Brokerage Practices above, you will open and maintain your investment accounts with a qualified custodian. The custodian will send account statements directly to you on at least a quarterly basis. These account statements will reflect all securities held as well as any transactions that occurred in the account, including the deduction of our investment management fee. We urge you to review the account statements received from your custodian and compare them to any invoices or reports you receive from us. We encourage you to contact us at the phone number on the cover of this Disclosure Brochure with any questions about your statements, invoices, or other reports.

Item 16: Investment Discretion

With our Investment Management Services, you grant us discretionary authority to buy and sell securities in your accounts. This authority is established and agreed upon in the Investment Management Agreement. You will also grant us discretionary authority through an agreement between you and the custodian that holds your brokerage account. With this authority we can transact securities without obtaining approval or consent from you prior to effecting the transaction. However, these transactions are subject to the investment strategy we have established with you.

Recommendations made under our Financial Planning Services made with regard to accounts for which we do not provide Investment Management Services are provided on a non-discretionary basis. You are responsible for initiating any transactions necessary to implement our recommendations.

Item 17: Voting Client Securities

You will receive proxy statements and other solicitations from the custodian that holds your brokerage account. We do not accept voting authority for securities held in your investment accounts, and we do not provide advice to clients on how to vote proxies. In addition, we do not take any action on behalf of clients or provide advice to clients with regard to any class action lawsuit or bankruptcy related to securities held in your investment accounts.

Item 18: Financial Information

We do not require or solicit prepayment of \$500 or more in fees per client, six months or more in advance. Therefore, we are not required to include our balance sheet in this section. We do not have any financial condition reasonably likely to impair our ability to meet our contractual requirements to you. We have not been the subject of a bankruptcy petition at any time.

Item 19: Requirements for State-Registered Advisers

Huyen T. Nguyen is the sole owner and manager of our firm. Her formal education and business background can be found on the accompanying Form ADV Part 2B Brochure Supplement.

Other than the advisory services described in this Disclosure Brochure, our firm is not engaged in any other business activities.

Neither our firm nor any of its supervised persons are compensated for advisory services with performance-based fees.

Neither our firm nor any of its supervised persons have been involved in any award resulting from an arbitration claim, or civil, self-regulatory, or administrative proceeding.

Neither our firm nor any of its management persons have any relationship or engagement with any issuer of securities.

Important Information Regarding Retirement Account Rollovers

ERISA Fiduciary Advisor Acknowledgment

As a result of providing fiduciary investment advice to plan sponsors, plan participants, and IRA owners, we are a Fiduciary Advisor under Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and as applicable, the Internal Revenue Code of 1986, as amended (the "Code"). For details regarding our services, please review Item 4 – Advisory Business above. We will provide additional disclosures at the time of providing advice or making recommendations regarding any retirement savings account.

Retirement Account Rollover Options

You have options regarding retirement account rollovers. When you leave an employer, you typically have four options regarding assets in your existing retirement plan. You may:

- roll over the assets to your new employer's plan, if available, and rollovers are permitted;
- leave the assets in your former employer's plan, if permitted;

- roll over the assets to an Individual Retirement Account (IRA); or
- cash out the account value (tax consequences generally apply).

If our firm recommends that you roll over retirement assets into an account that we will manage, such a recommendation creates a conflict of interest because our firm will earn fees as a result of the rollover. As a Fiduciary Advisor, we mitigate this conflict of interest by disclosing it and ensuring that a recommendation to roll over retirement savings is in your best interest.

You are not under any obligation to roll over retirement savings to an account managed by our firm.

Privacy Policy

We recognize our relationships with current and prospective clients are based on integrity and trust. We work hard to maintain your privacy and to preserve the private nature of our relationship with you. We place the highest value on the information you share with us. We will not disclose your personal information to anyone unless it is required by law or at your direction. We will not sell your personal information. We want you to understand what information we collect, how we use it, and how we protect your personal information.

Why We Collect Your Information

We gather information about you so we can help design and implement the investment and financial planning related services we provide you; and to comply with the Federal and State laws and regulations that govern us.

What Information We Collect and Maintain

We may collect the following types of "nonpublic personal information" about you:

- Information from our initial meeting or subsequent consultations about your identity, such as your name, address, social security number, date of birth, and financial information.
- Information we generate to service your financial needs.
- Information we may receive from third parties, such as the custodian who holds your account(s).

What Information We Disclose

We are permitted by law to disclose nonpublic information about you to unaffiliated third parties in certain circumstances. We may disclose your information: (1) to individuals and/or entities not affiliated with our firm, including, but not limited to certain service providers (e.g., broker-dealer, sub-advisers, account custodian) as necessary to service your account(s); (2)

to your authorized representative or power of attorney; or (3) otherwise permitted to do so in accordance with the parameters of applicable federal and/or state privacy regulations.

Because we share nonpublic information solely to service your account(s), you may not opt out of allowing us to share your information. In the event we have a change to our business practices which allows nonpublic information to be shared with other third parties, our Privacy Policy will be amended to allow you the opportunity to opt-out of such disclosure.

How We Protect Your Personal Information

Privacy has always been important to us. We restrict and limit access to client information only to those who need to carry out their business functions. We safeguard client information by preventing its unauthorized access, disclosure, or use. We maintain physical, electronic, and procedural safeguards to protect your confidential personal information. Arrangements with companies or independent contractors not affiliated with our firm will be subject to confidentiality agreements.

Former Clients

Even if we cease to provide you with financial services, our Privacy Policy will continue to apply to you, and we will continue to treat your nonpublic information with strict confidentiality.

Contact Us

You are encouraged to discuss any questions regarding our privacy policies and procedures directly with Huyen T. Nguyen, Chief Compliance Officer at (717) 809-0505 or huyen@inclusivewealthfp.com for further information.

Business Continuity Plan

We have developed a Business Continuity Plan that outlines how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information.

Contacting Us. If after a significant business disruption, you cannot contact us as you usually do, you may attempt to contact us using one of the methods shown below to receive further instructions. If you cannot access us through these alternate means, you may contact the custodian who holds your account for assistance with your account. Contact information for your custodian may be found on your account statement.

Our Plan. We plan to quickly recover and resume business operations after a significant business disruption and respond

by safeguarding our employees and property, protecting the firm's books and records, and allowing our clients to transact business. In short, our Plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our Plan addresses: data backup and recovery; mission critical systems; alternative communications with clients, employees, regulators, and critical business constituents; alternate physical location of employees; and assuring our clients prompt access to their funds and securities if we are unable to continue our business.

Varying Disruptions. Significant business disruptions can vary in their scope, such as only our firm, the city where we are located, or the whole geographic region. The severity of the disruption can also vary from minimal to severe. Our Plan is flexible enough to address a variety of disruptions. We are able to work virtually from any location with Internet access, and we anticipate being able to resume business operations promptly in most scenarios. We will provide you with further instructions through the phone number or website listed below. If the significant business disruption is so severe that it prevents us from remaining in business, you still have access to your funds and securities directly through your account custodian.

For More Information. If you have questions about our Plan, you can contact Huyen T. Nguyen, Chief Compliance Officer at (717) 809-0505 or huyen@inclusivewealthfp.com for further information.



Inclusive Wealth Financial Planning, LLC

CRD No. 328906

54 White Oak Boulevard Mechanicsburg, PA 17050 info@inclusivewealthfp.com www.inclusivewealthfp.com (717) 809-0505

Brochure Supplement

Form ADV Part 2B

March 7, 2025

Huyen T. Nguyen

Item 1: Cover Page

This Brochure Supplement provides information about Huyen T. Nguyen, CFP® that supplements the Disclosure Brochure of Inclusive Wealth Financial Planning, LLC. You should have received a copy of that Disclosure Brochure. Please contact Huyen at (717) 809-0505 or huyen@inclusivewealthfp.com if you did not receive the Disclosure Brochure or if you have any questions about the contents of this Brochure Supplement.

Additional information about Huyen T. Nguyen, CFP® is available on the SEC's website at www.adviserinfo.sec.gov which can be found using her CRD No. 7560502.

Item 2: Educational Background and Business Experience

Born: 1981

Educational Background

- Penn State University, Master of Finance, 2021
- Duguesne University, BSBA, 2004

Business Experience

 September 2023 to Present: Inclusive Wealth Financial Planning, LLC, Owner, Investment Adviser Representative, Chief Compliance Officer

- October 2023 to December 2024: Guiding Wealth LLC, Financial Planner and Resident
- April 2022 to September 2023: LifeGuide Financial Advisors, LLC, Financial Advisor
- July 2014 to April 2022: HM Health Solution/United Concordia, Underwriter
- January 2014 to April 2014: Jackson Hewitt, Tax Preparer

Professional Designations, Licensing, and Exams

CERTIFIED FINANCIAL PLANNER®, 2024

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

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

- Education Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination Pass the comprehensive CFP® Certification Examination. The six-hour examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- Experience Complete at least three years (at least 6,000 hours) of full-time financial planning-related experience or complete at least two years (at least 4,000 hours) of full-time financial planning-related experience while under the supervision of a CFP® Professional; and
- Ethics Agree to be bound by CFP Board's Code of Ethics and Standards of Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

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

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

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

Item 3: Disciplinary Information

Huyen has never been involved in an arbitration claim of any kind and has never been found liable in a civil, self-regulatory organization, or administrative proceeding.

Item 4: Other Business Activities

Huyen is not involved in any other business activities..

Item 5: Additional Compensation

As an owner of Inclusive Wealth Financial Planning, LLC, Huyen receives economic benefit from the overall profitability of the firm, but does not receive any additional compensation from non-clients for providing advisory services.

Item 6: Supervision

As Owner and Chief Compliance Officer of Inclusive Wealth Financial Planning, LLC, Huyen is responsible for supervision. Supervision is administered through the application of and adherence to written policies and procedures. She may be contacted at the phone number on this Brochure Supplement.

Item 7: Requirements for State Registered Advisers

Huyen has never been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.