

## Harvest Financial Partners, LLC

### DISCLOSURE BROCHURE

This Brochure provides information about the qualifications and business practices of Harvest Financial Partners, LLC, which also uses “Harvest Financial Partners” as a business name. If you have any questions about the contents of this Brochure, please contact either of us at the telephone number or email address shown on this page.

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.

Additional information about us also is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Registration as an Investment Adviser does not imply any level of skill or training.

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**For more information:** To get our DISCLOSURE BROCHURE or PRIVACY NOTICE, email or telephone either of us, or send your request to us at our address shown above.

Date of this Brochure: October 29, 2019

## **2. Material Changes**

On October 24, 2019, we became registered with the U.S. Securities and Exchange Commission.

Otherwise, there is no material change from our preceding Brochures dated September 19 and March 19, 2019 and March 23, 2018.

### 3. Table of Contents

Our Brochure follows the order and numbering of items and subitems in Form ADV's Part 2A. Each item heading's text is as required by law.

As further aids to readers, our Brochure includes many cross-references in its text, and a set of "Definitions and specially-used words", which begins at page 20.

2.	Material Changes.....	2
3.	Table of Contents .....	3
4.	Advisory Business.....	5
4.A	About Harvest Financial Partners .....	5
	Who owns Harvest Financial Partners?.....	5
4.B	Services we offer.....	5
	Investment advice.....	5
	Financial planning/consulting .....	6
	Retirement Plan consulting .....	6
4.C	How we tailor our services.....	7
	About investment restrictions.....	7
4.D	Not a wrap-fee program .....	7
4.E	Assets under our management or advice.....	7
5.	Fees and Compensation.....	7
5.A	We are a fee-only adviser .....	7
	Financial planning/consulting services fees .....	8
	Retirement Plan consulting fees .....	8
5.B	Ways to pay our fee.....	8
	When do you pay fees? .....	9
5.C	Others' fees and expenses .....	9
5.D	When you pay us.....	9
5.E	No commissions or sales compensation.....	9
6.	Performance-Based Fees and Side-by-Side Management.....	10
7.	Types of Clients.....	10
8.	Methods of Analysis, Investment Strategies and Risk of Loss .....	10
8.A	Our analysis and investment strategies .....	10
8.B	Risks of our investment strategies .....	11
8.C	Risk of particular types of securities .....	11
	Stocks .....	11
	Bonds.....	11
	Mutual funds and exchange-traded funds .....	12
	Fund share classes .....	12
9.	Disciplinary Information .....	12
10.	Other Financial Industry Activities and Affiliations .....	12
10.A	No broker-dealer registration .....	12
10.B	No commodities registration .....	13
10.C	No related person to disclose .....	13
10.D	No recommendation of another Investment Adviser .....	13
11.	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	13
11.A	Code of Ethics.....	13
11.B	No conflict from recommending a security we have a stake in .....	13
11.C	No conflict from investing in the same securities we recommend .....	13
11.D	No conflict from trading securities around the time of our recommendation .....	14

12. Brokerage Practices.....	14
12.A    Suggesting a Custodian.....	14
Research and other soft-dollar benefits .....	14
Directed brokerage .....	15
12.B    Aggregation of client trades .....	15
13. Review of Accounts .....	15
13.A    Periodic reviews.....	15
13.B    Extra reviews .....	15
13.C    Our reports to you .....	16
14. Client Referrals and Other Compensation.....	16
14.A    Indirect payment of our fee .....	16
14.B    Solicitors .....	16
15. Custody .....	16
16. Investment Discretion .....	17
17. Voting Client Securities.....	17
17.A    We do not vote your proxies .....	17
Corporate actions.....	17
17.B    How you get proxies .....	17
18. Financial Information.....	17
18.A    No prepayment.....	17
18.B    Our financial condition .....	17
18.C    No bankruptcy.....	18
19. Requirements for State-Registered Advisers.....	18
20. How we meet ERISA’s reasonable-contract rule .....	18
21. Best-Interest promise for retirement investors .....	19
22. Definitions and specially-used words.....	20
23. Supplement – Jim’s and John’s education and business experience .....	23
23.A    Educational Background and Business Experience .....	23
23.B    Disciplinary Information.....	24
23.C    Other Business Activities .....	24
23.D    Additional Compensation .....	24
23.E    Supervision .....	24
23.F    Requirements for State-Registered Advisers .....	24

## 4. Advisory Business

Harvest Financial Partners, LLC [“Harvest” or “we”, “us”, “our”] offers investment and financial-planning advice. Our advice might include investment management—that is, discretionary investment advice where we make investment decisions for you. Our advice might include non-discretionary investment advice, in which we present recommendations about what investments you should buy, hold, or sell but you make your decisions and may instruct us to implement those decisions. Our advice might include financial planning in a range of areas including retirement and estate planning, insurance, charitable giving or gifting, risk management and budgeting. Our advice might include suggestions influenced by our understanding of accounting, tax law, or other legal issues, but we do not give accounting, tax, or legal advice.

This Brochure uses “you” and “your” to refer to a client, whether he or she is a natural person, or it is a non-natural person or entity. However, some parts of the text use “you” and “your” to refer to a *prospective* client who or that considers whether to engage our services. Likewise, the cover page’s use of “you” includes any reader of our Brochure.

Usually, we offer our advice in one of three kind of services; these are described under “Services we offer”, which begins at page 5.

Our service is governed by a written Agreement (or Agreements) with our client. An Agreement may impose restrictions and conditions beyond those described in our Brochure. Only we and our client (or his, her, or its duly authorized representative) may negotiate or enforce our Agreement.

### 4.A About Harvest Financial Partners

Harvest has been in business since March 2008. We are a fee-only Investment Adviser. We also offer financial-planning services and Retirement Plan consulting. We work, or can work with individuals, Retirement Plans, trusts, estates, charitable organizations, corporations and other business entities. Harvest is an independent firm; we have no common ownership with any broker-dealer, insurance agency or company or any accounting or law firm.

### Who owns Harvest Financial Partners?

The principal Owners of Harvest are James J. Wright [“Jim”] and John G. Fattibene [“John”].

### 4.B Services we offer

Our three primary service offerings are:

- investment advice;
- financial-planning services;
- Retirement Plan consulting.

### Investment advice

Most of our investment advice is related to stocks, bonds, mutual funds, exchange-traded funds [“ETFs”], or similar diversified funds.

We offer investment management on a discretionary basis—that is, we make and implement the investment decisions for the accounts you tell us to manage. Sometimes, you may have an account for which we manage most of the account but a portion of it follows your investment decisions. In that situation, we can discuss your ideas, and help implement your decisions.

We offer investment advice on a non-discretionary basis—that is, we make recommendations, and you decide whether to accept or reject them. Also, we can discuss your ideas, and give you our advice about them. Whether a decision is based on our recommendation or your idea, we can help implement your decisions.

### **Financial planning/consulting**

Harvest can offer advice and guidance on a range of financial issues like retirement planning, college savings, insurance, estate planning. These services may be included for a client who uses us for investment advice. We may also offer financial planning or consulting as a standalone service. When we offer financial planning as a standalone service it may be for a specific project, a specified time, or an ongoing relationship.

We also offer a service, where for a set fee, we are available to advise on many financial issues or questions that arise.

### **Retirement Plan consulting**

We can offer advice to Retirement Plans. All of our advice for this service is non-discretionary—that is, we present recommendations, but the Retirement Plan's administrator or other named Fiduciary decides.

We can provide this service to almost any kind of Retirement Plan, including a pension (including cash-balance), money-purchase, profit-sharing, employee-stock-ownership, 401(k), 403(b), or 457(b) plan, a deferred compensation plan, or other arrangement for retirement savings.

We gather and review information on each Retirement Plan to consider the Plan's objectives and needs. Our tasks in this consulting service may include:

- preparing a Retirement Plan's Investment Policy Statement;
- analyzing Investment Alternatives;
- presenting recommendations to help select Investment Alternatives;
- monitoring Designated Investment Alternatives' investment performance;
- reporting on the past performance of Designated Investment Alternatives;
- furnishing Investment Education to Participants;
- providing advice to Participants.

We provide these services according to a written Agreement—usually, our RETIREMENT PLAN CONSULTING AGREEMENT.

A Retirement Plan that wants to provide particular advice to the Plan's Participants may engage us to provide individualized non-discretionary advice as explained in this Brochure.

Under any service, we do not have to check information we received from you or from your lawyer, accountant, and other professionals. (If you ask, we may suggest other professionals to help you implement your financial planning. We use reasonable efforts to check that a professional is licensed, and to consider whether others were satisfied with the professional's services. You never need engage anyone we suggest.)

Please tell us about changes to your financial situation or investment objectives so we can review, evaluate, and revise our previous advice.

#### **4.C How we tailor our services**

We are willing to tailor our services to meet your needs and preferences. We primarily do this through our initial interviews and in ongoing conversations where we attempt to understand your unique financial circumstances and issues.

For investment-management clients, Harvest does not use “model” portfolios. Rather stock selection and weightings may be tailored to each client’s situation, so investment portfolios among our clients may look very different. This can lead to very different investment results among our clients. However, it is not unusual that a specific security will be held in many clients’ accounts.

Even for a discretionary account, we will also take your direction, so if you have specific securities you would like to buy, hold, or sell, we will follow your instructions. Do not be surprised if we try to dissuade you from those of your ideas that are different from what we would decide. And if you want us to implement your decision, your instructions must be accurate, complete, and clear, so we know what you want and exactly how to do it.

For a financial-planning client, we typically focus on answering your questions as they arise rather than preparing a financial plan. We can provide a financial plan if you desire it. This plan could discuss in general terms areas including retirement cash flow projections, asset allocation, college savings, insurance adequacy and risk assessment, and tax and estate planning.

For advice to a Retirement Plan’s Participant about how to invest his or her Plan account, we limit our management or advice to the Plan’s Investment Alternatives. If a Participant has a self-directed brokerage option available under his or her Retirement Plan, we may make suggestions about specific securities to buy or sell in that account. If a Participant desires, we can incorporate assets held outside the Retirement Plan into our advice.

#### **About investment restrictions**

Another way we tailor our services to meet your needs and preferences includes investment restrictions. For discretionary management, you may direct us not to invest in a particular investment, or in a kind of investment, that you specify clearly enough so we can apply your restriction. We reserve the right to decline an account if we believe the investment restrictions placed on its management is onerous.

#### **4.D Not a wrap-fee program**

None of our services involves a wrap-fee program.

#### **4.E Assets under our management or advice**

As of December 31, 2018, Harvest had \$76,908,108 of assets under our management, with \$72,825,948 on a discretionary basis, and \$4,082,160 on a non-discretionary basis. Also, we advised Participant-directed Retirement Plans that had, as of December 31, 2018, \$26,337,726 in assets; we do not count that amount in assets under our management.

### **5. Fees and Compensation**

#### **5.A We are a fee-only adviser.**

We are compensated for our advice solely by fees *you* pay us. We accept no commissions, trails, or other types of compensation. We do not view the tools and research we receive from Charles Schwab to be compensation. Those services are provided to any Investment Adviser using Charles Schwab as a broker-

dealer or Custodian, and Charles Schwab provides many of the services even to an individual who, without an Investment Adviser, uses Charles Schwab as a broker-dealer or Custodian.

Our fee might be a percentage of assets under our management or advisement. Our fee might be measured by the time we work for you. Our fee might be an amount fixed for a specified project or task. Our fee might be a combination of these and other measures.

Our fee for discretionary investment management or non-discretionary investment advice is (expressed on an annualized basis) no more than 1.00% of your assets under our management or advice. We may negotiate fees with you.

Typically, we provide incidental financial-planning services for such a client. But some financial-planning services might be for an additional fee, which would apply only if you agree to it.

If a client authorizes the use of margin, and margin is thereafter employed by Harvest in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to Harvest will not be increased.

#### **Financial planning/consulting services fees**

We typically charge a fixed fee or hourly fee for financial planning or consulting services. Our financial planning and consulting fees generally range from \$250 to \$4,000 on a fixed-fee basis, or \$350 an hour, depending on the level and scope of the services and the professional rendering the financial-planning or consulting services. We may also offer a service where clients agree to pay a monthly fee ranging from \$50-\$200 month to have us available to answer financial-planning questions as they arise.

To engage us to provide financial-planning or consulting services, you must enter into a written Agreement. An Agreement states the terms and conditions of the engagement, describes the scope of our services, and states the portion of the fee due after we commenced work but before completion. Usually, we require you to pay a portion of the financial-planning or consulting fee (estimated hourly or fixed) promptly on making the Agreement but before completion of the service. However, we may limit any advance so a prepaid fee (if any) does not exceed \$500 for more than six months. The balance is generally due on delivery of the financial plan or completion of the agreed-on services. Either party may end the Agreement by written notice to the other. If you end our financial-planning or consulting services, we will refund to you the remaining balance (if any) of our unearned fee.

#### **Retirement Plan consulting fees**

For Retirement Plan consulting where we serve as an adviser, our fee is no more than 0.50% of the Plan's assets for a year; all fees can be negotiated.

If you or Harvest end this service so that we worked less than all of a fee-measurement period (usually, a quarter-year), we will adjust the fee so it is proportional to the portion of the period we worked.

We have a minimum fee of \$800 per year for our Retirement Plan consulting service. For a start-up or very small Plan, this minimum fee could be more than 0.50% of the Plan's assets.

#### **5.B Ways to pay our fee**

For fees measured on your assets under our management or advice, Harvest generally bills our fees on a quarterly basis. You may choose to be billed directly for fees, or to instruct your Custodian to directly debit our fees from your Investment Account. Fees are not prorated for each capital contribution and withdrawal made during the calendar quarter. An account initiated or terminated during a calendar quarter is charged



a prorated fee. On termination of an account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

A Retirement Plan may pay our fee in either of these ways:

**Employer pays:** An Employer may pay our fee, paying it from the Employer's money without using the Retirement Plan's assets. Concerning a Governmental Plan, we may refuse to accept payment from an Employer if we believe that the Employer lacks authority to pay our fee.

**Plan pays:** A Retirement Plan may pay our fee. To do so, the Plan's Independent Plan Fiduciary must have and use a power to pay us, or to instruct a trustee or insurer to pay us. If the Plan pays our fee, the Independent Plan Fiduciary decides how to allocate that expense among the Plan's accounts, which may include Participants' Plan Accounts.

#### **When do you pay fees?**

For a fee measured on assets under our management or advice, fees are paid on quarterly periods.

For a fee measured on time worked (or as a fixed amount), you must pay promptly after we deliver our fee statement.

We also can bill for some services on a monthly, quarterly or annual basis.

#### **5.C Others' fees and expenses**

Investing your assets will incur fees and expenses besides our fees. Those additional fees and expenses are not our fees. If you invest in a mutual fund or exchange-traded fund, you will bear a share of the fund's expenses. If you use a Custodian, you might incur or bear transaction fees, commissions, or other brokerage costs. A trust or insurance contract might involve fees and expenses. A Retirement Plan may allocate some or all of the Plan's expenses to be charged against Participants' Plan Accounts, or even against a particular Participant's Plan Account.

#### **5.D When you pay us**

For a fee measured on assets under our management or advice, we do not require or permit you to pay our fee in advance. We use this restriction so that we do not have custody of your money in a way that could impose extra rules on us. If you or we ended a service so that we worked less than all of a fee-measurement period, we will adjust the fee so it is proportional to the portion of the period we worked.

For a fee not measured on assets under management or advice, we may ask for a portion of the fee paid to us as a deposit. We limit any advance so that we do not have custody of your money. If you or we ended the service so that we did not complete the task, we would adjust the fee to reflect the work performed and either bill you or refund you the balance.

Our Agreement obligates you to pay promptly for work we have done.

#### **5.E No commissions or sales compensation**

We do not accept compensation for the sale of fund shares, any other securities, or any investment product. We do not face the conflicts of interest posed by allowing compensation that could influence what investments we choose or recommend.

## 6. Performance-Based Fees and Side-by-Side Management

We do not accept any performance fee—that is, a fee based on a share of capital gains on, or capital appreciation of, the assets under our advice or management. So, we do not face the conflicts of interest posed by such a fee. A performance-based fee could create an incentive for an adviser to recommend an investment that might carry more risk to you.

## 7. Types of Clients

We consider as clients an individual, a business, a trust, an estate, a charitable organization, or a Retirement Plan, among others. We may advise another Investment Adviser. We may advise a lawyer, accountant, or other professional to support his or her investment advice incidental to the practice of his or her profession.

We choose whether we want to accept a client. Usually, we will accept a client if the circumstances allow us to provide a useful service for a reasonable fee.

Harvest usually has no minimum fee, except for Retirement Plan consulting, where we have an \$800 per year minimum fee. We may ask for a minimum fee in some other circumstances.

## 8. Methods of Analysis, Investment Strategies and Risk of Loss

### 8.A Our analysis and investment strategies

Harvest invests in stocks and bonds as well as exchange-traded funds and mutual funds (collectively referred to as funds) for its clients. These securities are typically very liquid and have prices provided by third parties that are highly reliable.

Harvest performs what is typically described as fundamental analysis on individual stocks and bonds it considers purchasing for client portfolios. Fundamental analysis includes reviewing company balance sheets, income and cash flow statements as well as other company-specific information. We also might read reports analyzing a company that are written by others. The purpose of fundamental analysis is to form an opinion that the security being reviewed is priced at, above, or below its underlying value. Risks in this method of analysis include flaws in arriving at underlying value, market conditions never allowing market prices and underlying value to converge, or the impact of unforeseen events on market prices or underlying value.

When we purchase an individual stock, we look for those that pay a *dividend*, or will soon pay one. We consider that important as it often (but not always) indicates that the company is financially strong and that the company's management is optimistic about its future. Other factors that go into our stock selection process are *size*, we typically buy larger companies as measured by market capitalization, and what we term *quality*, meaning firms that have strong balance sheets and market positions, and earn high returns on equity and invested capital. We also pay close attention to *valuation*, preferring to buy stocks when they appear inexpensive compared to the company's earnings, assets or cash flow.

When we purchase individual bonds, we look for bonds considered investment-grade by the ratings services, Standard & Poor's and Moody's. Investment-grade bonds typically have low credit default risk. Once satisfied that the risk of default is low, we consider maturity, return, and availability. Sometimes, a

bond may move below investment-grade after purchase. We may continue to hold the bond, or we may sell it.

When looking at funds, we examine the fund's objectives, past performance, management tenure and investment process to determine its appropriateness for use by our clients. We will also talk with the fund companies on periodic basis to better understand its investment approach. For index funds, we look at how closely the fund has mirrored its benchmark and its management fee.

We emphasize that we personalize our client's investment strategy, as we describe in "How we tailor our services" at page 7. We often use a combination of individual stocks and bonds, complemented with funds to provide a broadly diversified portfolio for our clients. Some clients ask us to buy only stocks; others, just bonds; and others, just funds. Our goal is to manage a portfolio that is best for the client's needs, desires, objectives, and risk tolerance.

### **8.B Risks of our investment strategies**

Investing in securities involves risks of losses you should be ready to bear.

Many people are familiar with a warning that an investment's past does not predict its future. Likewise, although there is some evidence to support the idea that, in the past, asset allocation was effective in diversifying risks, no one can predict the future. Every investment strategy bears the risk that there is no way to know that it will work.

### **8.C Risk of particular types of securities**

All securities involve risks. In this subitem, we focus on significant or unusual risks.

#### **Stocks**

Stocks represent the ownership interest in a business. When we purchase a stock, we expect it to rise in price and to pay its dividend. The risks with any stock purchase could be:

- Our fundamental analysis could be incorrect and the stock may decline in price.
- The company's management could make poor decisions and the value of the company (and therefore the stock's price) may decline.
- The broad stock market declines and the stock (or stocks) we purchased could follow the market down.
- Poor business performance or lack of access to capital markets could cause the company to suspend its dividend.
- The company may encounter financial issues, such as an inability to refinance debt, which could cause its share price to decline or threaten the company's solvency.

#### **Bonds**

When we purchase a bond for you, we expect you to earn a positive total return (interest income plus/minus change in value of the principal), assuming you hold the bond until maturity. The major risk you take when you invest in a bond is that the entity (corporation, municipality, enterprise, or government) fails to make timely interest payments or fails to pay back some or all of the value of the bond at maturity.

Other risks include interest rate risk and liquidity risk. When interest rates rise, bond prices decline. Most bonds do not trade on an exchange, rather all purchases and sales have to be negotiated in the over-the-counter market. So, there is no guarantee that if you need or want to sell a bond that you can find a willing buyer at, what we would consider, a fair price. While we typically try to mitigate both these risks by holding the bonds you purchase to maturity, a need to sell bonds prior to maturity could lead to losses from either or both of these risks.

### **Mutual funds and exchange-traded funds**

We typically buy mutual funds and exchange-traded funds to provide our clients with exposure to classes of investments where we do not select individual investments. Examples include smaller-company stocks, international and emerging-markets stocks and bonds, real estate, and commodities. These funds have the same risks as the fund's underlying investments, so, for example, a bond fund is subject to default and interest rate risk among others. Some unique risks of funds include:

- Information we receive about a fund could be wrong.
- A fund's future investments could differ from what we assumed when we suggested the fund.
- A fund's management could change.
- A fund could change its strategy.
- A fund's expenses (for the manager's fee or other expenses) could increase.

We review funds for past performance, and for our outlook on continuing suitability. Also, we might review a fund if it shows underperformance for an extended time, if the fund changes its management, if the fund changes its strategy, or if the fund increases its expenses.

### **Fund share classes**

We will also review the share classes a fund has available to purchase. Some funds have lower-cost share classes available to us that typically incur a transaction fee to buy or sell. Higher-cost share classes typically may be purchased without a transaction fee. When we decide which share class to buy, we will consider the total cost to you and whether we might choose to dollar-cost-average your money into the fund over time, or invest all at once. Other factors we might consider include the size of your purchase and your potential holding period. Making choices about trade-offs between recurring expenses and transaction fees depends on how much we know about you and your circumstances, including anticipated additions to and payouts from your account. So, tell us about any change you know about, and any change you are considering.

Unlike others you might have read or heard about, we have no compensation interest or other conflict of interests about which investments—including funds, and share classes of them—we select for you (or recommend to you).

## **9. Disciplinary Information**

There is no legal or disciplinary event that is material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

## **10. Other Financial Industry Activities and Affiliations**

### **10.A No broker-dealer registration**

Neither Harvest Financial Partners, LLC nor any management person of it is registered (or has applied to register) as a broker-dealer or as a registered representative of a broker-dealer.

**10.B No commodities registration**

Neither Harvest Financial Partners, LLC nor any management person of it is registered (or has applied to register) as a futures commissions merchant, commodity pool operator, or commodity trading advisor, or as an associated person of such a business.

**10.C No related person to disclose**

We have no advisory affiliate or other person under common control with us, or any management person of us, who or that is in an accounting, banking, insurance, law, securities, commodities, real estate, or other investment-related business this subitem calls us to disclose.

John is admitted to practice law, but is inactive. We do not (and he does not) have any relationship or arrangement concerning any lawyer or law firm that affects our business.

**10.D No recommendation of another Investment Adviser**

We do not select or recommend another Investment Adviser. We do use funds, each of which is managed by another adviser.

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

**11.A Code of Ethics**

Harvest has a code of ethics with standards of conduct expected of our supervised persons—our principal Owners and, if any, our employees—and requires compliance with securities law. Our CODE OF ETHICS includes policies designed to prevent the unlawful use of material nonpublic information by us or our supervised persons. You may request a copy of our CODE OF ETHICS.

**11.B No conflict from recommending a security we have a stake in**

We do not recommend a security in which we have, or a related person of us has, a material financial interest.

- We do not buy a security from a client, or sell a security to a client.
- We do not act as a general partner of a partnership in which we solicit your investment.
- We do not act as Investment Adviser to any investment company.

As explained under the next two subitems, our clients' trading could not meaningfully affect the market price of a security in a way that could result in a benefit for anyone at Harvest.

**11.C No conflict from investing in the same securities we recommend**

Jim or John might invest in the same securities we recommend to clients.

We do not consider it a conflict of interest that a client buys or sells a security that Jim or John holds, or that Jim or John buys or sells a security that a client buys, holds, or sells. Even if all our clients bought, or all our clients sold, a security, our clients' transactions would be insignificant regarding the markets' transactions in any publicly-traded security, and so could not meaningfully affect the market price of a security in a way that could result in a benefit for Jim, John, or anyone at Harvest.

If Jim or John buys (or sells) a security (beyond fund shares or non-reportable securities) around the same time as our clients, we may use either of the following ways to avoid a conflict. We may include Jim and John as part of a larger order (see "Aggregation of client trades" at page 15). This ensures Jim or John does

not receive a price more favorable than our clients' price. Otherwise, Jim or John will not buy or sell a stock or bond personally until after we have submitted all clients' orders.

#### **11.D No conflict from trading securities around the time of our recommendation**

As explained above, we manage or delay Jim's and John's personal trading so neither Jim nor John can benefit from his knowledge about what we decide or advise for clients.

## **12. Brokerage Practices**

We place and execute a client's transactions through a qualified Custodian.

### **12.A Suggesting a Custodian**

We suggest you choose Charles Schwab as the Custodian for your Investment Account.

For Retirement Plans, we sometimes suggest that a Plan's administrator use Employee Fiduciary Corporation as its recordkeeper, and use MG Trust Company, LLC as the Plan's Custodian, or use services of The Vanguard Group, Inc., including Vanguard Fiduciary Trust Company and unaffiliated service providers.

We are not a broker-dealer, and every Custodian we might suggest (including those mentioned above) is unaffiliated with us. Likewise, every Custodian (including those mentioned above) does *not* endorse us.

Although choosing your Custodian always is your choice, choosing a Custodian we suggest often is a practical condition to a relationship with us. Not having the right computer information feeds—from the Custodian to us, and from us to the Custodian—could make it impractical for us to advise you, and might make it so impractical that we would decline to accept you as a client.

As explained under "Others' fees and expenses" at page 9, separate from our fees a Custodian has its own commissions, fees, and charges. We receive no part of those commissions, fees, and expenses.

Some factors that we consider in suggesting a Custodian include the Custodian's information reporting to us, financial strength, reputation, execution, pricing, research, and other services.

### **Research and other soft-dollar benefits**

We sometimes receive research and other services other than execution from a broker-dealer or other Custodian. The research we receive may include research created or developed by the Custodian, and research created or developed by another person (but provided by the Custodian). Harvest receives from Charles Schwab, without cost to us, computer software, services, and related systems support, which allow us to better monitor client accounts maintained at Schwab. Receiving services might benefit us because we need not produce or pay for the services.

We could have an incentive to select or recommend a Custodian based on our interest in receiving the research or services, rather than on your interest in receiving the most favorable execution of your transactions. We believe such a compromising influence is limited because most, if not all, Custodians who work with Investment Advisers like Harvest offer research and other services to Investment Advisers. We made our decision to recommend Schwab independently of its research and other products or services. We use research in our work for all clients. We use other services commonly for all clients who use the Custodian that provides the service.

We do *not* direct (and have not directed) client transactions to a particular Custodian in exchange for soft-dollar benefits.

### **Directed brokerage**

Client-directed brokerage refers to a situation in which you direct us to execute securities transactions using a broker-dealer of your choosing other than your account's Custodian. Some big institutional investors do this to get a commission-recapture arrangement or to get research for the investor itself. These arrangements likely are unavailable to you. Likewise, client-directed brokerage might not lower your expenses or get you more favorable execution prices. Moreover, client-directed brokerage might cost you more money through extra fees.

Although we can work with other broker-dealers, we recommend you choose Charles Schwab because it makes the administration and management of your Investment Account much less complicated for us.

### **12.B Aggregation of client trades**

We aggregate or "batch" orders to buy or sell stocks or bonds if we find doing so would obtain better or more consistent execution. We receive no compensation from this batching.

When buying or selling a security beyond open-end fund shares, we may place our buy or sell order as an aggregated trade so our clients who under our decision or recommendation are buying or selling the same security on the same day (and each of Jim and John, if either has a personal securities transaction) buys or sells the security at the same price.

## **13. Review of Accounts**

### **13.A Periodic reviews**

For an investment-management or continuous-advice client, one of our two Managing Members reviews your information at least once a year. Also, we review your Investment Account in the course of our management or continuing advice to ensure that we make decisions or recommendations in line with your objectives. We review an Investment Account for changes in value, and for current suitability of its investments. We request that you periodically consider and reevaluate whether there have been changes in your current financial situation, family, or other circumstances, or in your needs or goals and that you update us whenever your circumstances change. If you do not, a lack of information could lead to us to buy or sell securities for you not in alignment with your objectives.

### **13.B Extra reviews**

We might review your Investment Account if we notice something unusual, which could include an increase in your requests for withdrawals that are not in keeping with your stated investment objectives, outlying performance of an investment, or your complaint.

Please tell us if your investment goals or your financial situation changes, or if you want to make changes to your investments.

We review funds for past performance and for our outlook on continuing suitability. Also, we might review a fund if it shows underperformance for an extended time, if the fund changes its management, or if the fund increases its expenses.

### **13.C Our reports to you**

For our investment-management clients, we might send you a written report when we consider that doing so might help you. Or you may request a report. An investment-management client receives statements from his, her, or its Custodian. Those statements, either monthly or quarterly, show all account activity and provide a list of your holdings.

## **14. Client Referrals and Other Compensation**

### **14.A Indirect payment of our fee**

With only one exception, we do not allow a person beyond you, our client, to provide an economic benefit to us for providing investment advice or other investment-advisory services.

We may allow an Employer to pay a Retirement Plan's fee. See "Ways to pay our fee" at page 8. We allow this only when we believe that the arrangement for indirect payment complies with Applicable Law, otherwise is reasonable, and the Independent Plan Fiduciary approves the arrangement.

### **14.B Solicitors**

We do not compensate any person for referring a client to us. However, we sometimes refer a client to a lawyer, accountant, or other professional, and some of them have referred clients to us. We suggest a lawyer, accountant, or other professional based on our views about the professional's capabilities—and not whether the professional has referred a client to us.

## **15. Custody**

We do not have custody of a client's securities or money.

You may authorize us to bill our fees to your Investment Account (if your Custodian cooperates with our arrangement). If we bill your Investment Account for our fee, we send your Custodian written notice of the amount of our fee to be deducted from your account. Also, we send each quarter's invoice to you. Our detailed invoice will show your assets under our management or advice on which our fee is based, the rates used to calculate our fee, and the period covered by the fee. You should use the invoice to check that our calculation of our fee is accurate, and to check that your Custodian deducts the correct amount.

Some Custodians have agreements, letters of authorization, instructions, and other arrangements under which you could grant us more power or authority than we want. We have the right to disaffirm any power or authority we do not want (except a power or authority necessary to perform discretionary investment management if we agreed to provide that service). Without limiting the comprehensive effect of the preceding sentence, we have the right to disaffirm any power or authority that we believe could cause us to have custody beyond our fee-collection standing instruction.

For each Investment Account, you get statements and other information from your Custodian. Usually, you should expect monthly or quarterly statements. A Custodian likely will furnish confirmations of all of your Investment Account's transactions. You should check every statement and every confirmation. And if you pay our fee from an Investment Account, you should check that each fee payment was correct.

If you receive any statement from us, you should compare it to statements you receive from your Custodians. Our statements may vary from a Custodian's statements based on accounting procedures (like



the treatment of accrued interest and dividends), reporting dates, or valuation methodologies of certain securities.

## **16. Investment Discretion**

If our Agreement so provides, we may accept discretionary authority to manage your Investment Account.

According to the SEC, an Investment Adviser (such as Harvest) has discretionary authority or manages assets on a discretionary basis if it has the authority to decide which investments to buy and sell for its client.

Conversely, if we recommend buying (or selling) an investment but lack authority to buy (or sell) it for you without your specific approval, we do not have discretionary authority.

## **17. Voting Client Securities**

### **17.A We do not vote your proxies**

We do not have, and do not accept, authority to vote your securities (or any investment).

Unless you affirmatively ask about a particular proxy or solicitation, we do not give advice about how you should vote your investments.

### **Corporate actions**

You may give us authority to decide your account's response to reorganizations and certain other corporate actions, which might involve tender offers, proposed mergers, rights offerings, exchange offers, and warrants. We will act for you only if you grant us authority in a form acceptable to us and your account's Custodian.

### **17.B How you get proxies**

Because we do not vote your investments, you should ask your Custodian whether and how you will receive proxies and other solicitations.

To ask for our advice about a particular proxy or solicitation, please contact Jim or John at an address shown on the cover page of this Brochure.

## **18. Financial Information**

### **18.A No prepayment**

We do not require or solicit prepayment of fees.

### **18.B Our financial condition**

We have no financial condition that is reasonably likely to impair our ability to meet our contract commitments to clients.

### **18.C No bankruptcy**

We have not been the subject of a bankruptcy petition during the past ten years.

## **19. Requirements for State-Registered Advisers**

Because we are an SEC-registered investment adviser, this item does not apply.

## **20. How we meet ERISA's reasonable-contract rule**

If the *Employee Retirement Income Security Act of 1974* ("ERISA") governs our duties to your Retirement Plan or your account is or includes an Individual Retirement Account, Health Savings Account, Archer Medical Savings Account, or Coverdell Education Savings Account, consider the disclosures described in this item. Also, read carefully your Agreement with us. The information also is useful concerning a Governmental Plan, or a church Plan that has not elected to be governed by ERISA.

ERISA tries to help make sure that a Retirement Plan gets a fair deal when it buys services. ERISA prohibits a Retirement Plan from buying a service unless:

- 1) the services are appropriate for the Plan,
- 2) the services are provided under a contract or arrangement that is reasonable,
- 3) the Plan pays no more than reasonable compensation for the service, and
- 4) nothing else about the situation involves self-dealing or something else that is prohibited.

A Labor department rule describes some conditions a contract must meet for it to be a reasonable contract. Our Brochure and our Agreement state the information required by the rule. (That we make these statements is not tax or legal advice, or any tax or legal opinion.)

**ERISA services and compensation disclosure:** You are responsible for deciding whether and on what terms to engage us. Consider the disclosures described below (including the other documents mentioned below or in our Agreement).

**Services:** Our services are as stated by our Agreement.

**Status:** We provide our services directly to a Retirement Plan as a Registered Investment Adviser and as a Fiduciary (within the meaning of ERISA or Internal Revenue Code § 4975) to the extent of our services provided by our Agreement.

**Direct compensation:** Our direct compensation is as stated by our Agreement.

**Indirect compensation:** We do not receive, except as disclosed under "Research and other soft-dollar benefits" at page 14, indirect compensation concerning a Retirement Plan or account.

**Compensation paid among related persons:** We will not, concerning our services under our Agreement, pay an affiliate or a subcontractor compensation set on a transaction basis, or charged directly against the Plan's investment and reflected in the net value of the investment.

**Manner of receipt:** Our direct compensation is paid from the Plan's assets, or from the Employer.

**Compensation for termination of contract or arrangement:** Our Agreement does not provide us compensation that results because of either party's termination of our Agreement. We remain entitled to compensation that accrued before the effective time of our Agreement's termination.

**Other documents:** You confirm having received our Disclosure Brochure, Privacy Notice, and every document our Agreement states you received.

## 21. Best-Interest promise for retirement investors

We confirm that Harvest Financial Partners [for this item, the "Financial Institution"] and each of Jim and John [for this item, an "Adviser"] act as a Fiduciary under the *Employee Retirement Income Security Act of 1974* ("ERISA") or the *Internal Revenue Code of 1986* (or both) when we render investment advice to you about an ERISA-governed Retirement Plan or your Individual Retirement Account, Health Savings Account, Archer Medical Savings Account, or Coverdell Education Savings Account (an "IRA").

We will adhere to these standards:

- 1) When we provide investment advice to you about whether you should make a contribution (including a rollover contribution to) or take a distribution (including an eligible rollover distribution) from an ERISA-governed Retirement Plan or an IRA, we provide investment advice that is in our view, at the time of the recommendation, in your Best Interest. As further defined in the next paragraph, such advice reflects the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk tolerance, financial circumstances, and needs of the retirement investor, without regard to the financial or other interests of Harvest, or Jim or John, or our affiliate, related entity, or person other than you.

Investment advice is in the "Best Interest" of a retirement investor when one acts with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk tolerance, financial circumstances, and needs of the retirement investor, without regard to the financial or other interests of the Adviser, Financial Institution, or any affiliate, related entity, or other party.

- 2) A transaction we recommend will not cause Harvest, or Jim or John, or our affiliate or related entity to receive, directly or indirectly, compensation for their services that is in excess of reasonable compensation within the meaning of ERISA § 408(b)(2) [29 U.S.C. § 1108(b)(2)] or Internal Revenue Code (26 U.S.C.) § 4975(d)(2).
- 3) Our statements to you about a recommended transaction, fees and compensation, material conflicts of interest, and any other matters relevant to your investment decisions will not be materially misleading when they are made.

## 22. Definitions and specially-used words

### **Agreement**

Means a client's agreement with us, under which you get and pay for our service, which could be one or more of the three kinds of services described under "Services we offer", which begins at page 5.

### **Applicable Law**

Means only law that applies to us in offering or performing our service.

### **Brochure or Disclosure Brochure**

Refers to a document that (including its Supplement, at page 23) we use to meet a rule that we furnish a written disclosure statement that contains the information required by SEC Form ADV Part 2A&B.

### **Custodian**

Refers to a bank, broker-dealer, trust company, insurance company, transfer agent, or other business that maintains for you an Investment Account or another account that reflects your investments.

### **Designated Investment Alternative**

Means a specific fund, security, or other investment that a Retirement Plan's Independent Plan Fiduciary or Employer identified as an Investment Alternative available for Participant-directed investment and intends as a "designated investment alternative" within the meaning of ERISA rules or, for a Retirement Plan not governed by ERISA, similarly intends as a choice for Participant-directed investment.

### **Employer**

Refers to the employer that sponsors, maintains, or makes available a Retirement Plan with which we have an Agreement, and includes its parents and affiliates, and the fiduciaries of the Retirement Plan. In context, an Employer also may refer to the employer a Participant works for (or left work from). Concerning a beneficiary or an alternate payee, the Employer refers to the employer or former employer of the Participant regarding whom a beneficiary's or an alternate payee's account or right is provided.

Because a typical Retirement Plan's Fiduciary (if any) is the Employer, a parent, subsidiary, or affiliate of the Employer, or a committee of persons appointed by the Employer or its governing board or executives, our Brochure sometimes also uses the word "Employer" to refer to a Retirement Plan's Fiduciaries.

Whenever a decision is about whether to contract our service or about approving our fee, we require that the deciding or approving Fiduciary be independent of us.

### **ERISA**

Refers to the non-tax provisions of *Employee Retirement Income Security Act of 1974* [29 United States Code §§ 1001 to 1461]. ERISA is a Federal law that governs many employee-benefit plans, including many Retirement Plans.

### **Fiduciary**

Means a person who or that is a fiduciary of a Retirement Plan under ERISA, Internal Revenue Code § 4975, other law, or a moral responsibility.

### **Governmental Plan**

Means a plan described in ERISA § 3(32), IRC § 414(d), or that otherwise is established or maintained by an Employer that is part of, or is an agency or instrumentality of, a Federal, State, or local government.

**Independent Plan Fiduciary**

Means a Retirement Plan's Fiduciary who or that is unaffiliated with, and independent of, us.

**Internal Revenue Code**

Means the *Internal Revenue Code of 1986* [title 26 of the United States Code]. This is the Federal law that states the rules for the Federal income tax and some other United States taxes, including some excise taxes.

**Investment Account**

Includes a securities account (as the *Uniform Commercial Code* defines that term), such as a "brokerage" account with a broker-dealer, a variable annuity contract, a variable life insurance contract, an account under a Retirement Plan, or an account under an IRC § 529 qualified tuition program, but only if you arrange for us to have efficient computer-based access to your account.

Your Investment Account is *not* with us; every Investment Account is held with a Custodian unaffiliated with us.

**Investment Advice**

Refers to non-discretionary advice.

**Investment Adviser**

Includes a person who or that engages in a business of advising others about the value of securities or about the advisability of selling, buying, or investing in securities.

**Investment Advisers Act**

Means the *Investment Advisers Act of 1940*, as amended [15 United States Code §§ 80b-1 to 80b-21]. This is a Federal law that governs how a person that renders investment advice for a fee may solicit and make agreements to give investment advice.

**Investment Alternative**

Although it is not defined in ERISA's general definitions section, the U.S. Labor department in rules to interpret ERISA § 404 has used "investment alternative" to describe whatever form of investment a Retirement Plan provides as a choice on the "menu" for a Participant to direct investment of his or her Plan account. Our disclosure documents use these and related uses of investment alternative as the term for a choice that a Retirement Plan's investment "menu" provides for Participant-directed investment.

**Investment Education**

Refers to information (which might include information about a Retirement Plan, general financial and investment information, information about a Retirement Plan's investment alternatives, and asset-allocation models) that is not investment advice within ERISA's meaning of investment advice.

In an *Interpretive bulletin relating to participant investment education* on June 11, 1996, the U.S. Labor department stated some of its views about what information is not investment advice.

**Owner**

Means a person who is a member of our limited-liability company—Harvest Financial Partners, LLC. John and Jim are our principal Owners and Managing Members.

**Participant**

Includes a Retirement Plan's participant, beneficiary, or alternate payee (as ERISA or the Internal Revenue Code defines those words). Further, a Participant includes an eligible employee who does not yet have an account under a Retirement Plan.

**Plan Account**

Refers to an individual account kept for a Participant under a Retirement Plan.

**Registered Investment Adviser**

Means a person (including a limited-liability company, such as Harvest Financial Partners, LLC) when it is registered with the SEC or a State Securities Authority as an Investment Adviser.

**Relevant Law**

Includes Applicable Law and law that, even if it does not apply to us, is relevant for us to consider in offering or performing our services.

**Retirement Plan or Plan**

Refers to a retirement plan, including a pension (including cash-balance), money-purchase, profit-sharing, employee-stock-ownership, 401(k), 403(b), or 457(b) plan, a deferred compensation plan, or other arrangement for retirement savings (even if it is not legally a plan).

**SEC**

Refers to the Securities and Exchange Commission, an authority of the United States government.

**State Securities Authority**

Refers to a State government's agency or official that regulates Investment Advisers.

**Supplement**

Refers to a part of our Brochure that describes some educational background and business experience of the people who provide our advice. Because we have only two individuals to describe, we do not furnish a separate document, and instead include this information in our Brochure, including Part 23.

**We and our and us**

Refers to Harvest Financial Partners, LLC.

**You and your**

Refers to a client, whether he or she is a natural person, or it is a non-natural person or entity. However, some parts of the text use "you" and "your" to refer to a prospective client who is considering whether to engage Harvest. And the cover page's use of "you" includes any reader of our Brochure.

## 23. Supplement – Jim’s and John’s education and business experience

John G. Fattibene  
John@HarvestFP.com  
610-240-4741

James J. Wright  
Jim@HarvestFP.com  
610-240-4742

Harvest Financial Partners, LLC  
159 W. Lancaster Avenue – Suite 3  
Paoli, PA 19301-1782  
610-240-4740

Date of this Supplement: October 29, 2019

This Supplement provides information about each of the two people who provide our advice. It supplements our Disclosure Brochure. You should have received our Brochure (which is the first 22 pages of this document). Please email or telephone either of us if you did not receive our Brochure, or if you have any questions about the contents of this Supplement.

Additional information about each individual named in this Supplement also is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Our Supplement follows the order of items in Form ADV’s Part 2B. The information above on this page follows Part 2B’s item 1, and the subitems below follow Part 2B items 2 through 7.

### 23.A Educational Background and Business Experience

This subitem provides information about each of the two people who provide our advice.

#### **James J. Wright, CFA**

Recent Business Background:

Harvest Financial Partners, LLC, Managing Member, March 2008 – Present

Davidson Trust Company, Senior Vice President, April 2006 – March 2008

Delaware Investments, Vice President, May 2000 – March 2006

Post-Secondary Education:

Dartmouth College Amos Tuck School of Business – 1993, M.B.A.

Vassar College – 1985, B.A., History

Year of birth 1963

#### **John G. Fattibene, J.D., CFP®**

Recent Business Background:

Harvest Financial Partners, LLC, Managing Member, March 2008 – Present

Carnegie Wealth Management, Associate Advisor, February 2004 – March 2008

Executive Financial Services, Associate Advisor, April 2002 – January 2004

Post-Secondary Education:

University of Maryland at Baltimore – 1995, Juris Doctor

Vassar College – 1985, B.A., Economics

Year of birth 1963

We explain some information about professional designations Jim or John has attained, including minimum qualifications required for each designation.

#### CFA – Chartered Financial Analyst

Issued by: CFA Institute

Prerequisites/Experience Required:

Candidate must meet one of these requirements:

Undergraduate degree and 4 years of professional experience involving investment decision-making, or 4 years qualified work experience (full-time, but not necessarily investment-related)

Educational Requirements: Self-study program (250 hours of study for each of the three levels)

Examination Type: 3 course exams

Continuing Education/Experience Requirements: None

#### CFP–Certified Financial Planner

Issued by: Certified Financial Planner Board of Standards, Inc.

Prerequisites/Experience Required: Candidate must meet these requirements:

A bachelor's degree (or higher) from an accredited college or university, and 3 years of full-time personal financial-planning experience

Educational Requirements: Candidate must complete a CFP-board registered program, or hold one of these: CPA, ChFC, Chartered Life Underwriter (CLU), CFA, Ph.D. in business or economics, Doctor of Business Administration, attorney's license.

Examination Type: CFP Certification Examination

Continuing Education/Experience Requirements: 30 hours every two years

For other information about Jim and John, see “**Error! Reference source not found.**” at page **Error! Bookmark not defined.**

No Federal or State government agency approves any mark or designation. Our Brochure's or Supplement's uses of the word “professional” does not mean that financial planning or investment advice is recognized as a profession under any Federal or State law.

### **23.B Disciplinary Information**

There is no legal or disciplinary event that is material to a client's or prospective client's evaluation of any individual named in this Supplement.

### **23.C Other Business Activities**

Each of Jim and John is *not* engaged in an investment-related business beyond Harvest Financial Partners, LLC. Each of Jim and John is *not* engaged in another business that provides a substantial source of his income or that involves a substantial amount of his time.

### **23.D Additional Compensation**

We do not allow a supervised person to accept an economic benefit for providing our advice from a person other than us. Each of our supervised persons does not get compensation, based even in part, on an amount or number of sales or referrals.

### **23.E Supervision**

Each of our Owners supervises his own advice. John G. Fattibene, our chief compliance officer, supervises himself, Jim Wright, and every supervised person's advisory activities for us; his telephone number is 610-240-4741.

### **23.F Requirements for State-Registered Advisers**

Because we are an SEC-registered investment adviser, this subitem does not apply.