

**FINANCIAL INVESTMENT TEAM, INC. (“FIT”)**

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March 29, 2019

This Brochure provides information about the qualifications and business practices of Financial Investment Team, Inc. (“FIT”). If you have any questions about the contents of this Brochure, you may contact us at (503) 906-5205, or email [diana@fi-team.com](mailto:diana@fi-team.com) to obtain answers and additional information. FIT is a United States Securities and Exchange Commission (“SEC”) registered investment advisor located in the State of Oregon. Registration of an investment advisor does not imply any level of skill or training. The information in this Brochure has not been approved or verified by the SEC, or by any other state securities authority.

Additional information about FIT is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for FIT is 145724.

## **Item 2 – Material Changes**

The date of our previous annual update to our Brochure was March 27, 2018. We will ensure that all current Clients that request a copy receive a copy of our revised Brochure along with a Summary of Material Changes.

Our revised Brochure and a Summary of Material Changes (listed as “Exhibit A”) is also included on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for FIT is 145724.

We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested, free of charge, by contacting Diana LJ Harrison at (503) 906-5205, or by email to [diana@fi-team.com](mailto:diana@fi-team.com).

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#### Item 4 – Advisory Business

- A** Financial Investment Team, Inc. (hereinafter “FIT”, “Financial Investment Team”, “we”, “us”, “our”, “firm” or “Advisor”) is an Oregon corporation, registered as an investment advisory firm with the United States Securities and Exchange Commission (the “SEC”). Our principal place of business is located in Portland, Oregon. The firm was founded by Diana LJ Harrison, a Certified Public Accountant, Certified Financial Planner™ practitioner, Certified Wealth Strategist® and Certified Divorce Financial Analyst™ and has been in practice as an investment advisor since 2001.
- B** We offer a wide range of investment advisory and financial services to our Clients including portfolio management for individuals and businesses (including institutional clients such as pension and profit sharing plans), tax planning and preparation, and financial planning. We help Clients coordinate and prioritize their financial lives with all aspects of their life goals. Integrating investments across all individual retirement accounts, taxable accounts, and employee retirement accounts is crucial to the process. Client input and involvement are critical parts of the financial planning process and implementation of investment decisions. After Client assets are invested, we help our Clients monitor their investments and provide advice related to ongoing financial and investment needs. We are objective advisors and we always put our Clients’ interests first.

Advice and services are tailored to the stated objectives of each Client. Generally, we have the authority to determine, without obtaining specific Client consent, the securities bought or sold and the amount of securities bought or sold. The only restrictions on the above discretionary authority are those set by Clients on a case-by-case basis.

We also provide financial planning services. Fees for these services vary, as further described in Item 5 of this Brochure. Because we may recommend the purchase or sale of investments of which we may also be paid fees to manage, Clients are advised that a conflict exists between the interests of the Advisor and the interests of the Clients. Clients are under no obligation to act upon the recommendations we make. Further, if the Client elects to act upon any of the recommendations, the Client is under no obligation to effect the transaction through our firm or any of our representatives.

We will prepare a written plan which may include one or more of the following:

- Estate Planning
- Business Succession Planning
- Investment Planning
- Retirement Planning
- Educational Planning

If the Client so chooses, we will research and assist in acquisition of insurance and investment products that best serve a Client’s objectives.

Additionally, our firm will provide tax planning and preparation services. Fees for these services vary, as further described in Item 5 of this Brochure.

- C** Our financial planning services involve preparation of a written plan tailored to the needs of each Client. The plan includes gathering all information necessary to provide Client with appropriate and agreed upon services.
- D** We do not participate in or sponsor any wrap fee programs.
- E** We manage approximately \$107,803,900 of Client assets on a discretionary basis, and \$51,805 on a nondiscretionary basis. These amounts were calculated as of March 9, 2019.

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

- A** In consideration for our services, Clients pay us a fee monthly in advance, with payment due within 10 days from the date of the invoice. The fee shall be calculated as the advisory fee rate as stated in “Schedule A” times the market value of the account(s) governed by this agreement as of the last trading day of the previous trading month divided by 12. The market value will be construed to equal the sum of the values of all assets in the account, not adjusted by any margin debit.

Compensation to us for our services will be calculated in accordance with fees set-forth in “Schedule A” of the Investment Advisory Agreement, which is entered into with each Client when we begin our professional relationship.

##### STANDARD ADVISORY FEE SCHEDULE

#### **Schedule A**

| <b>Assets Under Management</b> | <b>Maximum Annual Fee</b> |
|--------------------------------|---------------------------|
|                                |                           |
| The First \$500,000            | 1.50%                     |
| The Next \$500,000             | 1.25%                     |
| The Next \$500,000 +           | 1.00%                     |

The firm may also charge some legacy clients pursuant to the following fee schedule. This fee schedule is not being offered to new clients.

| <b>Assets Under Management</b> | <b>Maximum Annual Fee</b> |
|--------------------------------|---------------------------|
|                                |                           |
| The first \$250,000            | 1.00%                     |
| The next \$250,000             | 0.85%                     |
| The next \$500,000             | 0.80%                     |
| The next \$1,000,000           | 0.75%                     |
| The next \$3,000,000 +         | 0.70%                     |

The firm in its sole discretion, and on a case-by-case basis, may also provide financial planning services to its investment advisory clients, the cost of which may be included in its advisory fees pursuant to Schedule A above.

#### FINANCIAL PLANNING

The preparation cost of a financial plan is billed at the rate of \$250 per hour on a monthly basis as services are rendered. While our services include the time and activities necessary to work with the Client's attorney and/or accountant in reaching agreement on solutions, as well as assisting those third parties in implementation of all appropriate documents, we are not responsible for attorney or accountant fees charged to the Client as a result of the above activities.

Clients are encouraged to review their plans on a regular basis, based on individual circumstances.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded. Other readily marketable securities shall be priced using a pricing service or through quotations from one or more dealers. In a situation where less actively traded securities do not have readily available market quotations, Advisor will take steps to ensure that an appropriate valuation methodology is used to determine the value of the security.

#### TAX PLANNING AND PREPARATION

Tax planning and preparation services are offered to FIT clients. The fee for these services will be based on the time spent to do the work by staff members at their hourly rates. This fee is waived for investment advisory Clients with household assets under management of \$1,000,000 or greater. See Item 14 for other tax preparation fees.

#### IRA Rollover Considerations

As part of our investment advisory services to you, we may provide counsel regarding the potential withdrawal of the assets from your employer's retirement plan and the rollover of the assets to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset based fee as set forth in the agreement you executed with our firm. This practice presents a potential conflict of interest because we have an incentive to recommend a rollover to you for the purpose of generating fee based compensation. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will discuss with you the advantages and disadvantages of both types of accounts prior to proceeding.

- B** Our advisory fees shall be deducted directly from the Client's account by the custodian upon our submission of an invoice to the custodian indicating the account number and amount of fees to be paid. Payment of fees may result in the liquidation of Client's securities if there is insufficient cash in the account. The custodian will send Clients a statement at least quarterly (please see Item 13C, below). The fee invoices will be mailed by us to Clients when required by law.

Where applicable, financial planning services will be billed monthly as the services are performed. Bills will be due and payable within ten days from the date of invoice. A late charge of 1½ percent per month will be charged upon any balance unpaid within one month of the invoice date.

- C** Clients should note that lower fees for advisory and financial planning services may be available from other sources. In addition to our fee, Clients may also be required to pay a proportionate share of any mutual fund's fees and charges. All brokerage commissions, stock transfer fees, and other similar charges incurred in connection with transactions for the Account will be paid out of the assets in the Account and are in addition to the investment management fees paid to us. Clients bear the responsibility for verifying the accuracy of fee calculations.
- D** Clients have the right to terminate their Investment Advisory Agreement ("IAA") or Financial Planning Agreement ("FPA") without penalty within five business days after entering into the contract. The IAA or FPA may otherwise be terminated at any time by either party by providing 15 days prior written notice to the other party as set forth in the agreements. The market value will be construed to equal the sum of the values of all assets in the account, not adjusted by any margin debit. All custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of the Client. In the event of termination, any fees paid in advance which remain unearned will be refunded to the Client. Any fees which have been earned by FIT but not yet paid by Client will be immediately due and payable to us.

- E** Certain Investment Advisor Representatives (“IAR”) of FIT are also Registered Representatives with Peak Brokerage Services, LLC (“Peak”) an independent FINRA member Broker Dealer. Peak is not affiliated with FIT.

Securities and insurance related business may be transacted with advisory Clients and other individuals. We may receive commissions from products sold to Clients. Clients are advised that the fees paid to FIT for investment advisory services are separate and distinct from the commissions earned by any individual for selling Clients insurance or other securities products. We provide securities and insurance services in order to simplify the implementation of various wealth management strategies. As fiduciaries we must act primarily for the benefit of our clients. As such, we will only transact insurance or securities related business with clients when the products are fully disclosed, suitable, and appropriate to fit their needs. Further, we must determine in good faith that any commissions paid to our representatives are appropriate, as the receipt of commissions by individuals associated with our firm presents a conflict of interest. Clients are informed that they are under no obligation to use any individual associated with FIT for insurance or securities products or services. Clients may use any insurance or brokerage firm or agent they choose.

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

We do not charge any performance-based fees for our services. Accordingly, this Item is not applicable to our firm.

#### **Item 7 – Types of Clients**

We provide investment advice to the following types of Clients:

- Individuals
- Institutional (such as Pension and Profit Sharing Plans)
- Trusts, Estates or Charitable Organizations
- Corporations and Business Owners

We will not decline a potential client or terminate the relationship with a current client based solely on their net worth or amount of investable assets. We also do not charge any account minimum fees. Because each Client is unique, we encourage involvement in the planning and processes involved in the management of their accounts. We want our Clients to remain informed and have a sense of security about their financial plan and such involvement does not have to be time consuming.

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

Our investment strategies and advice may vary depending upon each client’s specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other

various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

### *Types of Investments*

We primarily recommend exchange traded funds (ETF), individual equity and debt securities. However, we may recommend other suitable securities (such as variable annuities, interests in real estate investment trusts (REITS) and corporate bonds) based upon your needs and objectives. Each type of security has its own unique set of risks associated with it, and it would not be possible to disclose all of the specific risks of every type of investment in this brochure. We strive to keep you educated and informed of material risks associated with particular investments. If you have any questions regarding the risks associated with a particular investment, please feel free to contact Diana LJ Harrison.

**ETFs** are an investment fund traded on stock exchanges, much like stocks or equities. An ETF holds assets such as stocks, commodities, or bonds and trades at approximately the same price as the net asset value of its underlying assets over the course of the trading day. Most ETFs track an index, such as the S&P 500. However, some ETFs are fully transparent actively managed funds. Market risk is, perhaps, the most significant risk associated with ETFs. This risk is defined by the day to day fluctuations associated with any exchange traded security, where fluctuations occur in part based on the perception of investors.

**Individual equity securities** (also known simply as “equities” or “stock”) are assessed for risk in numerous ways. Price fluctuations and market risk are the most significant risk concerns. As such, the value of your investment can increase or decrease over time. Furthermore, you should understand that stock prices can be affected by many factors including, but not limited to, the overall health of the economy, the health of the market sector or industry of the issuing company, and national and political events. When investing in stock, it is important to focus on the average returns achieved over a given period of time, across a well-diversified portfolio.

**Individual debt securities** (or “bonds”) are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer, the risk that the issuer might default, when the bond is set to mature, and whether or not the bond can be “called” prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

**Real Estate Investment Trusts** The value of an investment in REITs may change in response to changes in the real estate market. Investments in REITs may be subject to some or all of the following risks: declines in the value of real estate, changes in interest rates, lack of available mortgage funds or other limits on obtaining capital and financing, overbuilding, extended vacancies of properties, increases in property taxes and operating expenses, changes in zoning laws and regulations, casualty or condemnation losses, and tax consequences of the failure of a REIT to comply with tax law requirements. REITs may also have additional fees such as ongoing operating fees and expenses (which may include management, operating and administrative expenses).

**Variable Annuities** can have many complex features and clauses. In particular, annuity values and income may be impacted by fees and expenses to purchase the annuity as well as market volatility or the financial condition of the issuer. Variable annuities are designed to be long-term investments to meet retirement and other long-range goals. Taxes and insurance company charges may apply if money is withdrawn early. Variable annuities also involve investment risk. A prospectus provides information about a variable annuity's investment options and should be read carefully.

#### *Methods of Analysis*

We research and analyze securities using technical, charting, and fundamental analysis.

**Technical analysis** involves the analysis of past market data; primarily price and volume. This strategy attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows perceptible patterns, which if identified, allow a prediction to be made. The risk is that markets do not always follow patterns. Relying solely on this method may not work over the long term.

**Charting analysis** involves the use of patterns in performance charts. We use this technique to search for patterns used to help predict favorable conditions for buying and/or selling a security. This type of analysis involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in solely using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

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

#### *Investment Strategies*

The primary investment strategies used to implement investment advice given to Clients include long-term and short term purchases.

**Long Term Purchases** are securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year. A risk in a long-term purchase strategy is that by holding the security for this length of time, you may miss out on short-term gains that could be more profitable. Further, it is possible that for various reasons a security may decline in value before a decision to sell is made.

**Short Term Purchases** are securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short term price fluctuations. A risk in a short-term purchase strategy is that, should an anticipated price

swing not materialize, you may be left with having a long-term investment in a security that was designed to be a short-term purchase or potentially taking a loss. In addition, this strategy involves more frequent trading than does a longer-term strategy and will result in increased brokerage and other transaction-related costs. This strategy also involves less favorable tax treatment of short-term capital gains.

When suitable and appropriate for a Client's account, we may also use trading strategies (in general, selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s). Trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk. Like Short Term Purchases, a risk in trading strategy is there is potential for loss. In addition, this strategy will result in increased brokerage and other transaction-related costs and also involves less favorable tax treatment of short-term capital gains.

For a limited number of accounts we may use option strategies ("calls" and "puts"). An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option; when an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option; the seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option. (This strategy requires additional agreements and approvals.)

When buying "calls" and "puts", Clients should be aware that options frequently expire worthless. Timing is critical with options and one day could mean the difference between a gain and a loss on the option. Selling "puts" carries a greater level of risk. The buyer determines when to exercise and should a stock fall in price, the seller is still obligated to buy at the strike price even if the price falls to zero.

#### *Sources of Information*

The main sources of information we rely upon when researching and analyzing securities include traditional research materials such as financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

We will use our best judgment and good faith efforts in rendering services to Clients. We cannot warrant or guarantee any particular level of account performance, or that accounts will be profitable over time. Not every investment decision or recommendation made by us will be profitable. Our Clients assume all market risk involved in the investment of account assets under the Investment Advisory Agreement and understand that investment decisions made for this account are subject to various market, currency, economic, political and business risks.

Except as may otherwise be provided by The Advisers Act of 1940 or other applicable state or federal law, FIT is not liable to Clients for:

- Any loss that Clients may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence and

diligence under the circumstances that a prudent person acting in a fiduciary capacity would use;

- Any loss arising from our adherence to Client's instructions; or
- Any act or failure to act by a custodian or other third party to the Client's account(s).

It is the responsibility of the Clients to give us complete information and to notify us of any changes in financial circumstances or goals.

### **Item 9 – Disciplinary Information**

We are required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm or the integrity of our management. We have no information to disclose which is applicable to this Item.

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

- A** While the principal and core business of our firm is that of a fee only registered investment advisor and provider of financial planning services, Diana LJ Harrison, CPA, CFP<sup>®</sup>, CWS<sup>®</sup>, CDFA<sup>™</sup>, a shareholder and principal of FIT, also provides tax planning and preparation services through Diana LJ Harrison CPA, Inc. Approximately 15% of her time is spent on these non-investment advisory activities. Certain Clients of the CPA firm may also be Clients of our investment advisory firm. As principal for both firms, Ms. Harrison may receive compensation from an advisory client who is also a client of the affiliated CPA firm. This scenario creates a conflict of interest because there is an incentive to recommend the affiliated CPA firm for accounting and other services. In this type of situation, we will first disclose the affiliation and advise Clients that they are free to seek similar services from any CPA firm they wish.

Diana LJ Harrison, CPA, CFP<sup>®</sup>, CWS<sup>®</sup>, CDFA<sup>™</sup> is also a registered representative of Peak Brokerage Services, LLC. The conflicts of interests associated with this type of arrangement and how we deal with such conflicts are disclosed in Item 5E, above.

- B** No one in our firm is registered or has an application to register as a future commission merchant, commodity pool operating or commodity trading Advisor; therefore, this Item is not applicable to our firm.
- C** We do not recommend or select other investment advisors for our Clients from whom we receive direct or indirect compensation for such referrals nor do we have other business relationships with such entities which could create a conflict of interest.

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

- A** Diana LJ Harrison, CPA, CFP®, CWS®, CDFA™ holds the Certified Financial Planner™ practitioner certificate and is subject to the Code of Ethics and Professional Responsibility of the Certified Financial Planner Board of Standards, Inc. Included in these ethical obligations are the duties of: Integrity, Honesty, Objectivity, Competence, Fairness, Suitability, Confidentiality, Professionalism and Diligence. The above referenced codes are available online and we can also provide them upon request.

More information on the Information about the CFP® professional designation is included in Form ADV Part 2B.

- B,C,D** FIT or individuals associated with us do not buy or sell or recommend any securities or investment products in which we have a material financial interest (other than the receipt of commissions as a registered representative of a broker-dealer; see Item 5E above). We may buy and sell some of the same securities for its own account(s) that we buy and sell for our Clients. In all instances where appropriate, we will purchase a security for all of our existing accounts for which the investment is appropriate before purchasing any of the securities for our own account(s) and, likewise, when we determine that securities should be sold, where appropriate will cause these securities to be sold from all of our advisory accounts prior to permitting the selling of the securities from our account(s). In some cases we may buy or sell securities for our own account(s) for reasons not related to the strategies adopted by our Clients.

We will disclose to advisory Clients any material conflict of interest which could reasonably be expected to impair the rendering of unbiased and objective advice.

## **Item 12 – Brokerage Practices**

- A** Our Clients' assets are held by independent third-party custodians.

As disclosed under Items 5E and 10A above, Diana LJ Harrison is a Registered Representative of Peak Brokerage Services, LLC. The conflicts of interest associated with this type of relationship and how we handle those conflicts are disclosed under Item 5E. Clients are not obligated to effect transactions through any broker-dealer or custodian recommended by us and may utilize any firm they wish.

In recommending broker-dealers and custodians, we will comply with our fiduciary duty to seek best execution and with the Securities Exchange Act of 1934 and will take into account such relevant factors as:

- Price;
- The broker-dealer and/or custodian's facilities, reliability and financial responsibility;
- The ability of the broker-dealer and/or custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order;

- The research and related brokerage services provided by such broker-dealer and/or custodian to us, notwithstanding that the account may not be the direct or exclusive beneficiary of such services; and
- Any other factors that we consider to be relevant.

A broker-dealer's and/or custodian's services include research, brokerage, custody, access to mutual funds and other investments that are otherwise available only to institutional investors or would require a significantly higher minimum initial investment. Certain broker-dealers and/or custodians may also make available to us other products and services that benefit us but may not directly benefit Clients' accounts. Some of these other products and services assist us in managing and administering Clients' accounts. These include software and other technology that provide access to Client account data (such as trade confirmation and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple Client accounts), provide research, pricing information and other market data, facilitate payment of our fees from Clients' accounts and assist with back-office support, recordkeeping and Client reporting. Many of these services generally may be used to service all or a substantial number of our accounts, including accounts not maintained at the particular broker-dealer and/or custodian.

A broker-dealer and/or custodian may also provide other services intended to help us manage and further develop our business enterprise. These services may include consulting, publications and presentations on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, they may make available, arrange and/or pay for these types of services to us by independent third-parties. A broker-dealer and/or custodian may discount or waive fees that it would otherwise charge for some of these services, or pay all or a part of the fees charged by a third-party for providing these services. The availability of the foregoing products and services is not contingent on us committing to the broker-dealer and/or custodian any specific amount of business (assets in custody or trading).

The above benefits are generally considered to be "soft dollar" arrangements. As a result of receiving such products and services for no cost, we have an incentive to recommend broker-dealer and/or custodians to Clients that offer soft dollar arrangements. Because these interests are in conflict with the Clients' interest of obtaining the lowest commission rate available, we periodically evaluate broker-dealer and/or custodians to determine whether the custody and transaction fees are reasonable in relation to the value of services provided.

**B** We may aggregate trades for Clients, in which case the appropriate party will input trades directly into its custodian's trade management system. The allocations of a particular security will be determined by us before the trade is placed with the broker. When practical, Client trades in the same security will be bunched in a single order (a "block") in an effort to obtain best execution at the best security price available. When employing a block trade:

- We will make reasonable efforts to attempt to fill Client orders by day-end;

- If the block order is not filled by day-end, we will allocate shares executed to underlying accounts on a pro rata basis, adjusted as necessary to keep Client transaction costs to a minimum;
- If a block order is filled (full or partial fill) at several prices through multiple trades, an average price and commission will be used for all trades executed;
- All participants receiving securities from the block trade will receive the average price;
- Only trades executed within the block on the single day may be combined for purposes of calculating the average price.

It is expected that this trade aggregation and allocation policy will be applied consistently. However, if application of this policy results in unfair or inequitable treatment to some or all of our Clients, we may deviate from this policy.

### **Item 13 – Review of Accounts**

- A** Accounts are reviewed by Diana LJ Harrison, CPA, CFP®, CWS®, CDFATM. The frequency of reviews is determined based on the Client's investment objectives, but no less than annually. However, plans may be reviewed every two to five years, based on individual circumstances.

Financial planning Clients receive their financial plans and recommendations at the time service is completed. Depending on the type of financial planning service requested, we will meet on a regular basis with Clients to discuss any potential changes to their financial plan.

- B** More frequent reviews may also be triggered by a change in Client's investment objectives, tax considerations, large deposits or withdrawals, large sales or purchases, loss of confidence in corporate management, or changes in macro-economic climate.
- C** The Custodian will provide Client, at least quarterly, a statement listing all assets held in the Account, asset values, and all transactions affecting the Account assets, including any additions or withdrawals.

All Clients are urged to compare invoices received by us to the account statements provided by the custodian. Clients can also view their account reports on representative investments recommended specifically by us through the custodian's website at any time. Clients are also invited in to review plans and holdings on at least an annual basis. We welcome and encourage Client meetings at any time.

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

As disclosed under Item 12 (above), we may receive "soft dollars" from an unrelated third party custodian or broker-dealer. The conflicts of interest this type of arrangement presents and how we deal with these conflicts are described in detail under Section 12, above.

FIT  
PART 2A OF FORM ADV – FIRM BROCHURE

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Diana LJ Harrison, CPA, CFP®, CWS®, CDFATM, offers tax planning and preparation services for investment advisory Clients who are individuals, businesses, and trusts. The fee for tax planning and preparation is based upon actual staff time expended, at their hourly rates. Ms. Harrison's hourly rate is \$350.00 per hour. Other staff members' hourly rates vary. This fee is waived for households with assets under management by FIT of over \$1,000,000.

FIT may act as a sub-advisor and/or Third Party Asset Manager (TPAM) by providing investment advisory management services for clients who are also clients of other licensed financial professionals. Clients sign an Investment Advisory Agreement with our firm authorizing us to service their account, including billing and the deduction of fees. Our fee schedule for TPAM Clients is fully disclosed to those Clients in a separate ADV Part 2A Brochure, and a portion of that fee is shared with the other advisor.

Clients also agree to allow us to share non-public, personal information with their primary advisor for the purpose of administering and managing Client's account.

### **Item 15 – Custody**

Except for our ability to deduct fees, and the ability to disburse or transfer certain funds pursuant to Standing Letters of Authorization executed by Clients, we do not otherwise have custody of the assets in the account and shall have no liability to Clients for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount of such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. Clients understand that SIPC provides only limited protection for the loss of property held by a custodian.

When deducting fees from Client accounts, we will comply with the following safeguard procedures:

- (1) Obtain the Client's written authorization permitting our fees to be paid directly from Client's account held by an independent custodian;
- (2) Present a bill to the Client's custodian(s) indicating the amount of the fee(s) to be paid by the custodian. At the same time when required by law, we will send an invoice to the Client showing the amount of the fee(s), the value of the Client's assets upon which the fee(s) was based, and the specific manner in which the fee was calculated;
- (3) Have a reasonable basis to believe that the custodian sends the Client, at least quarterly, a statement indicating all amounts disbursed from the account; and
- (4) Disclose to the Client that it is the Client's responsibility to verify the accuracy of the fee calculation and that the custodian will not determine whether the fee is properly calculated.

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

Except as otherwise instructed, Clients grant us ongoing and continuous discretionary authority to execute investment recommendations without the Client's prior approval of each specific transaction. Under this discretionary authority, Clients allow us to purchase and sell securities and instruments in this account, arrange for delivery and payment in connection with the foregoing,

select and retain sub-advisors, and act on their behalf in most matters necessary or incidental to the handling of the account, including monitoring certain assets.

All transactions in a Client's account are made in accordance with our Statement of Investment Policy (or similar document used to establish Client's objectives and suitability). Clients are required to execute instructions regarding our trading authority as required by each custodian.

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

**A** Generally, we do vote proxies for Client accounts. However, Clients may retain the right to vote their own proxies. We have established guidelines in our Proxy Voting Policies and Procedures in a manner generally intended to support the ability of management to run its business in a responsible and cost effective manner while staying focused on maximizing shareholder value. Generally, we will vote proxies in accordance with management's recommendations. However, all proxy votes are ultimately cast on a case-by-case basis, taking into account relevant facts and circumstances at the time of the vote. For this reason, consistent with our fiduciary duty to ensure that proxies are voted in the best interest of our Clients, we may from time to time vote proxies against management's recommendations.

Where a proxy proposal raises a material conflict between us and a Client's interest, we will resolve the conflict as follows:

- Disclose the conflict and refer the proposal to the client to obtain instructions from the client on how to vote the proxy relating to that proposal.
- Notify the client of the conflict and assign proxy votes outright to an independent third-party.

With respect to ERISA accounts, we will vote proxies unless the plan documents specifically reserve the plan sponsor's right to vote proxies.

We vote proxies for some, but not all, of our clients. Clients may, at their election, choose to receive proxies related to their own accounts.

If a client opts out of our proxy voting services, that client retains exclusive responsibility for:

- Directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and
- Making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

We will maintain the following records for 5 years (the first 2 of which shall be in our office):

- Proxy voting procedures and policies, and all amendments;

- A record of all proxy statements received by us regarding Client securities (provided however, that we may rely on any proxy statement filed on EDGAR as our records);
- A record of all votes cast on behalf of Clients;
- Records of all Client requests for proxy voting information;
- Any documents prepared by us which were material to making a decision on how to vote or that memorialized the basis for the decision; and
- All records relating to requests made to Clients regarding conflicts of interest in voting the proxy.

Clients may request, in writing, information on how proxies for their shares were voted. If any client requests a copy of our complete proxy policies and procedures or how we voted proxies for their account(s), we will promptly provide such information to the client.

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

- A** We do not require prepayment of more than \$1,200 in fees six months or more in advance. Therefore, we have nothing to disclose that is applicable to this Item.
- B** We have no financial commitments which would impair our ability to meet the contractual and fiduciary commitments to our Clients. Therefore, we have nothing to disclose that is applicable to this Item.
- C** No person associated with our firm has ever been the subject of a bankruptcy proceeding.

### **Exhibit A – Summary of Material Changes**

The date of our previous annual update to our Brochure was March 27, 2018. Since that filing, we have made the following material changes:

- Item 4: Updated to disclose that we have transferred from state registration to registration with the United States Securities and Exchange Commission.
- Items 4, 5, 10, and 14: Updated to disclose tax planning and preparation services offered by the firm.
- Item 5: Amended advisory fee schedule.

Whenever required, we will ensure that you receive a Summary of Material Changes to this and subsequent Brochures. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested, free of charge, by contacting Diana LJ Harrison at (503) 906-5205, or by email to [diana@fi-team.com](mailto:diana@fi-team.com).