

# Private Capital Group, LLC

## FORM ADV PART 2A – DISCLOSURE BROCHURE

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*This disclosure brochure provides clients with information about the qualifications and business practices of Private Capital Group, LLC, an investment advisory firm registered with the United States Securities and Exchange Commission (“SEC”). It also describes the services Private Capital Group, LLC provides as well as background information on those individuals who provide investment advisory services on behalf of Private Capital Group, LLC. Please contact Benjamin Kille, a Managing Member of Private Capital Group, LLC, at (860) 561- 1162 if you have any questions about the contents of this disclosure brochure.*

*The information in this disclosure brochure has not been approved or verified by the SEC or by any state securities authority. Registration with the SEC does not imply that Private Capital Group, LLC or any individual providing investment advisory services on behalf of Private Capital Group, LLC possess a certain level of skill or training. Additional information about Private Capital Group, LLC is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. The CRD number for Private Capital Group, LLC is 126665.*

## Item 2 – Material Changes

This item discusses specific material changes to the Private Capital Group, LLC brochure.

Pursuant to current SEC Rules, Private Capital Group, LLC will file any changes to its Form ADV within 90 days of the close of its fiscal year. A summary of the material changes to our disclosures are stated below. Private Capital Group, LLC will amend its brochure within 30 days of any material changes throughout the year. The firm will provide or offer to provide clients with an updated brochure without charge within 30 days of filing an amended Form ADV.

There has been no material changes made Private Capital Group, LLC's ("PCG") Part 2A Brochure since its prior Annual Amendment filing on March 27, 2017. PCG below has made disclosure additions and enhancements, including at Items 4, 5, 10, 12, 14, and 15 regarding financial planning limitations, conflicts of interest, advisory fees, mutual funds, retirement rollovers, and non-soft dollar economic assistance. **ANY QUESTIONS:** PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions regarding this Part 2A, including the disclosure additions and enhancements below.

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## Item 4 – Advisory Business

### A. The Company

Private Capital Group, LLC is a privately-held Connecticut limited liability company that has been providing investment advisory services as an SEC-registered investment adviser since 2003. Throughout this disclosure brochure, Private Capital Group, LLC is referred to as “PCG”.

The principal owners of PCG are Benjamin D. Kille, William T. Rabbitt.

### B. Advisory Services

PCG provides the following investment advisory services:

#### Private Wealth Management Services

In the Private Wealth Management Services, PCG will create or select a portfolio consisting of one or all of the following: mutual funds, exchange-traded funds (ETFs), individual fixed-income holdings, individual equities, and alternative investments. PCG will allocate the client's assets among various investments taking into consideration the client's investment objectives. The investments will be selected on the basis of any or all of the following criteria (as applicable): performance history; industry sector; manager's track record; investment objectives; management style and philosophy; and management fee structure. Portfolio weighting between market sectors will be determined by the client's particular investment adviser representative based on the client's individual needs, circumstances and preferences, as well as current economic and financial market conditions.

PCG will conduct a review with Private Wealth Management Services clients at least annually to discuss the client's personal and financial information. However, each client is advised that it remains their responsibility to promptly notify PCG if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising PCG's previous recommendations and/or services.

PCG will also provide Private Wealth Management Services clients with access to a wide array of independent institutional investment managers and services. Through this process, PCG is able to choose investment managers from among all major market capitalizations, fixed-income, alternative investments and certain private investment vehicles (e.g., hedge funds).

Based on a client's individual circumstances, PCG may select one or more independent managers to manage all or a portion of the client's portfolio. PCG may utilize various unaffiliated investment advisers to assist PCG in the initial due diligence, selection, retention, trading and ongoing monitoring of investment managers. PCG monitors the selected investment manager(s) on an ongoing basis and, when appropriate, PCG may make the decision to replace one investment manager with another or add an additional manager to the portfolio. **Please Note:** The platform fee(s) and investment management fee(s) charged by the *Independent Manager[s]* is separate from, and in addition to, PCG's advisory fee as set forth in the fee schedule at Item 5 below. In addition, the frequency and timing of advisory fee payments may differ from that of PCG. Clients are advised to review the relevant *Independent Manager's* Disclosure Statement for details.

PCG will ensure that the client receives all related disclosure documents, including each investment manager's disclosure brochure. Clients are urged to carefully read and review the disclosure brochure(s) of all investment managers to fully understand the services, fees and any further conditions associated with the selected investment manager(s). For example, an

investment manager may have participation conditions such as minimum account size and minimum annual fee which may or may not be negotiable. PCG will take such requirements into consideration when evaluating and recommending the specific investment manager.

### Financial Planning Services

PCG also provides advice in the form of financial planning. Clients obtaining this service may receive either a written document or on-line access to the financial plan, providing the client with a financial analysis designed to address his or her financial goals and objectives. In general, the financial analysis will address any or all of the following areas of concern:

- ☐ *Personal:* Family records, estate and financial planning.
- ☐ *Tax & Cash Flow:* Income tax and spending analysis for current and future years.
- ☐ *Death:* Estate planning analysis regarding survivors and charities.
- ☐ *Retirement:* Analysis of strategies and investment plans to help guide a client with his or her retirement objectives.
- ☐ *Investments:* Analysis of investment holdings.

PCG gathers required information through personal interviews. PCG will conduct a review with the client to form an evaluation of the client's current financial status, future goals and objectives. Related documents supplied by the client are carefully reviewed, including any questionnaire completed by the client and a financial plan is developed. Should a client choose to implement the recommendations contained in the plan, PCG suggests the client work closely with his or her attorney, accountant, insurance agent, and/or investment advisor. Implementation of financial plan recommendations is entirely at the client's discretion. Financial Planning recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company.

In performing its services, PCG shall not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely thereon. If requested by the client, PCG may recommend the services of other professionals for implementation. The client, however, is under no obligation to engage the services of any such recommended professional.

### Endowment Consulting Services

PCG also provides guidance to non-profit organizations and their endowment or corporate assets. PCG's Endowment Consulting Services may include:

#### *Develop or Review of an Investment Policy Statement (IPS)*

- ☐ Investment objectives and risk tolerance
- ☐ Portfolio reporting standards

#### *Analyze and/or establish asset allocation parameters*

- ☐ Asset allocation among principal asset classes
- ☐ Asset Allocation within principal asset classes

#### *Investment Research and Portfolio Construction*

- ☐ Evaluate existing investment assets

- Determine gaps and potential opportunities for a portfolio
- Analyze all costs and services provided

### *Reporting*

- Evaluate the quality and content of reports
- Provide quarterly performance reporting
- Attend regular meetings or conference calls with Board Members and/or Investment Committees

### Retirement Plan Consulting Services

PCG provides consulting services to corporate retirement plans (401k and defined benefit plans). Services include management of the plans' vendor relationships; leading the RFP processes and negotiating vendor proposals; assisting in plan design strategies; and investment management services, including selecting a menu of investment alternatives for participant directed plans. PCG does not have any discretion, trading or otherwise, with respect to any decisions made by or on behalf of the Plans.

### Sub-Advisory Services

PCG also provides sub-advisory services to other investment advisers. PCG retains no trading authority with respect to these services.

### Miscellaneous Disclosures

**Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.** PCG shall generally provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. PCG may provide such consulting services inclusive of its advisory fee set forth at Item 5 below (exceptions do occur based upon assets under management, special projects, etc. for which PCG shall charge a separate planning fee). **Please Note:** PCG **does not** serve as an attorney or accountant, and no portion of our services should be construed as legal or accounting services. Accordingly, PCG **does not** prepare estate planning documents or tax returns. To the extent requested by a client, PCG may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including PCG representatives, in their separate individual capacities as registered representatives of a broker-dealer or as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from PCG and/or its representatives. **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note-Conflict of Interest:** The recommendation by PCG that a client purchase a securities or insurance commission product from a PCG representative in his/her separate individual capacity as a registered representative or insurance agent, presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission product from a PCG representative. Clients are reminded that they may purchase securities or insurance products recommended by PCG through other, non-affiliated registered representatives or insurance agents. **PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

**Please Note: Retirement Rollovers-Potential for Conflict of Interest:** A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If PCG recommends that a client roll over their retirement plan assets into an account to be managed by PCG, such a recommendation creates a conflict of interest if PCG will earn new (or increase its current) compensation as a result of the rollover. When acting in such capacity, PCG serves as a fiduciary under the Employee Retirement Income Security Act (ERISA), or the Internal Revenue Code, or both. No client is under any obligation to rollover retirement plan assets to an account managed by PCG. **PCG'S Chief Compliance Officer, Benjamin Kille remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

**Unaffiliated Private Investment Funds.** PCG may also provide investment advice regarding unaffiliated private investment funds. PCG, on a non-discretionary basis, may recommend that certain qualified clients consider an investment in unaffiliated private investment funds. PCG's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of PCG calculating its investment advisory fee. **PCG's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).**

**Please Note:** Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

**Please Also Note: Valuation.** In the event that PCG references private investment funds owned by the client on any supplemental account reports prepared by PCG, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the fund sponsor. If no subsequent valuation post-purchase is provided by the Fund Sponsor, then the valuation shall reflect the initial purchase price (and/or a value as of a previous date), or the current value(s) (either the initial purchase price and/or the most recent valuation provided by the fund sponsor). If the valuation reflects initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be significantly more or less than original purchase price. The client's advisory fee shall be based upon reflected fund value(s).

**Fidelity/Schwab.** As discussed below at Item 12, PCG recommends that Fidelity and/or Schwab serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Fidelity and Schwab charge brokerage commissions and/or transaction fees for effecting securities transactions. In addition to PCG's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). The fees charged by Fidelity and Schwab, as well as the charges imposed at the mutual fund and exchange traded fund level, are in addition to PCG's advisory fee referenced in Item 5

below.

**Sub-Advisory Engagements.** PCG may also serve as a sub-advisor to unaffiliated registered investment advisers per the terms and conditions of a written Subadvisor Agreement. With respect to its sub-advisory services, the unaffiliated investment advisers that engage PCG maintain both the initial and ongoing day-to-day relationship with the underlying client, including initial and ongoing determination of client suitability for PCG's designated investment strategies, and such unaffiliated investment advisers retain all trading authority. PCG's obligation shall be limited to oversight of the allocated assets consistent with the objective and/or strategy designated by the adviser and communicating trade instructions to the unaffiliated adviser for implementation.

**Please Note-Use of Mutual Funds:** Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds and exchange traded funds that may be utilized by PCG independent of engaging PCG as an investment advisor. However, if a prospective client determines to do so, he/she will not receive PCG's initial and ongoing investment advisory services.

**Independent Managers.** PCG may allocate a portion of client assets among unaffiliated independent investment managers available on various investment platforms. In such situations, the *Independent Manager[s]* shall have day-to-day responsibility for the active discretionary management of the allocated assets. PCG shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. **Please Note:** The platform fee(s) and investment management fee(s) charged by the *Independent Manager[s]* is separate from, and in addition to, PCG's advisory fee as set forth in the fee schedule at Item 5 below. In addition, the frequency and timing of advisory fee payments may differ from that of PCG. Clients are advised to review the relevant *Independent Manager's* Disclosure Statement for details.

**Portfolio Activity.** PCG has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, PCG will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, such as investment performance, mutual fund manager tenure, style drift, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when PCG determines that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by PCG will be profitable or equal any specific performance level(s).

**Client Obligations.** In performing our services, PCG shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify PCG if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

**Please Note: Investment Risk.** Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by PCG) will be profitable or equal any specific performance level(s).

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



Generally, clients are permitted to impose reasonable restrictions on investing in certain securities or types of securities in their advisory accounts, provided, however, that some restrictions may not be accommodated when utilizing Exchange Traded Funds, mutual funds or with respect to certain third-party products or services made available through PCG. In addition, a restriction request may not be honored if it is fundamentally inconsistent with PCG's investment philosophy, runs counter to the client's stated investment objectives, or would prevent PCG from properly servicing client accounts.

Whether clients will be able to place reasonable restrictions on the types of investments which will be made on the client's behalf is at the discretion of the *Independent Manager[s]*.

#### **D. Wrap Fee Programs**

Under a wrap fee program, advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and transaction services (e.g., execution of trades) are provided for one fee. These portfolio solutions are generally pre-configured with limited flexibility. This is different than traditional investment management programs whereby services are provided for a fee, but transaction services are billed separately on a per-transaction basis.

PCG had previously made available to clients participation in a wrap fee program. While certain existing clients of PCG still participate in the wrap fee program, PCG does not typically offer this investment option to new clients. A wrap fee arrangements typically involves a non-customized standard model portfolio.

#### **E. Assets Under Management**

As of December 31, 2016, the total amount of client assets managed by PCG is approximately \$648,700,065. All client assets managed by PCG are managed on a discretionary basis.

## **Item 5 – Fees and Compensation**

### **A. Advisory Fees**

#### Private Wealth Management Services

The annual fee is charged either as (i) a flat percentage of assets under management and will not exceed 1.25% of the value of the client's portfolio or (ii) a tiered schedule not to exceed as follows:

<b>Total Assets Under Management**</b>	<b>Annual Fee</b>
First \$1.5 Million	1.25%
Next \$1.5 Million	1.00%
Amounts over \$3 Million	0.85%

Clients will be billed in advance at the beginning of each calendar quarter based upon the value (market value or fair market value in the absence of market value) of the client's account at the end of the previous quarter. For the initial calendar quarter, fees will be adjusted pro rata based upon the number of calendar days in the calendar quarter that the advisory agreement was effective. Client accounts and/or clients may be aggregated in certain situations to reduce fees. Fees are earned as of the commencement of the investment advisory contract and are

prorated when assets were not managed for the entire quarter.

Details of the investment advisory fee charged are more fully described in the advisory agreement entered into with each client.

In addition to the advisory fees disclosed above, for those clients with assets allocated among *Independent Manager[s]*, the *Independent Manager[s]* will charge a fee for their services. Typically, this fee ranges from .05% to 1.25% of the assets managed by such *Independent Manager[s]*. A client may choose to pay all transaction costs on an asset-based pricing schedule which will be defined and agreed to in writing by the client.

The above fees are calculated and deducted from the client's account quarterly in advance based on the value of the portfolios at the beginning of the quarterly billing period. New accounts started at other than a calendar quarter will be billed a pro rata amount from the date the service began to the end of the quarter. Certain custodians may apply charges on a monthly basis.

For those clients for which PCG has retained independent service providers to perform initial or ongoing due diligence and monitoring or administrative assistance, such independent service providers are authorized to deduct all or a portion advisory fees directly from the client's brokerage account. The independent service provider will then remunerate PCG, any selected independent investment manager(s), and, when applicable, the custodian for their services. Any fees charged by the service provider are separate and in addition to the fees charged by PCG for its services. If PCG has not retained an independent service provider, PCG will deduct all or some of the applicable fees and distribute such fees accordingly.

Clients are requested to refer to the disclosure document(s) of utilized independent managers for a complete description of services and fees offered and minimum account sizes required (if any) by those entities.

**Please Note:** The platform fee(s) and investment management fee(s) charged by the *Independent Manager[s]* is separate from, and in addition to, PCG's advisory fee as set forth herein. In addition, the frequency and timing of advisory fee payments may differ from that of PCG. Clients are advised to review the relevant *Independent Manager's* Disclosure Statement for details.

**Please Also Note: Fee Differentials.** PCG shall generally price our advisory services based upon various objective and subjective factors. As a result, our clients could pay diverse fees based upon the market value of their assets, the complexity of the engagement, the level and scope of the overall investment advisory services to be rendered, and negotiations. As a result of these factors, similarly situated clients could pay diverse fees, and the services to be provided by PCG to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly. **ANY QUESTIONS:** PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions regarding Fee Differentials.

#### Endowment Consulting Services

The fee for Endowment Consulting Services is charged as a fixed fee based on the specific needs and complexity of each client's circumstances and typically ranging from \$2,500 to \$25,000. A retainer of up to 50% of the fee may be due at the inception of the advisory relationship, with the balance due upon completion of the services.

#### Financial Planning/Consulting Services Fees

PCG may be compensated for Financial Planning and Consulting Services in one or both of two ways:

1. As a fixed fee based on the individual needs and complexity of each client's circumstances and typically ranging from \$2,500 to \$10,000. A retainer of up to 50% of the fee may be due at the inception of the advisory relationship, with the balance due upon completion of the financial planning or consulting services; and/or
2. On an hourly basis, ranging from \$150 to \$250 per hour, depending on the nature and complexity of each client's circumstances. An estimate of total hours may be determined at the start of each engagement, and upon mutual agreement with the client, up to 50% of the estimated fee may be due at the inception of the advisory relationship, with the balance due upon completion of the financial planning or consulting service.

Partial financial planning fees charged for limited financial planning services are to be agreed upon in advance with each client. Initial and ongoing financial planning services may be provided to certain investment advisory clients at no cost to the client. PCG will never hold client funds greater than \$1,200 for more than six months in advance of completion of a financial planning or consulting engagement. PCG requires a non-negotiable initial financial planning fee of \$2,500. A client's Financial Planning/Consulting Agreement will typically last for one year from the date of execution. After the first anniversary of the agreement, PCG may suggest, and the client may agree, that the contract be renewed for updating of the client's financial plan, in whole or in part. The type of planning to be done and the amount of the fee will be set through an invoice delivered to the client. The client's payment of such invoice will constitute a renewal of the Financial Planning/Consulting Agreement. Both the client and PCG reserve the right not to renew the agreement.

#### Sub-Advisory Services

The annual fee for sub-advisory services ranges from 25% to 50% of the advisory fee collected by the primary advisor. PCG will negotiate Sub-Advisory services fees on a case-by-case basis.

### **B. Payment Method**

#### Private Wealth Management Services

There are two options a client may select to pay PCG's advisory fees:

##### *Direct Debiting*

Each quarter, PCG or applicable service provider will notify the client's qualified custodian of the amount of the fee due and payable pursuant to the client's advisory agreement. The qualified custodian will not validate or check PCG's fees, its corresponding calculation or the assets on which the fee is based. With the client's pre-approval, the qualified custodian will "deduct" the fee from the client's account or, if the client has more than one account, from the account the client has designated to pay PCG's advisory fees per the advisory agreement.

Each month, the client will receive a statement directly from the qualified custodian showing all transactions, positions and credits/debits into or from the client's account. Statements sent after quarter end will also reflect all fees paid by the client from that account.

##### *Billing*

PCG will issue the client an invoice for the firm's services and the client will pay PCG by check or wire transfer within 30 days of the date of the invoice, or as negotiated and documented in the client's advisory agreement.

### Financial Planning Fees

PCG will issue the client an invoice for the firm's services and the client will pay PCG by check or wire transfer within 30 days of the date of the invoice, or as negotiated and documented in the client's advisory agreement.

### Sub-Advisory Services

The payment of Sub-Advisory services fees will be determined on a case-by-case basis.

### Retirement Plan Consulting Services

Fees for retirement Plan consulting services are negotiated on a case-by-case basis and are governed by a separate written agreement with each plan.

Neither PCG, nor its representatives accept compensation from the sale of securities or other investment products.

## **C. Additional Fees and Expenses**

### Mutual Fund Fees, Exchange Traded Funds and Alternative Investments

All fees paid to PCG for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and Exchange Traded Funds to their shareholders or by managers to alternative investments, such as hedge funds. These fees and expenses are described in each fund's prospectus or private placement memorandum. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. Certain funds impose a deferred sales charge which will also be paid by the client. A client could invest in a mutual fund directly, without the services of PCG. In that case, the client would not receive the services provided by PCG which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. To the extent that client assets are invested in money market funds or cash positions, the fees for monitoring those assets are in addition to the fees included in the internal expenses of those funds paid to their own investment managers, which are fully disclosed in each fund's prospectus. Accordingly, the client should review both the fees charged by the funds and the fees charged by PCG to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

### Trading and Other Costs

All fees paid to PCG for investment advisory services are separate and distinct from transaction fees charged by broker dealers associated with the purchase and sale of mutual funds, exchange traded funds, income and equity securities and options. In addition, fees do not include the services of any co-fiduciaries, accountants, broker dealers or attorneys. Please see the section entitled "Brokerage Practices" on page 28 of this disclosure brochure for additional information on brokerage and other transaction costs.

### Fees and Expenses for *Independent Manager[s]*

All fees paid to PCG for its investment advisory services are separate and distinct from the fees

and expenses charged by *Independent Manager[s]* and their custodians and service providers to their clients.

Each *Independent Manager* used may involve different custodial, administrative, and fee arrangements, and may require certain minimum initial account investments. These fees and expenses are described in each *Independent Manager's* firm brochure. These fees will generally include a management fee and possible other fees. The actual management fees may be higher or lower for specific *Independent Manager[s]* employing similar strategies.

In certain circumstances a client could invest with *Independent Manager[s]* directly, without the services of PCG. In that case, the client would not receive the services provided by PCG which are designed, among other things, to assist the client in determining which *Independent Manager[s]* are most appropriate to the client's financial condition and objectives.

#### **D. Termination and Refunds**

A client agreement may be canceled by either party, for any reason upon thirty (30) days written notice. Upon termination of any account, any earned, unpaid fees will be due and payable and any prepaid fees will be refunded within thirty (30) to sixty (60) days of the termination of the agreement.

#### **E. Additional Compensation**

##### Licensed Insurance Agents

Certain persons providing investment advice on behalf of PCG are also licensed as independent insurance agents. These related persons will earn commission-based compensation for selling insurance products, including insurance products they sell to clients. They may, from time to time, also earn incentive awards, increased bonus payments or seminars/trips treated as earned compensation for the recommendation of insurance products. Insurance commissions earned by these related persons are separate and in addition to PCG's advisory fees. While these individuals endeavor at all times to put the interest of the clients first as part of PCG's fiduciary duty, clients should be aware that this practice presents a conflict of interest because individuals providing investment advice on behalf of the firm who are also insurance agents have an incentive to recommend insurance product to clients for the purpose of generating commissions, rather than solely based on client needs. However, clients are under no obligation, contractually or otherwise, to purchase insurance products through any individual affiliated with PCG.

##### Registered Representatives

In the event that the client desires, the client can engage PCG's representatives, in their individual capacities, as registered representatives of The Leaders Group, Inc., ("Leaders") an SEC registered and FINRA member broker-dealer, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through Leaders, Leaders will charge brokerage commissions to effect securities transactions, a portion of which commissions Leaders shall pay to PCG's representatives, as applicable. The brokerage commissions charged by Leaders may be higher or lower than those charged by other broker-dealers. **Conflict of Interest:** The recommendation that a client purchase a commission product from Leaders presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from PCG's representatives. PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest. Clients may purchase investment products recommended by PCG through other, unaffiliated registered representatives.

## **F. Important Additional Information**

### Fees Negotiable

In certain circumstances, fees may be negotiable. In addition, the assets of related clients may be aggregated for the purposes of determining the fees.

### Applicable Fees

PCG prices its services based upon various objective and subjective factors. As a result, PCG's clients could pay different fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall services to be rendered, and whether there is a prior existing relationship with certain investment advisor representatives of PCG pursuant to pre-existing contracts. The services to be provided by PCG to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

### Fee Offset

If an Endowment Consulting Services client engages PCG for additional investment advisory services, PCG may offset all or a portion of its fees for those services based upon the amount paid for the Endowment Consulting Services.

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

PCG does not accept performance-based fees or engage in side-by-side management of client accounts.

## **Item 7 – Types of Clients**

PCG provides investment advisory services to individuals (including high net worth individuals), endowments, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other types of business entities.

### **A. Engaging the Services of PCG**

All clients wishing to engage PCG for investment advisory services must first complete the applicable investment advisory agreement and/or any other documents or questionnaire requested by PCG. The investment advisory agreement describes the services and responsibilities of PCG to the client. It also outlines PCG's fee in detail. In addition, clients must complete certain broker-dealer/custodial documentation. Upon completion of these documents, PCG will be considered engaged by the client. Clients will be responsible for ensuring that PCG is informed in a timely manner of changes in investment objectives and/or risk tolerance.

### **B. Conditions for Managing Accounts**

#### Private Wealth Management Services

PCG requires new Private Wealth Management Services clients to have a minimum account of \$500,000, although PCG retains the right to reduce or waive this minimum account size. Accounts of less than \$500,000 may be set up when the client and PCG anticipate the client will add additional funds to the accounts bringing the total to \$500,000 within a reasonable

time or other unique circumstances exist.

To the extent applicable, clients should also refer to each *Independent Manager's* disclosure document for information on minimum account size requirements or any other conditions for managing an account. Client should review the services and fees applicable for this arrangement.

### Financial Planning Services

PCG requires a non-negotiable minimum initial fee of \$2,500 for Financial Planning clients. In addition, PCG also requires a non-negotiable minimum fee of \$1,000 for financial planning clients that request PCG to update their plan.

**Please Note:** PCG, in its sole discretion, may waive its asset minimum and/or charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with client, etc.). **Please Also Note:** As a result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

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

### **A. Methods of Analysis and Investment Strategies**

PCG may utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

PCG may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)
- Margin Transactions (use of borrowed assets to purchase financial instruments)
- Short Sales (contracted sale of borrowed securities with an obligation to make the lender whole)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

**Please Note: Investment Risk.** Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Registrant) will be profitable or equal any specific performance level(s).

### **B. Material Risks**

PCG's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis PCG must have access to current/new market information. PCG has no control over the

dissemination rate of market information; therefore, unbeknownst to PCG, certain analyses may be compiled with outdated market information, severely limiting the value of the PCG's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

PCG's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

In addition to the fundamental investment strategies discussed above, PCG may also implement and/or recommend the use of margin, short sales, and/or options. The use of these strategies as part of an investment plan presents a high level of inherent risk. (See discussion below).

**Margin.** Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. **Please Note:** To the extent that a client authorizes the use of margin, and margin is thereafter employed by PCG 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 PCG may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential conflict of interest whereby the client's decision to employ margin may correspondingly increase the management fee payable to PCG. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

**Short Sales.** Short selling, which involves the selling of assets that the investor does not own, is an investment strategy with a high level of inherent risk. The investor borrows the assets from a third party lender (i.e. Broker-Dealer) with the obligation of buying identical assets at a later date to return to the third party lender. Individuals who engage in this activity shall only profit from a decline in the price of the assets between the original date of sale and the date of repurchase. Conversely, the short seller will incur a loss if the price of the assets rises. Other costs of shorting may include a fee for borrowing the assets and payment of any dividends paid on the borrowed assets.

**Options Strategies.** The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract by PCG shall be with the intent of offsetting/"hedging" a potential market risk in a client's portfolio. **Please Note:** Although the intent of the options-related transactions that may be implemented by PCG is to hedge against principal risk, certain of the options-related strategies (i.e. straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct PCG, in writing, not to employ any or all such strategies for his/her/their/its accounts.

### **C. Types of Securities**



Currently, PCG primarily allocates client investment assets among various mutual funds, exchange traded funds, individual fixed-income holdings, individual equities, and alternative investments in accordance with the client's designated investment objective(s).

Although most products utilized by PCG present no significant or unusual risk, the performance of alternative investments (e.g., commodities, futures, hedge funds; funds of hedge funds, private equity or other types of limited partnerships) can be volatile. Alternative investments generally involve various risk factors and liquidity constraints, a complete discussion of which is set forth in the offering documents of each specific alternative investment. Due to the speculative nature of alternative investments a client must satisfy certain income or net worth standards prior to investing.

**Please Note:** Clients are advised that, for assets managed by *Independent Manager[s]*, investments may be made using products and/or strategies not detailed herein. Clients are advised to review the Disclosure Statement of such *Independent Manager[s]* for information on the products and strategies utilized, and the associated risks.

## Item 9 – Disciplinary History

PCG is required to disclose any legal or disciplinary events that are material to a client's or a prospective client's evaluation of the firm's advisory business or the integrity of PCG's management. Neither PCG nor any of its management personnel have ever been disciplined by a regulatory agency.

## Item 10 – Other Financial Industry Activities and Affiliations

A. PCG engages in no other financial industry activities other than those services previously disclosed in Item 4 and herein.

### B. Futures and Commodity Registration

PCG is not registered, nor does it have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor. No management person is registered, nor does any management person have an application pending to register, as an associated person of a futures commission merchant, commodity pool operator or a commodity trading advisor.

### C. Financial Industry Affiliations

**Insurance Sales.** As indicated in Item 4 above, to the extent requested by a client, PCG may recommend the services of other professionals for certain non-investment implementation purposes (i.e., attorneys, accountants, insurance, etc.), including PCG representatives, in their separate individual capacities as licensed insurance agents. The recommendation by PCG that a client purchase an insurance commission product from a PCG representative in his/her separate individual capacity as an insurance agent, presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any insurance commission product from a PCG representative. Clients are reminded that they may purchase insurance products recommended by PCG through other, non-affiliated insurance agents. **PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions that a client or prospective client may have regarding the**

**above conflict of interest.**

**Registered Representative of Leaders.** As disclosed above in Item 5.E, certain of PCG's representatives are also registered representatives of Leaders, an SEC registered and FINRA member broker-dealer. Clients can choose to engage PCG's representatives, in their individual capacities, to purchase variable universal life products on a commission basis. **Conflict of Interest:** The recommendation that a client purchase a commission product from Leaders presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend variable universal life products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from PCG's representatives. Clients are reminded that they may purchase commission products recommended by PCG through other, non-affiliated registered representatives. **PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

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

### **Code of Ethics**

PCG has adopted a Code of Ethics to prevent violations of federal securities laws. The Code of Ethics is predicated on the principle that PCG owes a fiduciary duty to its clients. Accordingly, PCG expects all employees to act with honesty, integrity and professionalism and to adhere to federal securities laws. All managers, directors, partners and employees of PCG and any other person who provides advice on behalf of PCG and is subject to PCG's control and supervision are required to adhere to the Code of Ethics. At all times, PCG and its employees must (i) place client interests ahead of PCG's; (ii) engage in personal investing that is in full compliance with PCG's Code of Ethics; and (iii) avoid taking advantage of their position. A copy of PCG's Code of Ethics is available to any client or prospective client upon request. For a copy, please contact Benjamin Kille, the Chief Compliance Officer of PCG, at (860) 561-1162.

### **Prohibition on Use of Insider Information**

PCG has also adopted policies and procedures to prevent the misuse of "insider" information. A copy of PCG's Insider Trading policies and procedures is available to any client or prospective client upon request. For a copy of PCG's Insider Trading policies and procedures, please contact Benjamin Kille, the Chief Compliance Officer of PCG, at (860) 561-1162.

*PCG or individuals associated with PCG may buy or sell securities that it also recommends to clients.*

To minimize conflicts of interest, and to maintain the fiduciary responsibility PCG has for its clients, PCG has established the following policies:

1. A member or employee of PCG shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of their employment unless the information is also available to the investing public upon reasonable inquiry.
2. No employee of PCG shall place their own interests above the interests of the advisory client.
3. The Code of Ethics contains personal trading policies aimed at eliminating the risk of insider trading. The CCO is responsible for enforcing those policies.

4. PCG emphasizes the unrestricted right of the client to decline to implement any advice rendered.
5. PCG requires that all individuals must act in accordance with all applicable federal and state regulations governing registered investment advisory practices.
6. Any individual not in observance of the above may be subject to disciplinary action including termination.

## Item 12 – Brokerage Practices

- A. In the event that the client requests that we recommend a broker-dealer/custodian for execution and/or custodial services, we generally recommend that investment accounts be maintained at Fidelity and/or Charles Schwab & Co., Inc. (“Schwab”) Prior to engaging us to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with us setting forth the terms and conditions under which we shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that we consider in recommending Fidelity and/or Schwab (or any other broker-dealer/custodian to clients) include historical relationship, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by our clients shall comply with our duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, our investment advisory fee.

1. Non-Soft Dollar Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, we may receive from Fidelity and/or Schwab (or another broker-dealer/custodian, investment manager, platform or fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist us to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by us may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support-including client events, computer hardware and/or software and/or other products used by us in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist us in managing and administering client accounts. Others do not directly provide such assistance, but rather assist us to manage and further develop its business enterprise.

Our clients do not pay more for investment transactions effected and/or assets maintained at Fidelity and/or Schwab as a result of this arrangement. There is no corresponding commitment made by us to Fidelity and/or Schwab or any other any entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

**Our Chief Compliance Officer, Benjamin Kille, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangements may create.**

2. PCG does not receive referrals from broker-dealers.
  3. PCG generally does not accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and PCG will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by PCG. As a result, a client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.  
**Please Note:** In the event that the client directs PCG to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through PCG. Higher transaction costs adversely impact account performance.  
**Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.
- B. Transactions for each client account generally will be effected independently, unless PCG decides to purchase or sell the same securities for several clients at approximately the same time. PCG may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among PCG's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. PCG shall not receive any additional compensation or remuneration as a result of such aggregation.

## Item 13 – Review of Accounts

### Private Wealth Management Services

#### *Reviews*

While the underlying securities within Private Wealth Management Services accounts are continuously monitored, these accounts are reviewed no less frequently than quarterly. Accounts are reviewed in the context of each client's overall investment objectives and guidelines, ensuring that the structure of the portfolio is coordinated with these objectives although variances can occur from time to time. PCG will review accounts allocated among *Independent Manager[s]* quarterly, while on occasion utilizing the assistance of independent service providers for account reviews. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or

economic environment. Reviews are performed by Benjamin Kille and/or William Rabbitt, Managing Members of PCG.

#### *Reports*

Clients will receive monthly or quarterly statements detailing investment activity from client's custodian and/or *Independent Manager[s]*. Either daily, monthly or quarterly confirmation statements will be issued for all trading activity. Monthly and/or quarterly custodial statements will include portfolio holdings, dates and amounts of transactions, and current and prior statement values. In addition, PCG will provide clients with additional reports if contracted for at the inception of the advisory relationship. Those clients for whom PCG and/or *Independent Manager[s]* provides reports, clients are urged to compare the account statement provided by the broker-dealer/custodian with those provided by PCG and/or the *Independent Manager[s]*.

#### Endowment Consulting Services

##### *Reviews*

PCG will review Endowment Consulting Services clients investment policy statements whenever a client indicates a change in circumstances regarding the needs of the endowment. PCG will also review the investment options of the endowment according to the agreed upon time intervals. Reviews are performed by Benjamin Kille and/or William Rabbitt, Managing Members of PCG.

##### *Reports*

PCG will provide Endowment Consulting Services clients with reports as contracted for at the inception of the advisory relationship. Those clients for whom PCG provides reports, clients are urged to compare the account statement provided by the broker-dealer/custodian with those provided by PCG.

#### Financial Planning Services

##### *Reviews*

These client accounts will be reviewed as contracted for at the inception of the advisory relationship. Reviews are performed by Benjamin Kille and/or William Rabbitt, Managing Members of PCG.

##### *Reports*

Financial Planning clients will receive either a written or on-line financial plan. Additional reports will not typically be provided unless contracted for at the inception or renewal of the advisory relationship. Certain investment advisory services clients may receive ongoing financial planning reporting as part of their services.

#### Sub-Advisory Services

##### *Reviews*

Sub-Advisory services accounts will be reviewed as contracted for at the inception of the sub-advisory relationship. Reviews are performed by Benjamin Kille and/or William Rabbitt, Managing Members of PCG.

##### *Reports*

Sub-Advisory services clients will receive reports as contracted for at the inception of the sub-advisory relationship.

### Retirement Planning

#### *Reviews*

PCG will monitor its clients' plans as often as necessary to fulfill its obligation under its agreements.

#### *Reports*

PCG does not produce specific reports, however, it does review monitoring reports for the performance, risk & expenses of the plan and consults with the client regarding such reports.

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

### **A. Economic Benefits**

As indicated at Item 12 above, PCG may receive from Fidelity and/or Schwab without cost (and/or at a discount), support services and/or products. PCG's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as result of this arrangement. There is no corresponding commitment made by PCG to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangements. **PCG's Chief Compliance Officer, Benjamin Kille, remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflict of interest such arrangements may create.**

### **B. Client Referrals**

If a client is introduced to PCG by either an unaffiliated or an affiliated solicitor, PCG may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from PCG's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to PCG by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of PCG's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between PCG and the solicitor, including the compensation to be received by solicitor from PCG.

## **Item 15 – Custody**

PCG shall have the ability to deduct its advisory fee from the client's Fidelity and/or Schwab account on a quarterly basis. Clients are provided with a written summary account statement which includes a description of all account transactions during the statement period directly from Fidelity and/or Schwab, at least quarterly.

**Please Note:** To the extent that PCG provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by PCG with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of PCG's advisory fee calculation.

## Item 16 – Investment Discretion

### Private Wealth Management Services

For those client accounts over which PCG has discretion, PCG requests that it be provided with written authority (e.g., limited power of attorney contained in PCG's Investment Advisory Agreement) to determine the amounts of securities that are bought or sold. Any limitations on this discretionary authority shall be included in this written authority statement. Clients may change or amend these limitations as required. All such amendments shall be submitted in writing. PCG generally has discretionary authority to make the following determinations without obtaining the consent of the client before the transactions are effected: (1) which securities are bought and sold for the account and (2) the total amount of securities to be bought and sold. PCG's authority in making investment related decisions may be limited by account guidelines, investment objectives and trading restrictions, as agreed between PCG and the client. If the above discretionary authority is not granted, the client is required to sign a non-discretionary investment advisory agreement.

Clients will retain ownership of all assets in their accounts. Neither PCG nor its supervised persons or any service provider will have any right to withdraw either cash or securities from the client's account, *except for the direct deduction of advisory fees as authorized by the client*. PCG will provide administrative assistance with withdrawals and deposits when requested by the client.

As such, clients wishing to utilize PCG for investment through various *Independent Manager[s]* are required to provide PCG with discretionary authority to hire and terminate selected investment managers without prior client approval or notification.

## Item 17 – Voting Client Securities

### Proxy Voting

#### Private Wealth Management Services

PCG does not vote proxies on behalf of its clients. Therefore, although PCG may provide investment advisory services relative to client investment assets, it is the client that maintains exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceeding or other type events pertaining to the client's investment assets. PCG and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. Clients can contact Benjamin Kille, Managing Member of PCG, at (860) 561-1162 if they have questions regarding a particular solicitation.

To the extent applicable, clients whose assets are allocated among *Independent Manager[s]* should refer to the *Independent Manager's* disclosure document for information regarding the proxy voting policies and procedures of that independent registered investment adviser. When permitted, the client may authorize the *Independent Manager[s]* to vote proxies on their behalf.

### Class Action Settlements

Although PCG has discretion over client accounts, it will not be responsible for handling client claims in class action lawsuits or similar settlements involving securities owned by the client. Clients will receive the paperwork for such claims directly from their account custodians. Each



client should verify with their custodian or other account administrator whether such claims are being made on the client's behalf by the custodian or if the client is expected to file such claims directly. PCG may, however, assist with correspondence regarding such activities.

## **Item 18 – Financial Information**

### **A. Prepayment of Fees**

Because PCG does not require or accept prepayment of more than \$1,200 in fees six months or more in advance, PCG is not required to include a balance sheet with this disclosure brochure.

### **B. Financial Condition**

PCG does not have any adverse financial conditions to disclose.

### **C. Bankruptcy**

PCG has never been the subject of a bankruptcy petition

## **Item 19 – Additional Information**

### **Privacy Notice**

PCG views protecting its clients' private information as a top priority and has instituted policies and procedures to ensure that client information is private and secure. PCG does not disclose any nonpublic personal information about its clients or former clients to any nonaffiliated third parties, except as permitted or required by law. In the course of servicing a client's account, PCG may share some information with its service providers, such as performance and billing services, transfer agents, custodians, broker-dealers, accountants, other registered investment advisers and lawyers, etc. PCG restricts internal access to nonpublic personal information about the client to those persons who need access to that information in order to provide services to the client and to perform administrative functions for PCG. As emphasized above, it has always been and will always be PCG's policy never to sell information about current or former clients or their accounts to anyone. It is also PCG's policy not to share information unless required to process a transaction, at the request of a client, or as required by law. For the full text of PCG's Privacy Policy, please contact Benjamin Kille, a Managing Member of PCG, at (860) 561-1162.

### **Client Complaints**

Clients may contact Benjamin Kille, the Chief Compliance Officer of PCG, at (860) 561-1162 to submit a complaint. Written complaints should be sent to Private Capital Group, LLC, 29 South Main Street, West Hartford, CT 06107.