

# Prudential Customer Solutions LLC

## Prudential Managed Account Wrap Fee Programs Brochure

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DECEMBER 9, 2020

This wrap fee programs brochure provides information about the qualifications and business practices of Prudential Customer Solutions LLC (“PCS”). If you have any questions about the contents of this brochure, please call us at 844-PRU-LINK (844-778-5465), or send us an email at [PrudentialLink@Prudential.com](mailto:PrudentialLink@Prudential.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

PCS is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. Additional information about PCS is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Material Changes

The following is a summary of the material changes to this Brochure since the last update dated October 20,2020:

Item 4 – Advisory Services section was updated to state that effective December 8, 2020, the Programs have been closed to new clients and PCS is no longer opening new Accounts for existing clients. Existing Accounts will continue to receive investment advice and management services, as is disclosed in this document and per the terms and conditions of Client Agreement.

## Table of Contents

Item 1. COVER PAGE .....	1
Item 2. MATERIAL CHANGES .....	2
Item 3. TABLE OF CONTENTS.....	2
Item 4. SERVICES, FEES AND COMPENSATION .....	3
Item 5. ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS .....	19
Item 6. PORTFOLIO MANAGER SELECTION.....	20
Item 7. CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS .....	21
Item 8. CLIENT CONTACT WITH PORTFOLIO MANAGERS.....	21
Item 9. ADDITIONAL INFORMATION.....	21

#### **Item 4. SERVICES, FEES AND COMPENSATION**

This Brochure describes the Prudential Managed Account programs ("Programs"), which are discretionary investment advisory programs offered by Prudential Customer Solutions LLC ("PCS"). Clients participate in the Programs through the use of a website.

PCS, which was formed in October 2016, is registered as an investment adviser under the Investment Advisers Act of 1940 and a wholly-owned subsidiary of The Prudential Insurance Company of America ("PICA"). Additional information about PCS's structure, officers and products is provided in Part 1 of PCS's Form ADV and available online at <http://www.adviserinfo.sec.gov>. Prudential LINK is an umbrella marketing name for PCS, Prudential Annuities Distributors, Inc. and various subsidiaries of The Prudential Insurance Company of America. Investment advisory products and services are made available through PCS. PCS is not a licensed insurance agency or broker.

##### **Advisory Services**

Effective December 8, 2020, the Programs have been closed to new clients and PCS is no longer opening new Accounts for existing clients. Existing Accounts will continue to receive investment advice and management services as is disclosed in this document and per the terms and conditions of the advisory agreement. ***Wrap Accounts***

PCS currently has two Programs, the Prudential Managed Account Strategic Portfolios ("PMA Strategic Portfolios") and the Prudential Managed Account Reserve Portfolio ("PMA Reserve Portfolio"). Each Program is a wrap fee program, which means clients receive investment advice, securities trading, custody and reporting services for a single asset-based fee. Each Program gives clients the opportunity to invest in a diversified portfolio (each a "Portfolio") of exchange-traded funds ("ETFs"), based on factors such as their stated risk tolerance, time horizon and liquidity needs. Depending on market conditions, the PMA Reserve Portfolio Program may also include a significant allocation to cash, which is held through the Sweep Account (a bank deposit account that holds cash pending investment in ETFs and to maintain the cash up to the Cash Target (defined below)), as discussed in more detail below. Each Program is available to existing clients through the use of a website and delivery of Account agreements, prospectuses, Account statements and trade confirmations, and other documents are done electronically. A licensed PCS financial advisor ("Financial Advisor") is available via telephone at 844-PRU-LINK (844-778-5465) to answer questions about the Programs, including the Portfolios, investment allocations, underlying securities, and reasonable restrictions (discussed in more detail below) and to help clients navigate the website.

Prior to enrolling a client in a Program, PCS ascertained the client's financial circumstances and goals. Clients completed a questionnaire ("Profile") to provide information about their investment goals, time horizon, liquidity needs, and risk willingness. PCS uses an algorithm to analyze client responses and recommend a Program and Portfolio for the client. The use of a Profile alone may result in a different recommendation than if the client completed a questionnaire and also had an in-person interview with a financial advisor

To participate in a Program, clients completed the Profile and accepted an Investment Management Proposal (“Proposal”) on the PCS website. Clients electronically signed an advisory agreement and a brokerage account agreement. The Proposal outlined the Profile information on which we based our recommendation, as well as, among other things, the client’s proposed Program and Portfolio, planned initial investment amount, and fee. Because the Account is used to hold the ETFs and cash in the Program and Portfolio the client selects, the client’s investment objective, risk tolerance and time horizon listed in the brokerage account paperwork aligned as closely as possible with the client’s Profile.

Clients gave PCS discretion to manage their Accounts. PCS may at any time revise ETF selection parameters, replace ETFs, change the allocation of ETFs or cash in a Portfolio, add additional investment strategies to a Program, or change existing investment strategies, all without prior notice to the client.

If a material change occurs to a client’s investment goals, risk tolerance, time horizon or liquidity needs, or a client wishes to impose or modify reasonable restrictions on the management of a Program Account (“Account”), it is the client’s responsibility to promptly update its Profile. Though the Programs are closed to new clients, certain changes to an existing client’s Profile may result in PCS recommending that the client change the Program in which it is enrolled (*i.e.*, from PMA Strategic Portfolios to PMA Reserve Portfolio, or vice versa), which, if the client accepts the recommendation, will result in the client being charged a higher or lower fee and being subject to a higher or lower Program minimum. Additional information about the fees charged in each Program is provided below. If, as a result of a Profile update, an existing client accepts a recommendation to change from a PMA Reserve Portfolio to a PMA Strategic Portfolio, but has not deposited sufficient funds in their Account to meet the Program minimum for the PMA Strategic Portfolios, such client’s Account will remain invested in the PMA Reserve Portfolio until the client deposits sufficient funds to meet the Program minimum or PCS terminates the client’s Account.

Changing risk tolerance or time horizon information for other accounts at other Prudential affiliates will not change the client Profile. PCS will periodically send each client a reminder to update their Profile if there has been a material change to its financial circumstances or investment objectives, or if the client wants to impose or modify investment restrictions on its Account. PCS will contact each client via e-mail at least annually to ask about material changes to its financial circumstances or investment objectives, or if the client wants to impose or modify investment restrictions on its Account. PCS or its affiliates shall not bear any responsibility for investment management decisions or other actions taken on the basis of any incomplete, misleading, or incorrect information a client supplies or a client’s failure to update its information when changes occur.

### ***Rollovers into IRAs***

PCS does not provide advice concerning rolling an existing 401(k) or retirement balance into an Individual Retirement Account (“IRA”). However, a client with a current PMA that is an IRA can continue to fund the Account through contributions or rollover of retirement assets into the PMA at your discretion.

It is important, when rolling 401(k) or retirement assets into an existing PMA IRA, that you understand all your available options, including staying in current plan and the associated fees and tax implications of the choice of such options. Affiliates of PCS that provide recordkeeping and other administrative services for 401(k) plans will benefit, if you elect to keep your assets in a 401(k) plan for which such affiliates provide services. Financial Advisors are available via telephone at 844-PRU-LINK (844-778-5465) to speak with you and can provide you with general information about PCS products, but will not provide you with personalized advice on whether a rollover or investment into a Program is in your best interest.

### ***Service Providers***

#### ***Envestnet***

Envestnet is an SEC-registered registered investment adviser not affiliated with PCS. Envestnet is a service provider to PCS. Envestnet implements changes to Portfolio asset allocations in accordance with written parameters established by PCS and subject to PCS’s review and approval. Envestnet rebalances the assets in client Accounts based on PCS’s instructions. To implement these changes, Envestnet places orders for ETFs with Apex based on PCS’s written parameters. Envestnet is not an investment adviser or a fiduciary to PCS’s clients, does not provide personalized investment advice to PCS’s clients, and does not manage or have discretionary authority over PCS’s clients’ assets.

#### ***Apex***

PCS arranges with Apex Clearing Corporation (“Apex”), an unaffiliated third-party broker-dealer, to provide custody, trade execution, clearing, settlement and other services for client Accounts. As part of the Program, clients will direct PCS to place all transactions for their Account through Apex. By directing that PCS place all client trades through Apex, the client may not obtain as favorable a trade execution as might be achieved if PCS could select and negotiate with additional broker-dealers for more favorable terms. PCS seeks to obtain best execution of trades, although there can be no assurance that PCS will do so.

Apex may, but will be under no obligation to, aggregate purchase or sale orders for one Account with purchase or sale orders in a particular ETF for other Accounts. Client Accounts buying or selling the same ETF on a particular trade date may receive different execution prices depending on the timing and reason for the trade activity (e.g., Account withdrawals, Program/Portfolio changes).

#### ***OMA LLC***

PCS has engaged QMA LLC (“QMA”), an SEC-registered investment adviser affiliated with PCS, as a service provider to: (i) assist PCS in developing and maintaining the asset allocations that are the basis for the construction of the Portfolios; (ii) recommend ETFs that it believes correspond to the asset classes in, and objectives of, the Portfolios; (iii) recommend ETFs that should be added to or removed from the Portfolios; and (iv) recommend the weightings of the ETFs in the Portfolios. QMA also recommends rebalancing and drift parameters for the Portfolios. PCS’s investment committee approves, rejects, or modifies QMA’s recommendations. QMA is not an investment adviser or a fiduciary to PCS’s clients, does not provide personalized investment advice to PCS’s clients, and does not manage or have discretionary authority over PCS’s clients’ assets.

### **Plaid**

PCS uses services provided by Plaid Technologies, Inc. (“Plaid”) to gather data from financial institutions. To use our service, each client has granted to us and to Plaid the right, power, and authority to act on such client’s behalf to access and transmit client’s personal and financial information from the relevant financial institutions. As a part of the Client Agreement, each client has agreed to its personal and financial information being transferred, stored, and processed by Plaid in accordance with its Privacy Policy.

### ***Contributions and Withdrawals***

Clients can contribute cash (only by check, Automated Clearing House (“ACH”), or wire transfer) or securities to add additional funds to their existing Account. If you are depositing securities into the Account, they will be sold unless they are securities that are eligible investments for the specific Program and Portfolio in which the Account is enrolled and will remain in your allocation. In certain circumstances, special handling may be required to process the liquidation of non-program assets. Such special handling may delay or prevent the full investment of your assets into the selected Program and Portfolio until the position(s) is liquidated. The sale of the investments may cause a taxable event. Please speak with your own tax advisor for tax related questions. Clients should send checks to Apex, payable to “Apex Clearing for the benefit of [client name].” Checks should **not** be sent or made payable to PCS, PCS does not accept cash or checks.

If a client intends to add funds to an existing Account with proceeds from the sale of mutual funds, the surrender of an insurance product, early withdrawal from a certificate of deposit, or the sale of any other financial instruments, the client should consider the cost of any sales charges or commissions previously paid or to be paid upon redemption or sale, any penalties, and any tax consequences that the client may incur. It may be costly or inappropriate for a client to fund its Account in this manner. Clients should not use proceeds from loans (including any cash advance or line of credit from a credit card), a margin account, or a reverse mortgage/home equity loan to fund their Account. PCS may, in its sole discretion, reject any contribution at any time and for any reason.

Clients may request withdrawals from their Accounts. If a client requests a withdrawal from its Account, and the amount of such withdrawal exceeds the amount of cash in client’s Sweep Account, PCS will sell shares of the ETFs in client’s Account in amounts that reflect client’s

selected Portfolio. Such sales may result in tax consequences for taxable accounts. Clients cannot remain in the Program if a withdrawal request would cause the Account to fall below the Program minimum. If a withdrawal would cause the Account to fall below the Program minimum, PCS will remind the client to fund its Account up to the Program minimum. If the client does not fund its Account after 90 days, PCS may, in its sole discretion, terminate the client's participation in the Program. With the exception of deducting quarterly fees from client Accounts or adjusting de minimis balances, PCS does not have the authority to disburse money from the Account to another account at PCS or another financial institution, unless the client is authorized to transact in that account. Clients are not permitted to make trades in their Account or hold securities that are not part of the Program, unless such securities are being held pending liquidation to purchase Program securities. PCS may decline to maintain an Account, in its sole discretion.

### ***Methods of Analysis, Investment Strategies and Risk of Loss***

#### ***Methods of Analysis***

On an annual basis, the PCS Investment Management team, in partnership with QMA, develops capital market assumptions, which cover a range of asset classes and market segments, creating assumptions for expected returns, standard deviations, and asset class correlations. We intend for our capital market assumptions to satisfy three core objectives. First, we provide our base-case scenario and forecast for expected returns, volatility, and correlations across asset classes and styles. Second, we provide assumptions that are internally consistent within our investment processes. Third, our assumptions serve as the key inputs into developing long-term strategic guidelines, which are used to produce model portfolios and for various frameworks of portfolio construction.

At the onset of building model portfolios, we define the role that each asset class is to play in the portfolio, whether it is intended to enhance returns, further diversify and mitigate risk, or provide hedges to various economic exposures, such as inflation. From there, with our capital market assumptions serving as key inputs, we run a variety of optimizations to evaluate optimal portfolio solutions for given levels of risk and return consistent with modern portfolio theory. Once we have identified optimal portfolios, we back-test them to determine whether the empirical portfolio behavior is consistent with our forward-looking expectations.

The underlying investments in the portfolios consist of exchange-traded funds (ETFs), but additional investment product types may be included over time. Clients are recommended a portfolio based upon their responses to a risk tolerance questionnaire prior to opening the account. The PCS Investment Team, in conjunction with QMA, uses various screening criteria for selecting the underlying ETF recommendations in the portfolios including, but not limited to, fees, performance, tracking error, liquidity, trading volume, and assets under management. Subject to PCS's approval, QMA will have responsibility for determining the appropriateness of the ETFs it recommends to fulfill the Portfolios, without regard to the personal financial circumstances or investment objectives of any PCS client. When PCS considers changes to allocations in the Portfolios, or changes to the ETFs used to fulfill the allocations used within the

Portfolios, PCS will generally not take into account the tax consequences of such changes. Such changes in allocation or in ETFs used may result in tax consequences to non-qualified accounts.

QMA does not act as a fiduciary to any client, investment adviser to any client for purposes of the Advisers Act, or a “fiduciary” or “investment manager” to any client, as those terms are used in Section 4975 of the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974.

### *Investment Strategies*

Based on any new information the client provides, PCS recommends the Program and Portfolio that most closely aligns to the individual needs of its clients. PCS does not consider information relating to a client’s Linked Accounts (defined below) when making a recommendation – see Linking Outside Accounts below for more information. Whether a Program and Portfolio is suitable for a particular client depends upon various factors, including the size of the Account, the client’s risk tolerances, financial objectives, liquidity needs and circumstances, as well as the fees charged.

### *PMA Strategic Portfolios*

The investment allocation strategies in the PMA Strategic Portfolios Program include Portfolios (in order of risk tolerance from highest risk to lowest risk) such as: Aggressive Growth, Growth, Moderate Growth, Moderate, Moderate Conservative, and Conservative. PCS has recommended Portfolios that correspond to a client’s Profile, and the Portfolios are subject to change at PCS’s sole discretion.

### *PMA Reserve Portfolio*

The investment allocation strategy for the PMA Reserve Portfolio Program includes a single Portfolio, which is an investment account for clients with a potential short-term need and who wish to maintain their assets invested in a managed account.

### *General Information Concerning Investment Strategies used in PMA Strategic Portfolios and PMA Reserve Portfolio*

In each Program, Clients invest in shares of ETFs. The ETFs included in the Programs are funds that invest in a group of securities and, unlike mutual funds, are traded on a securities exchange. The share price of an ETF changes throughout the day as shares are bought and sold. The ETFs included in the Programs are passive, meaning that they seek to track the performance of a securities index, unlike actively managed funds that seek to exceed the performance of an index or other benchmark. ETFs typically have lower fees than shares of mutual funds pursuing similar strategies.

Each of the Portfolios includes an allocation to cash (“Cash Target”), which will be held in a Sweep Account (see below). Clients who have enrolled in the PMA Reserve Portfolio Program have a significant portion of their Accounts allocated to cash. Envestnet maintains the cash



portion of the Assets in accordance with the Cash Target in the Sweep Account. Envestnet monitors the cash in a client's Sweep Account daily and, if the cash in the Sweep Account exceeds the Cash Target by more than a specified amount, invest cash representing more than the Cash Target of an Account's value into shares of ETFs in accordance with the client's Portfolio allocation. When ETFs pay dividends, PCS will not automatically reinvest those dividends in additional ETF shares. Instead, those dividends will be deposited into the client's Sweep Account.

At times, the amount of money in the Sweep Account will be different from the Cash Target. This may happen because PCS has removed an ETF from the Program and its shares have been sold, Apex is processing client contributions or withdrawals, the client has an existing Account that is not fully invested, or the market value of the assets in the Account has changed. Whenever the cash in a client's Sweep Account drifts from the Cash Target by more than a specified percentage, Envestnet will place orders to buy or sell ETF shares so that the cash in the Sweep Account is approximately the amount of the Cash Target. These rebalancing transactions may have tax consequences for clients.

### *Risk of Loss*

Investing in securities, whether through a Program or otherwise, involves risk of loss that clients should be prepared to bear. PCS does not guarantee the results of any advice or recommendation. In addition, PCS does not guarantee the objectives of the client's Account will be met. The advice provided to the client only pertains to the Account enrolled in the relevant Program.

Past performance is no guarantee of future results and market, interest rate, and investment and other related risks may adversely affect the performance of securities held in Accounts and cause losses in an Account. This is a list of some principal risks of investing in ETFs, holding assets in cash, and in investing through a digital investment program; it is not a comprehensive list:

### Risks of Investing in ETFs

The risks set out below are only a summary, not a complete list, and are qualified by the language in an ETF's prospectus, which you should carefully read.

*ETF Risks* – An ETF is subject to the risks of the underlying securities that it holds. An ETF that tracks an index may fail to closely track the index it follows (tracking error). ETFs are subject to fees and expenses (like management fees and operating expenses) that do not apply to an index, and a client's Account will indirectly bear its proportionate share of the fees and expenses of the ETFs in which it invests. Moreover, ETF shares may trade at a premium or discount to their net asset value. As ETFs' shares trade on an exchange, they are subject to the risks of any exchange-traded instrument, including: (i) an active trading market for an ETF's shares may not develop or be maintained, (ii) market makers or authorized participants may decide to reduce their role or step away from these activities in times of market stress, (iii) the exchange may halt trading of an ETF's shares, and (iv) an ETF's shares may be delisted from the exchange.

*Market Risk* – The price of any security or the value of an entire asset class can decline for many reasons, including but not limited to changes in interest rates, regulatory changes, unpredictable market sentiment changes, and changes in political, economic and social conditions.

*Equity Risks* – Some ETFs invest in equity securities. Price changes may occur in the market as a whole, or in a particular country, industry, or sector of the market. In addition, different types of stocks tend to shift in and out of favor depending on market and economic conditions, and the types of stocks in which an ETF invests may underperform the market as a whole. For example, growth stocks can be more volatile than other types of stocks, and the market can undervalue value stocks for long periods of time. Dividends on common stocks are not fixed, but are declared at the discretion of an issuer's board of directors. There is no guarantee that a company will pay dividends, or that if paid they will remain at current levels or increase over time.

*Fixed Income Risks* – Some ETFs invest in fixed income, or debt, securities (also known as bonds). There are a number of risks associated with investments in fixed income securities:

*Credit Risk* – Credit risk is the risk that an issuer of a debt security will be unable to make interest and principal payments when due and the related risk that the value of a security may decline because of concerns about the issuer's ability to make such payments. Credit risk may be heightened for lower quality bonds, including "high yield" securities (so called "junk bonds").

*Income Risk* – The income earned from a debt security may decline because of falling market interest rates.

*Interest Rate Risk* – Interest rate risk is the risk that the value of a bond will decline because of rising interest rates. In general, debt securities increase in value when interest rates fall and decrease in value when interest rates rise. Longer-term debt securities are generally more sensitive to interest rate changes, and thus have greater interest rate risk.

*Prepayment Risk* – During periods of declining interest rates, some bond issuers may prepay principal earlier than scheduled, forcing an ETF to reinvest in lower yielding securities. This is known as call or prepayment risk.

*Extension Risk* – During periods of rising interest rates, the average life of some bonds may be extended because of lower than expected principal payments, preventing an ETF from reinvesting bond sale proceeds at advantageous times. This may lock in a below market interest rate, increase the security's duration and reduce the value of the security. This is known as extension risk.

*Inflation Risk* – The value of assets or income from investments may be lower in the future as inflation decreases the value of money. As inflation increases, the value of an ETF's assets can decline, as can the value of its distributions.

*Valuation Risk* – Debt securities are not traded on an exchange. A pricing service typically values the debt securities in which an ETF may invest using readily available market quotations obtained from broker-dealers, cash flows, and transactions for comparable instruments. An ETF may be unable to sell a security at the price set by the pricing service, which could result in a loss to the ETF. Different pricing services use different valuation methodologies, potentially resulting in different values for the same securities.

*International/Global Risks* – ETFs that invest in securities outside the U.S. have risks not typically associated with U.S. securities, such as currency risk, risks of trading in non-U.S. securities markets, and political and economic risks. Because the foreign securities in which the ETFs invest generally trade in currencies other than the U.S. dollar, changes in currency exchange rates will affect the value of non-U.S. denominated securities, the value of dividends and interest earned from such securities, and gains and losses realized on the sale of securities.

A strong U.S. dollar relative to these other currencies will adversely affect the value of a Portfolio. Securities of many non-U.S. companies or U.S. companies with significant non-U.S. operations may be less liquid and their prices more volatile than securities of comparable U.S. companies. In addition, non-U.S. stock exchanges and investment professionals may be subject to less governmental regulation, and commissions may be higher than in the United States. Also, there may be delays in the settlement of non-U.S. stock exchange transactions.

Non-U.S. investments may also be less liquid and more difficult to value than investments in U.S. issuers. International investing is subject to the risk of political, social, or economic instability in the country of the issuer of a security, the difficulty of predicting international trade patterns, the possibility of the imposition of exchange controls, expropriation, limits on removal of currency or other assets, and nationalization of assets.

#### Risks of Holding Cash

Both Programs include an allocation to cash, which is held in the Sweep Account. This allocation is significantly higher for PMA Reserve Portfolio than for PMA Strategic Portfolios, which have longer-term investment objectives.

When interest rates are low, holding a significant portion of your Account in cash means that your Account could have lower returns than if it were fully invested in securities. In addition, if the rate of inflation is high, inflation will reduce the future value of your cash, meaning that a dollar in the future will be worth less than a dollar today. Finally, if the bank at which the Sweep Account deposits your cash fails, FDIC protection of your cash is currently limited to \$250,000 per depositor, per ownership category. It is your responsibility to exclude from the Sweep Account any institutions at which your aggregate deposits will exceed FDIC insurance limits. Failure to do so could expose you to the risk of loss in the event of such bank's failure. PCS is under no obligation to make up any losses you may suffer if a bank in which the Sweep Account deposits your cash fails.

#### Risks of Investing through a Digital Advice Program

*Allocation Risk* – PCS actively manages the Portfolios of ETFs in which an existing Account invests, and a Portfolio's performance will reflect PCS's ability to make asset allocation and other investment decisions to achieve the Portfolio's investment objective. Due to its active management, the Portfolio could underperform other types of advisory accounts with similar investment objectives.

*Regulatory Risk* – Laws and regulations affecting the investment advisory business change from time to time, and PCS is currently operating in an environment of significant regulatory reform. PCS cannot predict the effects, if any, of future legal and regulatory changes on its business or its services.

*Cybersecurity Risk* – PCS depends upon digital and network technology to conduct its day to day business operations and to fulfill its ongoing obligations to clients. The use of such technology presents a potential risk to both PCS and its clients from cyberattacks by persons who may attempt to disrupt or gain access to sensitive confidential information. Breaches in PCS's systems or service provider systems may result in incidents including, but not limited to disclosure of clients' personally identifiable information, misappropriation or destruction of data, denial of service and operational disruption. PCS seeks to adhere to its enterprise information security policy to help it manage and mitigate risk associated with safeguarding information of PCS and its clients and employees, but this does not guarantee that a cybersecurity incident will not occur.

*Digital Advice Risk* – Digital advice programs like the Programs are not intended as a complete investment program for every client. The Profile asks fewer questions and elicits less information than clients might provide in some other digital advice or traditional advisory programs. Moreover, the advice provided by PCS is based solely on the information the client provides to it through the Profile. As a result, the applicability of the advice provided by PCS is dependent upon the client's answering the questions to generate its profile completely and correctly.

*Technology Risk* – PCS and its clients depend heavily on telecommunication, information technology and other operational systems, whether its own or its service providers' systems. These systems may fail to operate properly or become disabled as a result of events or circumstances wholly or partly beyond PCS's or their control.

*Service Providers Risk* – PCS outsources certain services, including operational and trading functions, to service providers, as described above. Failure by a service provider to perform its contractual obligations in a timely manner or at satisfactory quality levels may result in PCS being unable to adequately provide investment advice consistent with disclosures to clients.

## ***Rebalancing***

At least quarterly, Envestnet will determine, consistent with PCS's rebalancing and drift parameters, whether an Account requires rebalancing. Generally, if the allocation among ETFs and cash in a particular Account deviates by more than an amount specified in PCS's parameters from the recommended asset allocation for that Account due to changes in the value of the ETF shares, Envestnet will rebalance the Account to bring it back within the recommended asset

allocation, unless PCS determines that rebalancing is not in the client's best interest. Rebalancing seeks to keep a client's assets invested consistently with the selected Portfolio. Envestnet also may rebalance an Account if a client changes its selected Program and/or Portfolio or deposits funds in its Account, or when PCS accepts a client's request to impose or modify restrictions on the management of an existing Account. An Account is rebalanced by buying and selling ETF shares and depositing or withdrawing funds in the Sweep Account. For taxable Accounts, a rebalancing sale may generate capital gains (or losses) for tax purposes. Investments that are subject to the "wash sale rule" will be rebalanced during the time-period in which the wash sale rule applies, which can have tax consequences for the client if ETF shares are sold for a loss.

An existing Account will be rebalanced even if the Account value drops below the relevant Account minimum. Accounts below the relevant Account minimum may deviate from PCS's rebalancing parameters as well as the target allocation of the client's selected Portfolio. A withdrawal request may require PCS to sell all of the shares in one or more asset classes in an Account to generate and disburse the requested cash. PCS makes no guarantee as to how quickly client Accounts, either via initial or ongoing funding, will be invested.

Envestnet will rebalance existing accounts under all market conditions. This means that rebalancing is expected to occur in both significantly declining or appreciating market conditions, when securities prices may be significantly lower or higher, respectively. PCS, in its discretion, may temporarily halt rebalancing of a client's Account, if PCS determines it to be in the client's best interest.

### ***Suitability of Program***

Each Program is an asset allocation wrap fee investment advisory program designed for investors who prefer to pay an annual fee based on total assets under management that covers advice, asset management, brokerage, and custody services. The PMA Strategic Portfolios Program is generally more appropriate for investors with a longer time horizon and is not suitable for investors with a very short time horizon. PMA Reserve Portfolio Program is generally more appropriate for investors with a potential short-term need, who wish to maintain their assets in a managed account. Clients should consider, among other things: the costs and potential benefits of participating in an asset allocation advisory program that charges a wrap fee; the need and desire for professional money management service; whether the client is comfortable with granting investment discretion to an investment adviser; the client's investment objectives, risk tolerance and time horizon for the client's assets managed through the selected Program; the client's financial circumstances; whether the client prefers an in-person rather than a digital (online) experience; whether the client can receive Program documents electronically; and whether investing in ETFs or a deposit in the Sweep Account is appropriate for the client. Given the nature of the Programs, the fee that the client pays to participate in a Program and invest in ETFs and hold assets in a Sweep Account through a Portfolio may be more or less than if the client was to pay for the investment advisory services and purchase the investments products separately and if the client were to pay for an investment advisory program that only provided services via a digital experience. The client should consider these factors, among others, when deciding whether a Program is appropriate.

If a client's needs or circumstances change or if a client determines that its selected Program no longer serves its investment objectives and needs, the client should determine whether the Program remains an appropriate investment program. If the client determines to remain in the Program, the client may make changes to its Profile or may contact PCS to assist the client with making any changes to the management of its assets. Certain changes to a client's Profile may result in PCS recommending that the client change the Program in which it is enrolled (*i.e.*, from PMA Strategic Portfolios to PMA Reserve Portfolio, or vice versa), which, if the client accepts the recommendation, will result in the client being charged a higher or lower fee and being subject to a higher or lower Program minimum. Additional information about the fees charged in each Program is provided below.

Financial Advisors are available to assist a client and answer questions. However, the client is ultimately responsible for determining whether he or she should participate or continue to participate in a Program.

### ***Sweep Account***

Clients use a bank deposit account ("Sweep Account") that holds cash pending investment in ETFs and to maintain the cash up to the Cash Target. Cash held in the Sweep Account will be deposited by Apex at one or more banks participating in the bank deposit sweep program. Clients with Accounts that are IRAs cannot have their cash deposited in a bank deposit account held at an affiliate of PCS. PCS may remove the Sweep Account feature of the Programs or may replace it with new accounts to hold cash pending investment at any time upon advance notice to clients.

Details of the bank deposit sweep program, including interest rate calculation, limitations, eligibility and other important terms and conditions, are outlined in the Apex FDIC-Insured Sweep Program Disclosure Document ("Bank Sweep Disclosure"). The Bank Sweep Disclosure is available from PCS upon request and on Apex's website. Clients should also review their brokerage account agreement carefully to understand its terms and conditions and for information about Sweep Accounts. The current annual percentage yield paid on the Sweep Account is included in the brokerage account statements sent to clients by Apex.

Assets held in the Sweep Account are held in FDIC insured interest-bearing bank accounts, which are not securities accounts and are not insured by SIPC. Federal banking law determines who may be eligible to hold assets in the bank deposit sweep program based on the ownership of the client's brokerage account. Clients are responsible for monitoring their deposit balance at various banks in the bank deposit sweep program, and for opting out of any banks at which their total deposit balance exceeds FDIC coverage limits, as other balances at those banks could cause a client to exceed FDIC coverage limits.

Clients are responsible for reviewing, understanding and at all times complying with federal banking law, which is summarized in Apex's Bank Sweep Disclosure, in connection with the bank deposit sweep program.

### ***Services not offered***

Neither PCS nor any affiliate provides tax advice. The client and not PCS is responsible for any tax implications and/or tax obligations resulting from the client's decision to enroll in a Program. PCS does not provide tax preparation, estate planning, security rating and pension consulting or market timing services. At this time, the Programs do not offer automatic tax-loss harvesting and clients are not permitted to request that certain ETF shares in their Accounts be sold to generate tax losses.

### ***Reasonable Restrictions***

Clients have the opportunity to impose reasonable restrictions on the management of their Accounts, and to change these restrictions, subject to PCS's acceptance of any restriction or change. Clients may ask that PCS not purchase certain ETFs for their Account and instead invest in the alternative ETF for that asset class, provided the restriction is consistent with PCS's stated investment strategy or philosophy, or is not fundamentally inconsistent with the nature or operation of the client's selected Program. Clients can request Account restrictions by following instructions on the Programs' website and discussing with a Financial Advisor.

If PCS accepts a client's requested restriction, it will continue to manage the Account in the client's best interest, but will take no responsibility for any deviation in performance between the client's Account as restricted and a Program Account invested in the same Portfolio, without the restriction. The performance of an Account with restrictions may differ from the performance of Program Accounts without restrictions, possibly producing lower overall results. When PCS must evaluate the reasonableness of a restriction request, this could delay PCS's management of a client's Account.

PCS reserves the right to conclude that the requested restriction is unreasonable or cannot be accommodated within the client's selected Program and will notify the client. A client should discuss with a Financial Advisor whether there are other investment programs or alternatives more appropriate for the client. PCS may reevaluate restrictions on a case by case basis, which may cause PCS to deny a restriction that it previously accepted. Please note that changing a restriction may result in buy or sell activity in a client's Account, which may have tax consequences for the client.

### ***Linking Outside Accounts***

PCS and/or its affiliates may offer a service by which users of LINK by Prudential can link certain accounts held with Prudential or with third-parties (collectively, "Linked Accounts") to their LINK profile for purposes of seeing aggregated financial information. Information concerning the Linked Accounts is provided for informational and educational purposes. PCS does not provide advice with respect to the management of the Linked Accounts and will not take a client's Linked Accounts into consideration in providing advice to such client or in managing such client's Account.

### ***Ownership of ETF Shares***

Clients retain, to the same extent as if they held such ETFs outside of a Program, the right to: (i) withdraw ETF shares; (ii) withdraw at any time their delegation to Envestnet to act on corporate actions on the client's behalf; (iii) vote proxies; and (iv) proceed directly against the issuer of any ETF in the client's Account and not be obligated to join any person involved in the operation of the Program, or any other Program clients, as a condition to initiating the proceeding.

### ***Fractional Shares***

Depending on the amount client invests in their Program Account, client may hold whole or fractional shares, or a combination of the two, in the ETFs in which client's account invests. Fractional shares exist only on the books of Apex and are generally not transferrable outside of client's Account. As a result, fractional shares may not be marketable or transferrable to another brokerage account. In the event of a liquidation or transfer of the assets in a client's Account to another account, such fractional shares may be converted to cash. Trading of fractional shares is provided as a service to clients. PCS does not act in a principal capacity when engaging in trades of fractional shares for client Accounts.

### ***Electronic Signature and Delivery***

Clients accepted the client agreement ("Client Agreement") by electronic means (such as clicks or other online means) and as such, the Client Agreement is legally binding and is considered to have been "signed" by the client with the same effect as a manual signature. When establishing a joint account, each client accepted the Client Agreement by electronic means (such as clicking the check-box indicating such client's acceptance of the Client Agreement), and as such, the Client Agreement is legally binding and is considered to have been signed by each owner of a joint account with the same effect as a manual signature. Electronic records of the Client Agreement that are made online will also be considered to be "in writing." Clients agreed not to dispute the validity or enforceability of any Client Agreement they entered into electronically (or anyone else using the client's authentication devices, such as a password or PIN). During the application process, clients agreed to electronically receive and provide all relevant information and signatures, including agreements, forms, statements, confirmations records, client communications, privacy notices, Form ADV disclosures, and other documents related the client's Account. Clients have an obligation to maintain an accurate and up-to-date email address to ensure that they have the ability to read, download, print and retain documents that they receive from PCS. PCS will generally contact clients via electronic communications for events such as Account opening funding reminders; termination alerts if the Account is not funded; Portfolio and rebalancing updates; and various other notifications. With respect to joint accounts, notice provided to any one joint owner will be deemed to be notice to all joint owners for all purposes.

### ***Portfolio Implementation***

When PCS considers changes to allocations in the Portfolios, or changes to the ETFs used to fulfill the allocations used within the Portfolios, Envestnet implements the Portfolio asset allocation subject to PCS's direction and directs trading for clients. Envestnet will seek to adhere to a process designed to ensure fair and equitable treatment of PCS relative to its other similarly-situated clients when providing services to PCS, trading for its own clients, or trading for its own accounts, its affiliates or any of their directors, officers, agents or employees. Depending on the



circumstances, including the timing and dissemination of investment recommendations or related changes, Envestnet at times will recommend changes, or execute transactions for its discretionary accounts, before directing trading for PCS clients.

Envestnet may have already started trading for its clients before PCS has directed Envestnet to trade for PCS's clients. Transactions PCS ultimately places for its clients may be subject to price movements, particularly with large orders relative to the given security's trading volume, which may result in PCS's clients receiving prices that are less favorable than the prices Envestnet's other clients receive. Envestnet takes reasonable steps to minimize the market impact caused by transactions for accounts over which it has no investment or trading authority. However, because Envestnet does not control PCS's trading for PCS's clients, Envestnet cannot control the market impact of those transactions to the same extent that it would for accounts over which it has investment or trading authority.

Envestnet, in its sole discretion, may not be able to direct trades or otherwise take certain actions for clients due to (i) regulatory requirements; (ii) Envestnet's internal policies and procedures; (iii) actual or potential conflicts of interest or the appearance of such conflicts; or (iv) any other reason in Envestnet's sole discretion.

Envestnet does not act as a fiduciary to any client, investment adviser to any client for purposes of the Advisers Act, or a "fiduciary" or "investment manager" to any client, as those terms are used in Section 4975 of the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974.

### ***Proxy Voting***

A client's custodian or transfer agent will send the client certain issuer and issuer-related communications (proxies, tender offers, proposed mergers, rights offerings, exchange offers and warrants, among other things) that require a voting decision or other action for ETF shares held in the Account. PCS does not vote proxies for ETF shares in client Accounts.

### ***Conflicts of Interest or Potential Conflicts of Interest***

Conflicts of interest or potential conflicts of interest commonly refer to activities or relationships in which the interests of PCS or its affiliates compete with the interests of PCS's clients. As an indirect wholly-owned subsidiary of Prudential, PCS is part of a diversified, global financial services organization. PCS is affiliated with many types of financial service providers, including broker-dealers, insurance companies and other investment advisers. Some of PCS's staff are employees and officers of some of these affiliates.

PCS has engaged QMA, an investment adviser affiliate of PCS, to perform certain portfolio research services for the Programs and pays QMA a fee for its services. Because QMA is an affiliate of PCS, PCS has an incentive to choose QMA over unaffiliated service providers to provide these services. PCS, however, conducts annual due diligence of QMA's performance of its duties as describe below in the portfolio manager selection process.

PCS retains third-party advisers and other service providers to provide various services. A service provider may provide services to PCS while also providing services to affiliates of PCS and may negotiate rates in the context of the overall relationship. PCS may be unable to obtain the same fee rates from a given service provider that its affiliates negotiated, and PCS may not know about these lower negotiated rates.

PICA and its affiliates share certain employees with PCS. The principal executive officers and other control persons of PCS are employed by and allocate a substantial portion of their time to management of PICA and other subsidiaries of PICA. This arrangement at times will result in competing priorities and resources to execute each entity's business plans.

The Programs are only currently available to existing Accounts and PCS will not recommend products or services to clients other than the Programs. Occasionally, PCS, through its supervised persons, may refer a client to one of its affiliates, and such affiliate may offer other products or services. Client should read any materials associated with such products or services to determine whether they are in client's best interest or whether client should become a customer of such affiliate. PCS does not receive any fees or other compensation for such referrals.

Financial Advisors may receive nominal non-cash awards for referring you to other Prudential products or services. Likewise, certain other Prudential employees may receive nominal non-cash awards for referring you to a Financial Advisor. These awards create an incentive for Prudential employees to refer you to Financial Advisors and for Financial Advisors to refer you to other Prudential products or services. Such awards are not dependent on whether you ultimately purchase a product or service or invest in a Program account.

PCS's affiliates at times will give investment advice and/or take action in the performance of their duties that differs from or is inconsistent with the advice given for other client or employee Accounts. In addition, PCS's recommendations at times will differ from its affiliates' recommendations or guidance.

Some PCS supervised persons, including Investment Committee members, have significant other duties for Prudential affiliates. These persons are not required to devote all or any specific portion of their working time to PCS's clients, and conflicts of interest from time to time arise in allocating management time, services, or functions among PCS and other Prudential affiliates. PCS seeks to make clients aware of this conflict through disclosure in this Brochure.

Representatives of PCS's Investment Management, Operations, Marketing, Product, Compliance, and Legal departments meet on a quarterly basis to identify and discuss potential conflicts of interest and review risk controls, policies and procedures. Although this group attempts to assess risk, this does not mean risks are eliminated. This group reviews potential conflicts of interest practices and implements enhancements to seek to identify, mitigate or eliminate such risks, as necessary.

## ***Error Correction***

PCS seeks to correct any of its processing errors in a fair manner. In the event of an error, PCS will attempt to reverse the trade error and restore the client to his or her position before the error had occurred. If applicable, PCS, through Envestnet and/or Apex, will complete the original transaction. Where reallocation is not permissible or practicable, PCS will cause trades to be made in client Accounts as necessary to correct the error and will reimburse clients for any losses caused by Apex and Envestnet.

If an error correction results in a gain, PCS will keep the gain to the extent permitted by applicable laws and will not give clients any gains from errors. PCS places gains from errors in its general account and uses them at its discretion. If PCS does not use gains to cover an expense within a fiscal year, PCS will treat the gains as profit.

Generally, PCS will make reasonable efforts to work with a third party to correct any error the third party has caused so that the third party will reimburse the client for any loss. However, PCS may, in its sole discretion, determine to provide financial or other assistance with the appropriate correction of third parties' errors. PCS does not use soft dollar arrangements to correct any trades or directly sell to or purchase securities from client Accounts to correct trades.

## ***Cost of Programs***

A Program may cost a client more or less than paying for the Program's services separately or from others, depending on the amount of activity in a client's Account and the value of advisory, custodial, trade execution, and other services provided in the Program.

## ***Fees and Compensation***

### ***The PMA Strategic Portfolios Program***

PCS charges an annual client fee based on the Account market value of the client's assets under management, including amounts allocated to cash.

The first \$100,000	0.79%
On the next \$400,000	0.69%
Amounts above \$500,000	0.59%

A client whose account is valued at \$1 million would pay an annual fee of 0.79% on the first \$100,000 of assets; an annual fee of 0.69% on the next \$400,000 of assets; and an annual fee of 0.59% on the remaining \$500,000 of assets in the account.

### ***The PMA Reserve Portfolio Program***

PCS charges an annual client fee of 0.20% based on the Account market value of the client's assets under management, including amounts allocated to cash.

## ***General Fee Information***

The client fee covers the services of PCS, Envestnet, QMA, and Apex. Clients do not pay trading commissions in the Programs. PCS is the sponsor of and the sole Portfolio Manager (defined below) in the Programs. PCS pays Envestnet, QMA, and Apex from the client fee and retains the remainder for its services as sponsor and Portfolio Manager.

The client fee is deducted directly from the Account, generally from the Sweep Account. If there are insufficient funds in the Sweep Account to cover the client fee, PCS will sell sufficient securities in the Account to cover the negative balance. Sales of securities could have a negative effect on the Account's performance and may cause tax consequences which will be the client's sole responsibility. Fees are negotiable at PCS's sole discretion. PCS, in its sole discretion, may waive or reduce the client fee for certain clients without notice to any other clients.

In addition to the client fee, clients pay their pro rata share of an ETF's fees and expenses, which are described in its prospectus.

The client fee does not include incidental services the client requests or incurs such as express postage and handling charges, returned ACH or check charges, wire or transfer fees, or transfer taxes. The client fee also does not include other fees and charges of third parties or PCS such as foreign exchange fees; any fees associated with American Depositary Receipts; Securities and Exchange Commission fees; fees and charges that Apex may assess for certain services related to the brokerage account (i.e., IRA maintenance (for PMA Strategic Portfolios only) or termination fee, etc.); other broker-dealers' charges; markups, markdowns, or spreads; or other fees mandated by law.

The client fee is payable quarterly in arrears and deducted from the Account. The client fee is based on the average daily balance of the Account in the prior quarter and the number of calendar days in the prior quarter. At the time of Account termination, the fee will be charged immediately and prorated based on the number of days starting from beginning of the current calendar quarter until Account termination. A client that changes from one Program to another during the quarter will pay a prorated fee at the end of the quarter based on the Account market value and number of days in each Program. The client fee is calculated on the entire Account value including cash in the Sweep Account. The client's custodian calculates the Account value based on the closing prices of securities in the Account. If a closing price is unavailable or unreliable, PCS will assign a fair value to the security in accordance with its valuation procedures.

Representatives of PCS's affiliated advisers, broker-dealers, and insurance agencies or brokers who have recommended the Programs to their clients do not receive compensation as a result of their client's participation in a Program.

### **Assets Under Management**

As of March 1, 2020, PCS managed approximately \$ 13,106,905 of client assets.

## **Item 5. ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS**

### **Minimum Account Size**

The minimum Account balances to enroll in the Programs are:

The PMA Strategic Portfolios Program	\$1,000
The PMA Reserve Portfolio Program	\$100

Clients who opened an Account prior to December 8, 2020 will be required to meet the applicable minimum Account balance within 90 days of opening the Account unless otherwise waived by PCS. PCS in its discretion may terminate any Account that does not meet the applicable minimum Account balance in the required time frame. A client who opened a PMA Strategic Portfolios Program Account prior to December 8<sup>th</sup>, 2020 with an initial deposit of \$100 and authorized a recurring monthly ACH deposit of at least \$100 is excluded from the requirement to meet the initial minimum Account balance within 90 days for as long as the Account is set up to receive recurring monthly ACH deposits of at least \$100. The monthly ACH deposits will be held in the Sweep Account. PCS will not invest funds received in any Account prior to the full receipt of the minimum Account balance; these funds will be held in the Sweep Account pending investment. PCS may, in its sole discretion, terminate a client's participation in the Program if the market value of the client's Account falls below the minimum Account balance. PCS, in its sole discretion, may lower the minimum Account balance for certain clients.

A client's cash contribution into an Account will remain uninvested and unmanaged until the client has funded its Account with the minimum Account balance in cash or PCS has waived the minimum Account balance in writing. Envestnet generally requires up to five (5) business days to begin investing client assets in accordance with the Portfolio.

### **Types of Clients**

The Programs are only available to existing Accounts which consists of individuals and joint accounts. Additionally, the PMA Strategic Portfolios are available to existing Traditional/Roth/Rollover IRAs and UTMA/UGMA Accounts. Clients with non-U.S. addresses may not participate in the Programs.

With respect to joint accounts, each joint owner is deemed an owner of the Account and the assets held therein. Only the client whose user ID and password were first used when establishing the Account, however, will: (i) be able to issue instructions regarding the management of the assets in the Account (e.g., make changes to the portfolio in which the Account is invested) and (ii) receive quarterly performance reporting concerning the Account. In all other respects, the rights and obligations of each joint owner are equal.

### **Termination of an Account**

PCS may terminate a client from a Program for failing to fund their Account with the relevant required initial minimum; for withdrawing funds from the Account in an amount that causes the Account balance to fall below the relevant minimum Account balance; or for any reason in PCS's sole discretion. PCS may also terminate a client from a Program if PCS deems the client's requested investment restrictions to be unreasonable. If PCS terminates a client from a Program, PCS will no longer provide ongoing monitoring and investment advice to the Account and will not charge a client fee as of the termination date. Before terminating a client from a Program, PCS provides reasonable advance notice. Depending upon the reason for the termination, the client may have the opportunity to resolve the reason for their Account's termination by contacting PCS. A client's Brokerage Account Agreement will continue in force until the assets are liquidated or transferred. For additional details concerning termination of the brokerage account, please refer to the Brokerage Account Agreement.

The client's Agreement with PCS will not automatically terminate upon the client's death, disability or incompetency. The Account will be placed on hold when PCS receives notification of death, disability, or incompetency. If the client's executor, guardian, attorney-in-fact or other authorized representative provides sufficient documentation to PCS (such as a death certificate), PCS will terminate the Account.

Termination of an Account will not affect: (i) the validity of any action PCS has previously taken; (ii) any liabilities or obligations for transactions initiated before termination; or (iii) PCS's or PCS affiliates' right to retain compensation, if any, from ETF shares held in the Account, or

any fees for services rendered that the client or the client's Account may have agreed to pay. PCS will have no obligation to take any action on assets in a client's Account after termination except as the client directs for purposes of closing the Account.

### **Unclaimed Property**

PCS may transfer Account balances and funds attributable to certain uncashed checks issued from Accounts to a state unclaimed property administrator if no activity occurs in the Account or the check remains outstanding within the time period specified by applicable state law.

## **Item 6. PORTFOLIO MANAGER SELECTION**

PCS is both the Program sponsor and the sole Portfolio Manager for the Portfolios. It is responsible for evaluating QMA's recommendations and determining whether or not to use them for the Portfolios. PCS's Investment Committee reviews QMA's performance of its duties as a service provider annually. PCS also reviews the performance of the Portfolios at least quarterly for adherence to stated investment strategies and comparison of performance to benchmarks. PCS or its agent calculates the performance of the Accounts. PCS calculates the performance of the Portfolios. No third-party reviews Account performance to determine or verify its accuracy or its compliance with presentation standards.

## **Item 7. CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS**

PCS is the Portfolio Manager in each Program, and Financial Advisors have access to information about clients.

## **Item 8. CLIENT CONTACT WITH PORTFOLIO MANAGERS**

There are no restrictions on a client's ability to contact PCS about the management of the client's Account.

## **Item 9. ADDITIONAL INFORMATION**

### **Disciplinary information**

There are no legal, regulatory or disciplinary events involving PCS or any of its management persons.

### **Other financial industry activities and affiliations**

The sole business of PCS is to provide investment advisory services to its clients. Neither PCS nor any of its management persons is registered or has an application to register as a broker-dealer, futures commission merchant, commodity pool operator or a commodity trading advisor.

PCS is an affiliate of Pruco, an SEC-registered broker-dealer and investment adviser. Certain of PCS's management persons and other employees are registered representatives of Pruco. PICA and its affiliates provide services and support to PCS.

### **Code of Ethics**

PCS has adopted a Code of Ethics ("Code") that defines its fiduciary commitment to each client. This Code applies to all supervised persons of PCS and persons who have access to certain time sensitive trading, holdings, or research information. The Code was developed to provide general ethical guidelines and specific instructions regarding PCS's duties to its clients. PCS and its supervised persons owe a duty of loyalty, fairness and good faith towards each client. PCS supervised persons must adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. PCS will provide a copy of the Code to any client or prospective client upon request. PCS's supervised persons are required to report any violation of the Code promptly to PCS's chief compliance officer.

### **Participation or Interest in Client Transactions and Personal Trading**

PCS recommends and invests in ETFs on behalf of clients that its supervised persons may also buy, sell or have a financial interest or position in. This could result in supervised persons buying or selling an ETF for their own accounts in a manner that is different from advice given to clients or at about the same time that the same ETF is being recommended, bought or sold for clients and receiving better execution prices. PCS maintains policies and procedures that require

“Access Persons” (defined as persons with access to non-public information regarding PCS recommendations to clients, involved in making security recommendations and all of PCS directors and officers) including Financial Advisors to report personal securities accounts and holdings, and to obtain prior Compliance approval before trading an ETF offered in the Programs. PCS’s policies also prohibit Access Persons from making short-term profits on ETFs offered in the Programs.

### **Review of Accounts**

PCS's Investment Committee reviews the performance of the Portfolios in each Program at least quarterly, reviews the Portfolios’ holdings, and determines if changes should be made.

PCS requests, on a quarterly basis, that its clients notify PCS if their financial information or investment goals and objectives change. Additionally, PCS attempts to contact each client no less frequently than annually to confirm that the client's personal financial situation has not materially changed since the most recent Program and Portfolio was recommended.

Clients will receive: (1) confirmations of transactions; (2) Account statements at least on a quarterly basis; and (3) a performance report that will list the client’s ETF and cash allocations, and, the account’s rates of return and its performance history. PCS may change the content of these statements and reports at any time without notice to clients. The client’s custodian will provide clients an Account statement at least quarterly. After the Account is opened, PCS or its service provider will provide clients with a prospectus or summary prospectus for ETFs purchased in a client's Account. Clients should compare reports they receive from PCS with statements they receive from Apex.

### **Client Referrals and Other Compensation**

Other than a no-fee referral to PCS's affiliate Pruco, PCS does not currently have any referral arrangements with other parties but reserves the right to enter into such arrangements. If PCS refers a client to Pruco, PCS will disclose to the client at the time of the referral the nature of the affiliation between PCS and Pruco.

### **Financial Information**

Neither PCS nor its management has any adverse financial situations that would reasonably impair the ability of PCS to meet its contractual obligations to its clients.