

# **Prime Capital Investment Advisors, LLC**

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## **Form ADV Part 2A**

Date of Brochure: November 2021

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This brochure provides information about the qualifications and business practices of Prime Capital Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 913-491-6226 or at [compliance@pciawealth.com](mailto:compliance@pciawealth.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Prime Capital Investment Advisors, LLC is also available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can view Prime Capital Investment Advisors' information on this website by searching for Prime Capital Investment Advisors. You may search for information by using Prime Capital Investment Advisors' name or by using Prime Capital Investment Advisors' CRD number. The CRD number for Prime Capital Investment Advisors is 288712.

\*Registration as an investment adviser does not imply a certain level of skill or training.

**Item 1 - Cover Page**

## Item 2 – Material Changes

On July 28, 2010, the United State Securities and Exchange Commission published “Amendments to Form ADV,” adopting new rules which required us to amend the disclosure brochure (“Brochure”) that we provide to clients.

In the following Summary of Material Changes, we report only the material change(s) made since the September 30, 2021 update of this Brochure.

- No items to report.

The following change was made to Item 1 of this Brochure.

- PCIA’s mailing street address changed from 6201 College Blvd., 7th Floor to 6201 College Blvd., Suite 150.

Other change(s) were made to Items 4, 5, and 16. Full details are outlined in this Brochure, which is available upon request.

***Due to the changes made to this Brochure since prior updates, we suggest that all of our clients carefully review this new Firm Brochure in its entirety and discuss any questions with their investment adviser representative (“IAR”, “rep-advisor”, “financial professional”).***

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## **Item 4 – Advisory Business**

Prime Capital Investment Advisors, LLC (referred to as “PCIA”, “Adviser”, “Firm”, “Prime Capital Investment Advisors” or “we” throughout this document) is an investment adviser registered with the United States Securities and Exchange Commission. PCIA is a limited liability company (“LLC”) formed in May 2017 under the laws of the state of Kansas. PCIA offers investment advisory and investment management services including asset management (wrap fee management program) and allocation services, qualified retirement plan sponsor and trustee services, financial planning services, business planning services, and consulting services. PCIA has been registered as an investment adviser since June 23, 2017.

### ***Our Principal Owners***

Prime Capital Investment Advisors, LLC (“Firm”) is 100% owned by CHHSZ Holdings, LLC. CHHSZ Holdings, LLC is a limited liability company “LLC” formed in October 2019 under the laws of the state of Delaware. The major decisions of a strategic and administrative nature for the Firm are made by Scott Colangelo – Chairman, Brian Dillbeck – Chief Financial and Operations Officer (“CFO”, “COO”), Tim Hakes – Vice Chairman and President, Glenn Spencer – Chief Executive Officer (“CEO”), and Anthony Woodard – Chief Risk and Compliance Officer (“CRO”, “CCO”).

### ***Client Assets Managed by Adviser***

The amount of clients’ assets managed by Adviser (PCIA) totaled \$12,483,171,699 as of December 31, 2020 of which \$6,306,584,032 was managed on a discretionary basis and \$6,176,587,668 was managed on a non-discretionary basis. The total assets under management (“AUM”) for PCIA and all affiliates under common control with PCIA was \$12,813,722,647 as of December 31, 2020. This figure includes the aforementioned amount of clients’ assets managed by PCIA.

### ***Advisory and Investment Management Services Offered***

#### **Asset Management Services (“Wrap Fee Management Program”)**

PCIA offers asset management services to retail advisory clients through a wrap fee management program. In our wrap fee management program, the fee for advisory services (including asset management) and transaction costs (including ticket charges and commissions on purchase and sales of stocks, bonds, exchange-traded funds and options) are “wrapped” into one fee. Such Asset Management Services are considered a wrap fee program. Whenever a fee is charged for such services, we will receive

all or a portion of the fee charged. Participants in our wrap fee management program will receive a separate *Wrap Fee Brochure for Asset Management Services*.

PCIA offers asset management services to retail advisory clients, which involves PCIA providing you with continuous and ongoing supervision over your accounts. In providing asset management services, PCIA will continuously monitor your account and make trades in your accounts when necessary. PCIA will assist clients in determining their objective(s), investment strategy, and investment suitability, prior and subsequent to opening an Asset Management account. Through personal discussions and other means in which goals and objectives based on a client's particular circumstances are established and after the client provides PCIA with specific details concerning his or her current financial situation, investment objectives, and risk tolerance, PCIA develops a client's Investment Policy Statement "IPS". Your account will be managed by PCIA based on this policy, your financial situation, investment objectives and risk tolerance. Clients must contact us to notify of any changes in their investment objective(s) and/or financial situation.

PCIA will actively monitor your account and will make management recommendations and decisions regarding buying, selling, reinvesting or holding securities, cash or other investments. PCIA provides this service to individuals, trusts, estates, charitable organizations, corporations, qualified and non-qualified retirement programs and deferred compensation programs.

When making the determination of whether one of the advisory programs available through PCIA is appropriate for your needs, you should bear in mind that fee-based accounts, when compared with commission-based accounts, often result in lower costs during periods when trading activity is heavier, such as the year an account is established. However, during periods when trading activity is lower, the fee-based account arrangements may result in a higher annual cost for transactions. Thus, depending on a number of factors, the total cost for transactions under a fee account versus a commission account can vary significantly. Factors which affect the total cost include account size, amount of turnover, type and quantities of securities purchased or sold, commission rates and your tax situation. It should also be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and PCIA.

You should discuss the advantages and disadvantages of fee-based and commission-based accounts with your investment adviser representative ("IAR") and you should also read the Wrap Fee Disclosure Brochure carefully as it explains, in detail, our Asset Management Services.

We recommend that your assets to be allocated to our Asset Management Services Program be maintained in a brokerage account with Schwab Advisor Services division of Charles Schwab & Co., Inc. ("Schwab"), an SEC registered broker/dealer and member NYSE/SIPC. Schwab is the qualified custodian

for all accounts established through our Asset Management Services Program. You will appoint PCIA as your investment adviser of record on specified accounts. Your account will consist only of separate account(s) held by the qualified custodian under your name. PCIA does not act as custodian and does not have direct access to your funds and securities except to have advisory fees deducted from your account with your prior written authorization. The qualified custodian will maintain physical custody of all funds and securities of your Account, and you will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) for your account.

You will authorize PCIA to have trading authorization on your account and we will provide asset management services. You will authorize either discretionary or non-discretionary management in your agreement for our Asset Management Services. If you have authorized us to provide asset management services on a discretionary basis, we will make all decisions to buy, sell or hold securities, cash or other investments in your managed account in our sole discretion without consulting with you before making any transactions. You must provide us with written authorization to exercise this discretionary authority, and you can place reasonable restrictions and limitations on our discretionary authority.

The investment recommendations and any decisions of PCIA on behalf of participants in any strategy, allocation, or portfolio offered by PCIA are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable or meet the needs of the client. There are risks and loss of principal is one of those risks.

The following strategies, allocations, and portfolios are available through and are pursuant to the Firm's *Unified Client Agreement* ("UCA"):

#### **Core Portfolios**

***Elements Series*** – Passive, index-based strategies designed and intended for advisory accounts with an initial investment amount, or an ongoing balance, below \$2,500.

***Genesis Series*** – Passive, index-based strategies.

***Generations Series*** – Passive, index-based strategies offering a more focused equity component across specific sub-asset classes.

***Ambassador Series*** – Actively managed risk-based strategies.

***Sustainability ESG Series*** – Actively managed risk-based strategies (built around the ESG criteria)

***Diversified Income Strategy***

#### **Satellite Strategies**

***Sector Rotation Strategy***

***Focused Equity Strategy***

***Tactical U.S. Equity Strategy***

***Tactical International Equity Strategy***

***Focused Yield Strategy***

***Select Alternative Strategy – Liquid***

***Total Stock Portfolio (Core-Focused)***

***Covered Calls Strategy***

**Custom Strategies**

***Focused Yield PLUS Strategy***

***Alternative Investments***

***Private Offerings*** (available to clients who meet the definition of an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act of 1933 and a “qualified client” under Advisers Act Rule 205-3)

***Custom IPS***

***Custom IPS PLUS***

The following strategies are pursuant to the Firm’s *Performance-Based Advisory Services Agreement* and is only available to natural individual clients meeting the SEC’s definition of “qualified clients” under Advisers Act Rule 205-3.

***Absolute Return Strategy***

***Opportunistic Growth Strategy***

Further descriptions of the above programs are provided in the Firm’s *Wrap Fee Brochure for Asset Management Services*.

**Managed Account Allocations for Plan Participants**

PCIA also offers its discretionary investment advisory services to 401(k), 403(b), Employee Stock Ownership Plans (ESOP), profit sharing, defined benefit pension and deferred compensation plans and their participants. These services are offered through platforms made available by Ascensus, Empower Retirement, Fidelity, Newport Group, OneAmerica, Principal Financial, Prudential, TIAA-CREF, Transamerica Retirement Solutions, and through other Plan administrator firms, custodians, and record



keepers that clear through Fidelity, Matrix Financial Solutions, Inc., Mid Atlantic Trust Company, Reliance Trust Company, Schwab, State Street, and Wilmington Trust. In some instances, PCIA will work with a designated subadvisor or co-fiduciary to provide these services. PCIA provides such qualified retirement plan services subject to the limitations and restrictions imposed by the applicable platform chosen by the client. Other advisers may provide such advisory services to retirement plans through platforms and custodians not available to PCIA.

By electing these investment advisory services, Plan(s) and Plan participants are offered risk based managed account allocations (Conservative Income, Income, Conservative Growth, Growth and Aggressive/Aggressive Growth). These allocations are comprised of investment options made available through and custodied by the applicable platform provider.

As part of its Qualified Plan Investment Advisory recommendations, PCIA may from time-to-time cover expenses incurred by Qualified Plan participants as part of any investment option change, transfer or rebalance which triggers a charge, adjustment or fee to the participant. The facts and circumstances of any type of expense coverage by PCIA will be fully disclosed to the applicable Qualified Plan Sponsor and Qualified Plan participant(s) prior to payment by PCIA and crediting to the respective participant account.

### **Qualified Retirement Plan Sponsor and Trustee Services**

PCIA, doing business as, Qualified Plan Advisors (“QPA”), also offers Qualified Retirement Plan services to Plan Sponsors and/or Plan Trustees. These services include design, implementation, monitoring and reporting of a Plan's Investment Policy Statement; analysis, monitoring and reporting of investment options made available to Plan participants; ERISA Section 3(38) investment manager services; Pension consulting; Plan design consulting; Form 5500 review; Plan trustee fiduciary communication and training; Plan benchmarking reporting; Plan Participant enrollments and education; Plan Health; a stream-lined ERISA Section 3(38) plan-level fiduciary service engagement named *Fiduciary Complete*. Such services do not constitute accounting or legal advice. PCIA does not custody plan assets and is not a recordkeeper or third-party administrator. PCIA provides qualified retirement plan advisory, plan sponsor and trustee services subject to the limitations and restrictions imposed by the applicable platform chosen by the client. Other advisers may provide such advisory services to retirement plans through platforms and custodians not available to PCIA.

### **Collective Investment Funds Services**

A collective investment fund also known as a collective investment trust is a bank-maintained fund that is

exempt from registration as a mutual fund under the Investment Company Act of 1940 and only available to qualified retirement plans. PCIA offers investment advisory services by serving as an investment adviser to the Fiduciary Investment Trust (including Core Series) funds (also referred to as the Funds throughout this brochure). The Funds are organized as collective investment trusts.

Comerica Bank & Trust, National Association (“Comerica”) serves as the Funds’ trustee and administrator, hires and fires the investment adviser of the Funds and selects the qualified custodian. Comerica has established accounts for the Funds at its bank, which serves as the qualified custodian. UMB Fund Services provides the Funds with fund administration and accounting, omnibus transfer agency and sales support.

As investment adviser PCIA provides investment advice and management services to the Funds. The Funds are available only to retirement plans as an investment option: Aggressive; Growth; Balanced; Moderately Conservative; Conservative; and Core Series: Large Cap; Mid Cap; Small Cap; International Equity; Bond; Opportunistic Global Yield. Some retirement plans investing in the Funds could also be clients of PCIA.

Where such a plan is otherwise a client of PCIA, PCIA may perform Fiduciary Consulting Services, except for selecting, monitoring or recommending any Funds, in which case it will receive a fee for such plan-level service. The plan sponsor is responsible for selecting and monitoring Funds.

The investment management fee paid by the Funds to PCIA may be at a rate that is higher than the fee PCIA typically receives from the plan for the plan-level Fiduciary Consulting Services. Please refer to Item 5 of this Brochure for a description of our fees.

Increases in Funds assets will result in increases in total management fees paid to PCIA. In recognition of that incentive and to avoid any potential conflict of interest, any retirement plan utilizing PCIA’s Fiduciary Consulting Services will need to make its own independent investigation and evaluation of the Funds.

The Funds currently compose the sole collective investment fund client advised by PCIA. PCIA maintains limited power of attorney to act on a discretionary basis when managing the investments of the Funds. PCIA is responsible for investment selection, asset allocation, and asset management decisions regarding the Funds. PCIA does not have authority to disburse assets or securities from the Funds.

## **Financial Planning Services**

PCIA also offers financial planning services for individuals, families, estates, and businesses including investment advice. An agreement is executed by the client and PCIA outlining the terms and fees

associated with developing a client's financial plan. The purpose of this service is solely to create a financial plan for the client.

The planning process focuses on such areas as developing a comprehensive financial plan, portfolio evaluation, cash flow analysis, education planning, retirement account investment analysis, retirement planning, tax projections and planning, risk management, including a review of insurance coverage (which will exclude property and casualty insurance), estate analysis and planning, planning for special needs family members, negotiation of the purchase of substantial assets, and budgeting. This service may or may not grant discretionary power to PCIA or IAR. Fees for financial planning services may be charged when assets are not under management of PCIA and depend on the nature and complexity of the client's circumstances and needs. Clients may also elect to receive certain financial planning services on a monthly subscription basis. The exact fees and other terms (including discretion) will be outlined in the agreement between you and PCIA.

A client's IAR may be a Registered Representative of Private Client Services ("Broker-Dealer"), which is a Broker-Dealer registered with the Securities Exchange Commission ("SEC") and a member of the Financial Industry Regulatory Authority ("FINRA"). PCIA and Private Client Services are not affiliated. A client's IAR as a Registered Representative is capable of effecting on the client's behalf transactions in various securities products, including stocks, bonds, mutual funds, variable annuities, and variable life insurance. However, a client is always free to execute securities transactions and purchase insurance products through someone other than his or her PCIA IAR. If a client chooses to purchase securities products through his or her PCIA IAR in the capacity as a Registered Representative, then all such transactions will be placed through Private Client Services. Broker-Dealers are required to supervise the securities trading of their representatives. In this event, Private Client Services and Client's Registered Representative will receive compensation, including commissions and possible 12b-1 fees normally paid in connection with the sale of securities products.

If a client elects to purchase insurance products through his or her PCIA IAR, IAR will receive commissions normally paid in connection with these products in a separate capacity as a licensed insurance agent.

The aforementioned compensation will be in addition to the fees a client will pay for "Financial Planning Services". Please see Item 14 of this Brochure for more information about the conflicts of interest associated with this arrangement.

PCIA provides the following types of financial planning services:

## **Custom Financial Planning Services**

### ***Available Financial Planning Services***

- Retirement Planning
- College/Education Saving
- Major Purchases
- Budget/Cash-flow Analysis
- Investment Management
- Tax Planning, Projection
- Risk/Insurance Analysis
- Estate Review & Analysis
- Caring for parents / special needs planning
- Charitable Giving
- Business valuations and buy/sell planning (for business owners)

### **Special Notice regarding Estate Planning and Tax Planning Services**

Since PCIA does not practice law or accountancy, this work will generally be done in coordination with lawyers and accountants separately selected and employed by the client.

## **Business Planning Services and Consulting Services**

Business planning services include working with a client's legal and accounting professionals to gather and analyze the client's current circumstances, to help define the client's cash flow management, company financing, business valuation, succession planning, qualified corporate risk management and choice of entity.

Consulting services provided by PCIA include but are not limited to monitoring and performance reporting, investment manager review and selection, documentation review and analysis of general financial markets, public security markets and sector industries. In addition, consulting services could include review and analysis of qualified and non-qualified retirement program design, operations, fee and/or expense structure and investment options. Since PCIA does not practice law or accountancy, this work will generally be done in coordination with lawyers and accountants separately selected and employed by the client. These services may or may not grant discretionary power to PCIA or IAR. Fees for business planning services or consulting services may be charged when assets are not under management of PCIA and depend on the nature and complexity of the client's circumstances and needs. The exact fees and other terms (including discretion) will be outlined in the agreement between you and PCIA.

A client's IAR may be a Registered Representative of Private Client Services ("Broker-Dealer"), which is a Broker-Dealer registered with the Securities Exchange Commission ("SEC") and a member of the Financial

Industry Regulatory Authority ("FINRA"). PCIA and Private Client Services are not affiliated. A client's IAR as a Registered Representative is capable of effecting on the client's behalf transactions in various securities products, including stocks, bonds, mutual funds, variable annuities, and variable life insurance. However, a client is always free to execute securities transactions and purchase insurance products through someone other than his or her PCIA IAR. If a client chooses to purchase securities products through his or her PCIA IAR in the capacity as a Registered Representative, then all such transactions will be placed through Private Client Services. Broker-Dealers are required to supervise the securities trading of their representatives. In this event, Private Client Services and Client's Registered Representative will receive compensation, including commissions and possible 12b-1 fees normally paid in connection with the sale of securities products.

If a client elects to purchase insurance products through his or her PCIA IAR, IAR will receive commissions normally paid in connection with these products in a separate capacity as a licensed insurance agent.

The aforementioned compensation will be in addition to the fees a client will pay for "Business Planning Services" or "Consulting Services". Please see Item 14 of this Brochure for more information about the conflicts of interest associated with this arrangement.

### **Seminar(s) for Fee(s)**

Please note that this section refers to educational seminars for individuals and does not refer to retirement plan sponsor/participant education. The intent of an educational seminar is to provide the attendee with various educational topics that are general in nature. The educational seminar will be impersonal and not take into account the individual circumstances of the attendee.

As such, the educational seminar should not be considered a comprehensive review, analysis or customized advice in regards to the attendee's individual situation.

The educational seminar is not a substitute for or the same as a consultation with an investment adviser in a one-on-one context whereby all the facts of the attendee's situation can be considered in their entirety and the investment adviser can provide individualized investment advice or a customized financial plan.

It is important the attendee understands that the services of PCIA under this type of agreement do not include any financial planning, investment management, or supervision with respect to the attendee's assets. In the event that attendee desires such financial planning, investment management, or supervision

services, attendee will be required to execute a separate agreement and pay fees in addition to the fees paid by attendee to PCIA for a seminar.

PCIA requires a written Seminar Attendee Agreement to be completed for each seminar attendee before a seminar fee may be charged. This agreement is intended to be used for public seminars and not for client events. Again, public seminars are those seminars that are educational in nature and provided to the general public. Conversely, a Seminar Attendee Agreement is not required when a seminar fee is not being charged.

### **Third-Party Asset Management Services**

PCIA engages in the selection of third-party money managers. Specifically, the Firm generally offers clients access to professional third-party money managers (“TPMM”) by means of “turnkey asset management programs”, or TAMPs. A TAMP is a program sponsored by a third-party that provides a wide range of services for a program fee. Services vary depending on the program and may include one or more of the following:

- Asset allocation models
- Money manager due diligence
- Market and manager analysis
- Client proposals and risk tolerance tools
- Account administration
- Performance reporting
- Training and education support

Under such programs, we assist you with identifying your risk tolerance and investment objectives. Clients who participate in a TAMP typically will complete a program questionnaire that helps to identify their investment needs and tolerance for risk. Based on the responses to the questionnaire, client assets will be invested in a portfolio of securities that is designed to meet their investment objectives. Clients who wish to participate in a TAMP or use a TPMM will receive additional material about it that is prepared by the sponsor of the TAMP (“TAMP Sponsor”) or TPMM. The additional material must be reviewed by a client before a TAMP or TPMM account can be opened. You must enter into an agreement directly with the TAMP Sponsor or TPMM who provides your designated account with asset management services.

In general, sponsors of TAMP programs and TPMMs are given the authority to place trades on behalf of clients, a practice known as “discretion.” But some programs permit clients to impose reasonable

restrictions on the management of their accounts. For example, the client may be able to specify that the client's assets not be invested in certain types of securities, such as securities issued by tobacco companies. The TAMP Sponsor or the TPMM determines the reasonableness of the restrictions. TAMP Sponsors and TPMMs are responsible for continuously monitoring client accounts and making trades in client accounts when necessary. Some TAMP Sponsors and TPMMs will not open an account unless a specified minimum amount of money will be invested, but they usually reserve the right to waive the requirement, and often do so.

The Firm's involvement in third-party asset management services is generally limited to acting as either a (1) "solicitor" or (2) "co-advisor" for third-party program sponsors. The Firm's obligations will vary to some extent depending on the nature of its role, and also will vary from one TAMP to another or from one TPMM to another.

When the Firm acts as a solicitor, it refers clients to unaffiliated investment advisers who are TAMP Sponsors or TPMMs that offer asset management and other investment advisory services or sponsor so-called wrap fee programs. As a result of the referral, we are paid a portion of the fee charged and collected by the TAMP Sponsor or TPMM in the form of solicitor fees. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations. Clients referred by the Firm enter into an investment advisory agreement directly with the TAMP Sponsor or TPMM, which typically may be terminated by either party upon written notice. PCIA is not a party to this agreement and does not have investment management responsibility for the provision of TAMP or TPMM services. Rather, the Firm's role is limited to referring clients to the TAMP or TPMM and performing limited advisory services, assisting with certain administrative functions, and acting as a liaison between the client and the TAMP Sponsor or TPMM. Again, we do not have any trading authority with respect to your designated account managed by the TAMP Sponsor or TPMM. The Firm's rep-advisor will provide the client with a copy of the TAMP Sponsor's or TPMM's brochure describing the program, as well as a separate solicitor disclosure document describing the solicitor arrangement between PCIA and the TAMP Sponsor or TPMM. The TAMP Sponsor's or TPMM's brochure and investment advisory agreement should describe its responsibilities and PCIA's responsibilities, and should be reviewed carefully before investing in the program.

Under a typical co-advisory arrangement, the joint client "client" enters into an agreement with both the Firm and the TAMP Sponsor or TPMM, which may be terminated by any party upon written notice. PCIA's rep-advisor performs non-discretionary advisory tasks in addition to the ministerial or other tasks provided in some solicitor arrangements, including assisting the client with determining the appropriate

asset allocation model, reviewing the client's account activity, and reviewing the account with the client at least annually to identify any changes in the client's information, financial situation, investment objectives or restrictions placed on the account. Under a co-advisory arrangement, PCIA and its rep-advisors are responsible for recommending TAMP or TPMM model allocations to clients and for determining if such recommendations are suitable for and in the best interest of clients. To the extent the client is a "Retirement Client", PCIA acknowledges that it is a "fiduciary" (as defined by Employee Retirement Income Security Act of 1974 ("ERISA")) with respect to such Account, Securities, or other Investment Property that are subject to ERISA. As a result of the co-advisory arrangement, we are paid a portion of the fee charged and collected by the TAMP Sponsor or TPMM in the form of advisory fees.

For all clients with TAMP or TPMM accounts, the Firm's rep-advisors will, at least once per year, contact the client to review and update the client's investment objectives and account restrictions, investment programs or asset allocation models based on changes in the client's goals, objectives and/or financial situation. The TAMPs or TPMM platforms currently offered by PCIA are listed below. For more information about these programs, the fees applicable to them, and other matters of interest, please review Item 5 of this Brochure and the investment advisory or wrap program disclosure document of the relevant program sponsor, which will be provided to you before an account is opened.

- AssetMark, Inc. (Solicitor)
- City National Rochdale (Solicitor)
- Green Harvest Asset Management, LLC (Co-Advisory)
- Symmetry Partners, LLC (Co-Advisory and legacy Solicitor)

Although we review the performance of numerous third-party investment adviser firms, we enter into only a select number of relationships with third-party investment adviser firms that have agreed to pay us a portion of the overall fee charged to our clients. Therefore, PCIA has a conflict of interest in that it will only recommend third-party investment advisors that will agree to compensate us for referrals of our clients. Clients are advised that there may be other third-party managed programs not recommended by our firm, that are suitable for the client and that may be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client's financial goals or objectives will be achieved by a third-party investment adviser recommended by our firm. Further, no guarantees of performance can ever be offered by our firm (Please refer to Item 8 of this Brochure for more details.)

### **Investment Advisory Services for Sub-Advisory Relationships**



PCIA may appoint a sub-advisor to manage the assets of a client's advisory account(s) on a discretionary basis. After review of the information provided regarding a client's account(s), the appointed sub-advisor may accept or reject its appointment by PCIA to provide investment advisory (sub-advisory) services to the client. Upon acceptance of its appointment by PCIA, the sub-advisor will agree to manage the client's account(s) with discretion and to invest all securities and cash that a client may deposit into his or her account(s) without prior consultation with PCIA, subject only to the investment objectives and restrictions imposed by written notice to sub-advisor by PCIA. A client's PCIA rep-advisor will assist the client with identifying his or her risk tolerance and investment objectives. PCIA's and its rep-advisor(s)' recommendation to have a sub-advisor manage a client's account is based on the client's financial situation, level of financial sophistication, investment experience, and financial goals, and PCIA's and its rep-advisor(s)' reasonable due diligence of such items and of the sub-advisor. A PCIA rep-advisor is also responsible for reviewing a client's applicable account activity, and for reviewing the client's account(s) with the client, at least annually, to identify any changes in the client's information, financial situation, investment objectives or restrictions placed on the account, and for communicating such changes to the sub-advisor. PCIA may exercise its fiduciary duties as required or requested by a client regarding participation in the accounts managed by a sub-advisor and the strategy chosen by the client. PCIA also retains the right to terminate the aforementioned sub-advisory relationship at its sole discretion, as PCIA deems prudent. PCIA and a client's PCIA rep-advisor are also responsible for tracking and managing a client's cash held in his or her account(s), including deposits, contributions, withdrawals, and distributions, and for communicating such requests to the sub-advisor. PCIA appointed Wealthstreet Investment Advisors, LLC ("Wealthstreet") to act as sub-advisor on a small number of advisory accounts. PCIA and Wealthstreet are separate entities and are not affiliated.

## **Other Services**

### **Limited Advisory Services (also called Limited Scope Advisory Services)**

The PCIA Limited Advisory Services or Limited Scope Advisory Services Program is a wrap fee program. Neither PCIA nor any person associated with PCIA shall provide continuous ongoing supervision and management for your account. PCIA will not monitor specific securities or general portfolios within your account. You have the exclusive responsibility for the making investment decisions and monitoring of all securities that are held in or purchased or sold for your account. Participants in this wrap fee program will receive a separate *Wrap Fee Brochure for Limited Advisory Services*.

PCIA will not make any investment recommendations for your account except PCIA may provide investment recommendation for your account in response to a specific request made by you. You understand that it will be incumbent upon you to make such request, and PCIA may decline, at its discretion, to provide any recommendation for your account. The Account receiving Limited Advisory Services is expressly excluded from receiving other advisory services of PCIA, unless otherwise agreed to in writing by you and PCIA. Further description of the above program is provided in the Firm's *Wrap Fee Brochure for Limited Advisory Services*.

### **Momentum**

PCIA, doing business as, Qualified Plan Advisors ("QPA"), together with Empower Retirement, offers Momentum, a service program designed for small to mid-sized retirement plans. QPA and Empower Retirement are not affiliated. QPA does not custody plan assets and is not a recordkeeper or third-party administrator. As an ERISA 3(38) Investment Manager, QPA's services provided in connection with Momentum include Investment Selection, Plan Design, and Fund Monitoring and Oversight. QPA also provides Employee Education. Please see *Item 4 Qualified Retirement Plan Sponsor and Trustee Services* and *Item 5 Qualified Retirement Plan Investment Advisory, Plan Sponsor and/or Trustee Services Fees* for more information about QPA's retirement plan services.

### **Prime Clarity and tenclient**

PCIA offers Prime Clarity and *tenclient*. Both are enhanced service programs provided by a team of rep-advisors at no additional cost to applicable high net-worth individuals and companies who qualify for more intensive and specialized services.

### **Managed Account Services (for legacy Retail Advisory clients)**

*Special notice regarding former advisory clients of Longer Investments, Inc.*

PCIA acquired the assets of Longer Investments, Inc. ("LII"), a federally registered adviser. Former advisory clients of LII who become clients of PCIA (i.e., legacy Retail Advisory clients) may have advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures in order to facilitate continuity in both service and investment management. Such terms, arrangements, and fee structures are not otherwise available to other clients of PCIA. These accounts will continue to utilize

“transaction-based pricing” and will not participate in the Firm’s aforementioned Wrap Fee Programs. Instead, PCIA offers investment planning and discretionary asset management (“Managed Account Services”) to such clients. PCIA recognizes that each client has unique investment objectives, tax considerations, income and liquidity needs, and investment preferences. With that in mind, PCIA manages the investment process with each client by jointly developing or utilizing a tailored investment plan that addresses those issues. The portfolios for the client are individually invested and administered according to the client’s specific plan. Clients may impose restrictions on investing in certain securities or types of securities. Such Managed Account Services are offered through platforms made available by Schwab and Northern Trust Corporation.

*Special notice regarding former advisory clients of Sphere, LLC.*

PCIA recently acquired the assets of Sphere, LLC. (“Sphere”), a state registered adviser. Former advisory clients of Sphere who become clients of PCIA (i.e., legacy Retail Advisory clients) may have advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures in order to facilitate continuity in both service and investment management. Such terms, arrangements, and fee structures are not otherwise available to other clients of PCIA. These accounts will continue to utilize “transaction-based pricing” and will not participate in the Firm’s aforementioned Wrap Fee Programs. Instead, PCIA offers investment planning and discretionary asset management (“Managed Account Services”) to such clients. PCIA recognizes that each client has unique investment objectives, tax considerations, income and liquidity needs, and investment preferences. With that in mind, PCIA manages the investment process with each client by jointly developing or utilizing a tailored investment plan that addresses those issues. The portfolios for the client are individually invested and administered according to the client’s specific plan. Clients may impose restrictions on investing in certain securities or types of securities. Such Managed Account Services are offered through platforms made available by Schwab and TD Ameritrade.

**Advisory Services for Non-Discretionary Assets**

The scope of such services is limited to making investment recommendations with respect to the assets, providing regular and periodic (no less than annual) supervision of the assets, implementing trades at the client’s direction, and to otherwise perform as described in PCIA’s disclosure documents and in the client’s specific agreement with PCIA.

### ***Limits Its Advice to Certain Types of Investments***

PCIA may provide investment advice on the following types of investments:

- Certificates of deposit
- Closed-end fund shares
- Collective Investment Trusts ("CIT"s)
- Corporate debt securities (other than commercial paper)
- Direct Participation Programs ("DPP"s)
- Exchange-listed securities
- Exchange-traded fund shares or units ("ETF"s)
- Exchange-traded notes ("ETN"s)
- Foreign issues
- Interests in Partnerships
- Interval fund shares
- Master Limited Partnerships ("MLP"s)
- Municipal securities
- Mutual fund shares (including money market mutual funds)
- Open-end fund shares
- Options contracts on securities
- Private Offerings or Placements
- Real Estate Investment Trusts ("REIT"s)
- Securities traded over-the-counter
- Separate account shares
- Stable value products (including guaranteed income funds)
- Unit Investment Trusts ("UIT"s)
- United States government securities
- Variable annuities
- Variable life insurance

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

### ***Advisory Services Tailored to Individual Needs of Clients***

PCIA's advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

For plan participants whose accounts are serviced under the Managed Account Allocation Program, the accounts are managed according to the selected strategy (Conservative Income, Income, Conservative Growth, Growth, and Aggressive/Aggressive Growth) and the restrictions PCIA can reasonably accommodate are more limited.

For Qualified Retirement Plan Sponsor and Trustee Services, Financial Planning Services, Business Planning Services, and Consulting Services, the services are generally delivered upon client engagement for such services.

For these services, issues may be prioritized and addressed all at one time, for example, with delivery of a financial plan, or alternatively, the services can be delivered over a specified duration of time, for example, if periodic monitoring is included in the services provided to a qualified retirement plan.

For advisory service programs that are not of a limited duration, clients will have a scheduled conference with their investment adviser representative at least annually to review any changes to the client's goals and objectives and for clients in the Asset Management Services Program, the Investment Policy Statement.

## **Item 5 – Fees and Compensation**

In addition to the information provide in Item 4 – Advisory Business, this section provides details regarding PCIA's advisory services along with descriptions of each service's fees and compensation arrangements.

### **Fees for Asset Management Services (“Wrap Fee Management Program”)**

PCIA's fees for asset management services, excluding such services pursuant to a Performance-Based Advisory Services Agreement, most often range between 1.00% and 1.50%, but will not be below 0.25% or above 2.50% of the assets held in the account. However, accounts participating in the Core Portfolios – Elements Series have a minimum annual asset management fee of \$50. Fees charged for our asset management services are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the level of trading activity, the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client. Thus, PCIA's fees may vary among clients for the services provided due to such differing client needs, circumstances, objectives, services, and other factors that are deemed at the time to be relevant. It is important to note that it is possible that different investment advisor representatives may charge different fees for providing the same types and level of service to clients. The exact fee arrangements for each client will be specified in that client's investment management agreement or advisory services agreement with PCIA. Further information on the fees associated with the above-mentioned services, including services pursuant to a Performance-Based

Advisory Services Agreement, is provided in the Firm's *Wrap Fee Brochure for Asset Management Services*.

### **Fees for Plan Participant Managed Account Allocations**

The annual fee for PCIA's Managed Account Allocations are billed monthly or quarterly in arrears depending on the administrative and/or recordkeeping platform chosen by the client and the terms of the applicable agreement between PCIA and the client, and is generally based on either (1) the value of applicable Plan assets at the end of the previous month/quarter (generally calendar), (2) upon an average of month-end asset values for the preceding quarter (generally calendar), or (3) upon the average daily balance for the billing period. Retirement plan platform providers customarily and independently determine the specific methodology for calculating the fees charged to retirement plans, including our fees, and such methodology is subject to change. Nonetheless, fees will generally be assessed pro rata based on the number of days applicable services are rendered. In the event of contract termination, all applicable fees will be assessed and immediately withdrawn from the Qualified Plan's applicable account. The payment of fees for such services can be made by the custodian holding the Plan assets or the Plan Sponsor. PCIA's fees for these retirement plan related services are subject to negotiation with and approval by the Plan Sponsor.

PCIA's standard annual fee for Managed Account Allocations generally ranges from 20 to 100 basis points.

PCIA's fees for Plan Participant Managed Account Allocations are reflective of the service schedules selected by the Plan Sponsor which may vary depending on, for example but not limited to, number and physical location of participants, number and location of onsite meetings, plan asset size and other specific service requests of applicable plan sponsors. Minimum account deposits and fee minimums do not apply to the Plan Participant Managed Account Allocations. PCIA will quote an exact percentage (or amount of Bps) to each client based on both the nature of the advisory services and total dollar value of that client's portfolio. Sales charges and 12b-1 fees are not to be paid to PCIA as we do not accept any sales charges or 12b-1 fees. Should such charges or fees be paid to PCIA, PCIA will direct the applicable custodian or platform to remit such charges or fees back to the client. PCIA seeks to utilize the lowest cost options available when prudent. Thus, PCIA also periodically monitors for changes to a fund family's or a platform's share class offerings that provide cost savings opportunities to our clients.

The Firm's annual fee for its Retirement Plan Services may vary among clients due to differing client needs, circumstances, objectives, services, and other factors that are deemed at the time to be relevant.

PCIA's fees for such services are subject to negotiation. PCIA may raise or lower its fees, following its consideration of various factors, including but not limited to: (1) number of participants and/or locations; (2) current and/or projected cash/asset inflow and outflow for the plan, including deferral rate(s), withdrawal rate(s), and aggregate participant loan balance(s); (3) current and/or projected average participant account balance statistics for the plan; (4) current and/or projected participant Managed Account Allocation utilization, which may include consideration of whether other similar investment option(s) are currently or expected to be made available to the plan, among other factors; (5) expenses expected to be incurred in connection with non-fiduciary education and enrollment services provided to plan participants; and (6) other general business factors, considerations, and opportunities that are deemed at the time to be relevant.

The following are "real world" examples of circumstances in which the Firm may adjust its fees for Managed Account Allocations. No guarantee expressed or implied. Fees are subject to negotiation.

- The Firm may lower its fees for Managed Account Allocations if the retirement plan sponsor desires basic on-line delivery of non-fiduciary education or enrollment services.
- The Firm may lower or raise its fees for Managed Account Allocations if the estimated time and cost associated with providing in-person non-fiduciary education or enrollment services are expected to differ from what is generally associated with a retirement plan consisting of less than one hundred (100) plan participants working in no more than three (3) locations (all locations within 75 miles of the servicing PCIA office location). The requested number of such meetings or sessions may also be considered.
- The Firm may lower its fees for Managed Account Allocations if the Firm believes a retirement plan sponsor has current or future intangible factors (i.e. retirement plan sponsor is a well-known or nationally recognized company; retirement plan sponsor has a prior established relationship with the Firm and/or with its representatives; Firm, at its discretion, may choose to pursue new relationships with certain plan types, companies, or industries, that better align with its current business objectives).

### **Qualified Retirement Plan Investment Advisory, Plan Sponsor and/or Trustee Services Fees**

Unless negotiated as a flat fee arrangement (billed either in arrears or in advance), the annual fee for PCIA's (or under its doing business as name, QPA's) Qualified Plan Investment Advisory, Plan Sponsor and/or Trustee Services are billed monthly or quarterly in arrears or in advance depending on the

administrative and/or recordkeeping platform chosen by the client and the terms of the applicable agreement between PCIA and the client, and is generally based on either (1) the value of applicable plan assets at the end of the previous month/quarter (generally calendar), (2) upon an average of month-end asset values for the preceding quarter (generally calendar), or (3) upon the average daily balance for the billing period.

PCIA will quote an exact percentage (or amount of Bps) to each client based on both the nature of the advisory services and total dollar value of that client's portfolio. Retirement plan platform providers customarily and independently determine the specific methodology for calculating the fees charged to retirement plans, including our fees, and such methodology is subject to change. Nonetheless, fees will generally be assessed pro rata based on the number of days applicable services are rendered. In the event of contract termination, all applicable fees will be assessed and immediately withdrawn from the Qualified Plan's applicable account. With respect to a "bill in advance" regime, in the event of contract termination, the unearned portion (i.e., portion of a fee not utilized following termination) of a pre-paid advisory fee will be promptly refunded (within 30 days) to the retirement plan client on a pro-rata basis. The payment of fees for Qualified Plan Investment Advisory, Plan Sponsor and/or Trustee Services can be made by the custodian holding the Plan assets or the Plan Sponsor.

PCIA's or QPA's fees for these Qualified Plan related services are subject to negotiation with and approval by the Plan Sponsor. Sales charges and 12b-1 fees are not to be paid to PCIA as we do not accept any sales charges or 12b-1 fees. Should such charges or fees be paid to PCIA, PCIA will direct the applicable custodian or platform to remit such charges or fees back to the client. PCIA seeks to utilize the lowest cost options available when prudent. Thus, PCIA also periodically monitors for changes to a fund family's or a platform's share class offerings that provide cost savings opportunities to our clients.

PCIA's standard annual fee for Non-Fiduciary Services, including Participant Education, generally ranges from 5 to 50 basis points. PCIA may raise or lower its fees, following its consideration of the factors stated above.

### **Momentum**

QPA's fees for its services provided in connection with Momentum are negotiable but generally follow the following standard annual fee schedule:

Plans between \$0 - \$500,000	\$2,000
Plans between \$500,001 - \$1,000,000	\$4,500



Plans between \$1,000,001 - \$2,500,000	\$7,500
Plans between \$2,500,001 - \$5,000,000	\$10,000
Plans between \$5,000,001 - \$10,000,000	\$15,000
Plans between \$10,000,001 - \$20,000,000	\$25,000
Plans above \$20,000,000	Custom Pricing

The specific level of services you will receive and the fees you will be charged will be specified in your advisory services agreement. QPA's fees are separate and distinct from any fees charged by Empower Retirement or any other service provider. Please see *Item 4 Qualified Retirement Plan Sponsor and Trustee Services* and *Item 5 Qualified Retirement Plan Investment Advisory, Plan Sponsor and/or Trustee Services Fees* for more information about QPA's retirement plan services.

### **Collective Investment Funds Services Fees**

PCIA is paid an annual fee based on the amount of assets held in the Fund and the rate for such Fund or related share class. This standard annual fee will generally range from 5 to 72 basis points, depending on the Fund offering and share class. Such terms will be subject to agreement(s) between PCIA and the collective investment fund sponsor(s).

PCIA's current annual fee for Fiduciary Investment Trust: Aggressive; Growth; Balanced; Moderately Conservative; and Conservative is generally based on the following schedule.

- Class A: 0.72%; Asset Minimum: \$0
- Class B: 0.62%; Asset Minimum: \$20 million
- Class C: 0.52%; Asset Minimum: \$60 million
- Class D: 0.42%; Asset Minimum: \$150 million
- Class E: 0.27%; Asset Minimum: \$300 million

The above asset levels relate to the total plan assets of the plan utilizing the particular Class.

PCIA's current annual fee for Fiduciary Investment Trust Core Series: Large Cap; Mid Cap; Small Cap; International Equity; Bond; and Opportunistic Global Yield is generally based on the following schedule.

- Class A: 0.15%; Asset Minimum: \$0
- Class B: 0.10%; Asset Minimum: \$0
- Class C: 0.05%; Asset Minimum: \$0

A retirement plan's investment in a Fund is subject to a participation agreement between the retirement plan sponsor and the Fund sponsor, not PCIA. The Firm's annual fees for various Funds may differ if the investment guidelines and scope of service(s) for the various Funds and/or related share classes also differ. The Fund and/or share class utilized may vary among investors due to differing investor needs, circumstances, objectives, services, and other factors that are deemed at the time to be relevant.

The procurement of a particular Fund share class is subject to negotiation. PCIA may request the procurement of a Fiduciary Investment Trust share class not corresponding to a plan's total assets, following its consideration of various factors, including but not limited to: (1) number of participants and/or locations; (2) current and/or projected cash/asset inflow and outflow for the plan, including deferral rate(s), withdrawal rate(s), and aggregate participant loan balance(s); (3) current and/or projected average participant account balance statistics for the plan; (4) current and/or projected participant Fund utilization, which may include consideration of whether other similar investment option(s) are currently or expected to be made available to the plan and whether the plan sponsor or other responsible plan fiduciary selects one of the Funds managed by PCIA to be used as the plan's qualified default investment alternative, among other factors; (5) expenses expected to be incurred in connection with non-fiduciary education and enrollment services provided to plan participants relating specifically to Funds; and (6) other general business factors, considerations, and opportunities that are deemed at the time to be relevant.

The following are "real world" examples of circumstances in which the Firm may request the procurement of a share class not corresponding to a plan's total assets. No guarantee expressed or implied that a retirement plan will receive a share class on such basis. Again, the procurement of a particular share class is subject to negotiation and investment in a particular share class is subject to a participation agreement between the retirement plan sponsor and the Fund sponsor, not PCIA.

- The Firm may request the procurement of a lower-cost share class if it expects a plan will achieve the applicable target asset level within twelve (12) to eighteen (18) months.
- The Firm may request the procurement of a lower-cost share class if the retirement plan sponsor or other responsible plan fiduciary selects one of the Funds managed by PCIA to be used as the plan's qualified default investment alternative.
- The Firm may request the procurement of a lower-cost share class if the retirement plan sponsor desires basic on-line delivery of Fund-specific non-fiduciary education or enrollment services.

- The Firm may request the procurement of a lower-cost, or higher-cost, share class if the estimated time and cost associated with providing Fund-specific in-person non-fiduciary education or enrollment services are expected to differ from what is generally associated with a retirement plan consisting of less than one hundred (100) plan participants working in no more than three (3) locations (all locations within 75 miles of the servicing PCIA office location). The requested number of such meetings or sessions may also be considered.
- The Firm may request the procurement of a lower-cost share class if the Firm believes a retirement plan sponsor has current or future intangible factors (i.e. retirement plan sponsor is a well-known or nationally recognized company; retirement plan sponsor has a prior established relationship with the Firm and/or with its representatives; Firm, at its discretion, may choose to pursue new relationships with certain plan types, companies, or industries, that better align with its current business objectives)

The annual fee for all Funds is divided and paid monthly in arrears based on the average daily balance of the Funds. PCIA believes that its fees are competitive with those fees charged by other investment advisers for comparable services; however, fees of PCIA may be higher than fees charged by other investment advisors.

To the extent that a client utilizes PCIA's retirement plan services and invests in the Funds, PCIA will not assess against the value of the Funds any asset-based fee for Fiduciary Consulting Services.

However, the retirement plan will be paying indirect compensation to PCIA since the Funds will charge the retirement plan for Funds expenses which will include investment management fees paid to PCIA.

In addition, an investor of the Funds will pay other annual fund operating expenses such as distribution and service fees, shareholder servicing plan fees, acquired fund fees and expenses, and certain other fees ("Net Annual Collective Investment Funds Operating Expenses"). Sales charges and 12b-1 fees are not to be paid to PCIA as we do not accept any sales charges or 12b-1 fees. Should such charges or fees be paid to PCIA, PCIA will direct the applicable custodian or platform to remit such charges or fees back to the client. PCIA seeks to utilize the lowest cost options available when prudent. Thus, PCIA also periodically monitors for changes to a fund family's or a platform's share class offerings that provide cost savings opportunities to our clients. The Funds or PCIA may terminate the collective investment trust services at any time upon notice to the other party given at least thirty (30) days prior to the effective date of termination. Upon receipt of written notice of termination from the Funds, PCIA shall, upon the Funds' request, immediately cease any and all activities related to the Funds.

## Financial Planning Services, Business Planning Services, and Consulting Services Fees

Fees may generally be charged in the following ways:

1. As a fixed fee (“flat fee”), typically ranging from \$100 to \$25,000, depending on the nature and complexity of the client's financial circumstances and PCIA services., or
2. On an hourly basis, ranging from \$100 to \$300 per hour (maximum \$25,000 annually), depending on the nature and complexity of the client's circumstances and PCIA services. A total dollar “good faith” estimate will be provided at the start of the relationship, or
3. As a percentage fee based on the totality of assets upon which PCIA is providing such services (“Asset Based Fee Agreement”) (up to 2% annually, maximum of \$25,000 annually). *Note: Plans with an asset-based planning fee above 1% annually will be “comprehensive” in nature and will include discretionary asset management.*

Fees for Financial Planning services most often range between \$500 and \$5,000 and can be on an annual recurring or a monthly subscription basis depending on your arrangement with PCIA. Financial Planning fees are negotiable. Typically, a plan or service will generally be presented to the client within ninety (90) days of the contract date, provided that all information needed to prepare the financial plan or service has been promptly provided by the client. All fees for Financial Planning Services, Business Planning Services, and Consulting Services shall generally be billed in arrears. Clients may pay financial planning fees by personal check made payable to Prime Capital Investment Advisors, LLC or by debiting their brokerage account that is under current PCIA advisement or management and is held with an approved custodian. PCIA utilizes non-affiliated, third-party platforms (currently AdvicePay) to process the monthly subscription fees for its financial planning services.

The aforementioned planning or service fees do not cover expenses incurred by Client in connection with Client’s use of other advisors, such as Client’s attorney or accountant, in connection with this process.

### Seminar(s) for Fee(s)

PCIA will not charge an attendee a seminar fee greater than \$499. In order to provide the most fair and equitable experience, all attendees will be charged the same fee-level for the same event. PCIA may waive or reduce a seminar fee.

However, if the fee is waived or reduced for one attendee, it will be waived or reduced dollar for dollar for all other attendees to the same event. As a reminder, such seminars do not include any financial planning, investment management, or supervision with respect to an attendee's assets.

In the event that attendee desires such financial planning, investment management, or supervision services, attendee will be required to execute a separate agreement and pay fees in addition to the fees paid by attendee to PCIA for such seminar.

### **Third-Party Money Managers**

Third-party managers generally have account minimum requirements that will vary among third-party money managers. Account minimums are generally higher on fixed income accounts than for equity-based accounts. A complete description of the third-party money manager's services, fee schedules and account minimums will be disclosed in the third-party money manager's disclosure brochure which will be provided to you prior to or at the time an agreement for services is executed and the account is established. The actual fee charged to you will vary depending on the third-party money manager.

The portion retained by PCIA in the form of solicitor fees or advisory fees will not exceed 1.50%; however, the overall management fee charged by the third-party money manager, which includes the solicitor/advisory fee retained by PCIA, will generally exceed 1.50%. All fees are calculated and collected by the third-party money manager who will be responsible for delivering our portion of the fee paid by you to us.

Under this type of program, you can incur additional charges including but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, custodial fees and charges, and IRA and qualified retirement plan fees. PCIA does not accept any sales charges or 12b-1 fees.

With respect to the aforementioned AssetMark Program, Applicant (PCIA and/or its rep-advisor) is entitled to receive a quarterly and/or one-time reimbursement from AssetMark, Inc., for qualified marketing and/or business development expenses incurred by Applicant. The amount of such reimbursement is based on the total assets invested at the end of each calendar quarter in the AssetMark Program, as follows:

<b><i>Eligible AUM - Premier Consultant</i></b>	<b><i>1x Reimbursement (evaluated quarterly)</i></b>
\$5MM within 12 months of first funding	\$2,000
\$5MM after 12 months of first funding	\$1,000

\$10MM within 12 months of first funding	\$3,000
\$10MM after 12 months of first funding	\$1,000

<b><i>Eligible AUM - Gold and Platinum Premier Consultant</i></b>	<b><i>Quarterly Reimbursement</i></b>
\$ 25MM	\$1,250
\$ 35MM	\$1,750
\$ 50MM	\$2,500
\$ 75MM	\$3,750
\$ 100MM	\$6,250
\$ 125MM	\$8,750
\$ 150MM	\$11,250
\$ 175MM	\$13,750
\$ 200MM	\$16,250
\$ 225MM	\$18,750
\$ 250MM	\$21,250
\$ 275MM	\$23,750
\$ 300MM	\$26,250

We have a conflict of interest by only offering those third-party money managers that have agreed to pay a portion of their advisory fee to us, provide us with expense reimbursements such as the aforementioned AssetMark Program, and have met the conditions of our due diligence review. PCIA and its investment adviser representatives endeavor at all times to put the interest of the clients first as a part of their fiduciary duty. However, there may be other third-party money managers that may be suitable for you that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

### **Fees for Investment Advisory Services for Sub-Advisory Relationships**

PCIA's annual fee for advisory services provided in connection with a sub-advisory arrangement most often ranges between 0.50% and 1.50%, but will not be below 0.25% or above 1.85%. PCIA's advisory fees are negotiable. PCIA believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services. PCIA's investment advisory fee does not include the sub-advisor's fee. The sub-advisor will bill a client's account directly. A complete description of the sub-advisor's fee schedules and account minimums will be

disclosed in the sub-advisor's disclosure brochure which will be provided to you prior to or at the time an agreement for such services is executed and the account is established. The actual fee charged to you will vary depending on the sub-advisor utilized. As previously mentioned in Item 4 of this Brochure, PCIA appointed Wealthstreet to act as sub-advisor on a small number of advisory accounts. PCIA and Wealthstreet are separate entities and are not affiliated. Wealthstreet's sub-advisory fees are payable quarterly in arrears, and will be calculated on a per account basis, based on the ending market values of each account's assets managed by the sub-advisor (Wealthstreet) at the end of each calendar quarter.

### **Fees for Limited Advisory (Limited Scope Advisory) Services Wrap Fee Program**

The annual PCIA Wrap Fee rate (%) under this Program is .06% (6 Bps) or \$24 USD whichever is greater.

#### General Account Threshold

\$2,500 USD

Further information on the fees associated with the above-mentioned services is provided in the Firm's *Wrap Fee Brochure for Limited Advisory Services*.

### **Fees for Managed Account Services (for legacy Retail Advisory clients)**

Former advisory clients of Longer Investments, Inc. and Sphere, LLC. who become clients of PCIA may have advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures in order to facilitate continuity in both service and investment management. Such terms, arrangements, and fee structures are not otherwise available to other clients of PCIA. These accounts will continue to utilize "transaction-based pricing" and will not participate in the Firm's aforementioned Wrap Fee Programs. The exact fee arrangements for such clients will be specified in those clients' advisory services agreements with PCIA. Management fees charged by PCIA are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus. Sales charges and 12b-1 fees are not to be paid to PCIA as we do not accept any sales charges or 12b-1 fees. Should such charges or fees be paid to PCIA, PCIA will direct the applicable custodian or platform to remit such charges or fees back to the client. PCIA seeks to utilize the lowest cost options available when prudent. Thus, PCIA also periodically monitors for changes to a fund family's or a platform's share class offerings that provide cost savings opportunities to our clients. Please see *Item 12* of this Brochure for more information on the conflicts of interest associated with the existing custodial arrangements in place for some of these clients.

## **Fees for Advisory Services for Non-Discretionary Assets**

Such fees may be asset-based or performance-based, depending on the client's specific agreement with PCIA. Such accounts may utilize transaction-based pricing or asset-based pricing, depending on the applicable custodian, bank, or third-party administrator (platform provider) holding or servicing such assets or accounts.

### ***General Information on Fees***

#### **Negotiability of Fees**

Fees are subject to negotiation. PCIA's fees may vary among clients for the services provided due to differing client needs, circumstances, objectives, services, and other factors that are deemed at the time to be relevant. Fee schedules provided in this Brochure are the Firm's basic fee schedules generally charged to clients, absent negotiable circumstances. PCIA on occasion provides investment management and advisory services to certain non-profit, charitable organizations and to PCIA IARs and employees (including their spouses and certain immediate family members) at a reduced rate or on a "pro-bono" basis.

#### **Fee Calculation (asset-based)**

The asset-based fee charged is calculated as described above and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.

#### **Termination of Advisory Services or Relationship**

A PCIA advisory services or investment management agreement or the services pursuant to such agreements may be terminated by either party at any time without penalty with termination effective upon receipt of written notice.

Such termination shall not, however affect liabilities or obligations incurred or arising from transactions initiated under a client agreement prior to such termination, including the provisions regarding arbitration, which shall survive an expiration or termination of the agreement. Upon termination, you shall have the exclusive responsibility to monitor the securities in your account, and PCIA shall have no further obligation to act or advise with respect to your assets.

If you terminate your agreement with us or the services under such agreement within five (5) business days of its signing, you will not be charged for applicable investment advisory fees. If the agreement or the services under



such agreement are terminated after five (5) business days of its signing, then PCIA's investment advisory fee shall be calculated on a prorated basis and will be due immediately. With respect to a "bill in advance" regime, if an agreement or the services under such agreement are terminated after five (5) business days of its signing, the unearned portion (i.e., portion of a fee not utilized following termination) of a pre-paid advisory fee will be promptly refunded (within 30 days) to the Client on a pro-rata basis. Conversely, any earned portion of the fees incurred during the initial billing period shall be calculated on a prorated basis and will be due immediately.

For financial planning services, business planning services, and consulting services, the client or PCIA may terminate an agreement or the services under such agreement at any time by notifying the non-terminating party in writing of the intent to terminate at least thirty (30) days before the date the agreement is to terminate. Any unpaid fees for services rendered will be due and paid immediately by the client on the date of termination.

Failure of PCIA to provide the client with agreed-upon planning or consulting services within ninety (90) days of the contract/agreement date due to any action(s) or failure(s) by the client shall also constitute a termination to which all agreed-upon services shall be considered fully rendered. Any unpaid fees for services rendered prior to termination will be due and paid immediately by the client on the date of termination.

Conversely, failure of PCIA to provide the client with agreed-upon planning or consulting services within ninety (90) days of the Agreement date due to any action(s) or failure(s) by PCIA shall constitute a termination.

For agreements involving investment advisory services provided in connection with a sub-advisory arrangement, such agreements and the services pursuant to such agreements continue in effect until terminated by either party (i.e., PCIA or client) by providing written notice of termination to the other party. For advisory services, when fees are billed in arrears, PCIA will prorate the final fee payment based on the number of days services are provided during the final period. The amount of affected client assets on the termination date will be used to determine the final fee payment. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under an agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of the agreement or the services under the agreement. Upon termination, the client shall have the exclusive responsibility to monitor the securities in the affected account(s), and PCIA shall have no further obligation to act or advise with respect to those assets. If the client terminates an agreement or the services under the agreement within five (5) business days of its signing, the client shall not be charged for applicable advisory fee(s). If an agreement or any of the services under the agreement are terminated after five (5) business days of its signing, PCIA advisory fee(s) shall be calculated on a prorated basis as mentioned above and will be due immediately.

#### *Termination of Sub-Advisor*

PCIA retains the right to terminate the sub-advisory relationship with Wealthstreet at its sole discretion, as PCIA deems prudent. Sub-advisory fees will also be prorated to the date of termination. Specifically, should the sub-advisory relationship with Wealthstreet be terminated prior to the end of a quarter, the sub-advisory fee will be prorated as of the date of termination and in such event, Wealthstreet shall bill its fee on a pro-rata basis, for the period sub-advisory services were provided. Upon termination, the sub-advisor shall take no discretionary action with regard to the assets in the client account(s), unless and until PCIA instructs Wealthstreet otherwise in writing.

A seminar for fee is considered a one-time service fully rendered upon completion of such seminar. In the event that PCIA does not complete the seminar or otherwise terminates the seminar prior to completion, PCIA will refund any seminar fees paid in advance by attendee within thirty (30) days of the termination date.

### **Mutual Fund, Annuity & ETF Fees and Expenses**

All fees paid to PCIA for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds, annuities and ETFs to their shareholders. These mutual fund, annuity and ETF fees and expenses are described in each fund's prospectus. PCIA does not accept any sales charges or 12b-1 fees.

These mutual fund, annuity & ETF fees will generally include a management fee, other fund expenses, and a possible distribution fee. A client could invest in a mutual fund, annuity or ETF directly, without the services of PCIA. In that case, the client would not receive the services provided by PCIA which are designed, among other things, to assist the client in determining which mutual fund(s), annuity(ies) or ETF(s) are most appropriate to each client's financial condition and objective. Accordingly, you should review both the fees charged by the funds and the fees charged by PCIA to fully understand the total amount of fees to be paid by you and to thereby evaluate the advisory services being provided.

### **Advisory Fees in General**

You should note that similar advisory services may be available from other registered investment advisors for similar or lower fees.

### ***Additional Compensation, Economic and Non-Economic Benefits***

From time to time, we receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products and recordkeeping platform providers. Travel expense reimbursements are typically a result of attendance by investment adviser representatives at due diligence and/or investment training events hosted by product sponsors or platform providers. Marketing expense reimbursements are typically the

result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses.

Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made. PCIA and its investment adviser representatives endeavor at all times to put the interest of the clients first as a part of their fiduciary duty. However, clients should be aware that the receipt of additional compensation through nominal sales awards, expense reimbursements, etc. creates a conflict of interest that impacts the judgment of the investment adviser representatives when making advisory recommendations. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients.

A conflict of interest arises when PCIA makes recommendations about plan distributions and rollovers (“rollover recommendations”), if it results in PCIA receiving compensation that it would not have received absent the recommendation, for example, fees for advising a rollover IRA. PCIA will manage this conflict by developing and providing an informed recommendation in the best interest of the client. No client is under an obligation to roll over ERISA plan or IRA assets to an account advised by PCIA. The rollover recommendations occur in two scenarios. The first is where PCIA is serving as a fiduciary adviser to a private sector retirement plan. In that case, the rollover recommendation is fiduciary advice under both the Investment Advisers Act of 1940 (Advisers Act) and the Employee Retirement Income Security Act (ERISA). In addition to being a conflict of interest as described above, it is also a prohibited transaction under ERISA where PCIA receives compensation from the rollover IRA that is greater than the compensation, if any, being received from the participant’s account in the plan. In that circumstance, PCIA will comply with the conditions of exceptions to the prohibited transaction rules (e.g., a prohibited transaction exemption or non-enforcement policy). The second scenario is where PCIA is not providing ERISA fiduciary advisory services to the plan. In that case, a rollover recommendation is not a prohibited transaction under ERISA, but it is a conflict of interest under the Advisers Act because of the compensation received by PCIA from the rollover IRA. We attempt to further control for this conflict by always basing investment advice and decisions on the individual needs of our clients.

### ***Income Continuation Program Agreement***

The Income Continuation Program Agreement “ICoPA” is a program agreement for eligible disabled PCIA Investment Adviser Representatives (“IAR”) or the family/estate of eligible deceased PCIA IAR(s). All client accounts that would be considered under this program agreement would be under the investment management of PCIA and would continue to be so during the term of the ICoPA. ICoPA eligibility is based on set and agreed upon levels of production and tenure with PCIA.

After commencement of the ICoPA, the inactive IAR is eligible to receive recurring investment advisory fee-based income based on the general guidelines agreed upon by PCIA and said PCIA IAR. Upon the Program Commencement Date “PCD”, PCIA will continue to provide said disabled IAR “inactive IAR” or deceased IAR’s estate/heirs a fixed amount of the duly apportioned investment advisory fee-based income generated from applicable recurring PCIA fee-based investment advisory accounts for a maximum period of five (5) years. Applicable accounts will have been serviced by said IAR prior to the PCD. The PCD is considered the date by which the said eligible and participating IAR becomes disabled or deceased.

PCIA sees the program agreement as a sensible way to ensure continuity of client service when an IAR leaves the workforce as the result of death or disability, while also allowing the IAR and their family/estate, a reasonable level of financial security. Most importantly, the issues related to client transition and continuity of service are mostly mitigated by the fact that the aforementioned investment advisory accounts continue to be under the management of PCIA. In addition, the ICoPA and its carefully-supervised transfer period, ensure that participants and all applicable parties understand the new provisions/restrictions that come with departure from the industry.

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

As described above in Item 5 – Fees and Compensation, PCIA can charge certain clients a performance fee, which is based upon a share of capital gains or capital appreciation of the assets of such client. All performance-based fees are negotiated with each client. As mentioned above, we also provide services and are compensated on asset-based fees, which are based on the total amount of assets owned by the client. Therefore, PCIA may simultaneously manage accounts that are charged performance-based fees and accounts that are charged asset-based fees. This portfolio management relationship is referred to as “side-by-side management.”

There are conflicts of interest PCIA faces by managing performance-based accounts at the same time as managing asset-based, non-performance-based accounts. For example, the nature of a performance fee poses an opportunity for PCIA to earn more compensation than under a stand-alone asset-based fee. Consequently, PCIA may favor performance fee accounts over those accounts where we receive only an asset-based fee. One way PCIA may favor performance fee accounts is that we may devote more time and attention to performance fee accounts than to accounts under an asset-based fee arrangement. While PCIA devotes an equivalent proportion of time to the management of performance fee accounts and asset-based fee accounts, our Firm’s strategies associated with a performance-based fee structure are different and thus require more total or absolute time to manage than those strategies associated with an asset-based fee structure as said strategies are more tactical from a time, investment management and selection, and operations standpoint.

In providing side-by-side management, a portfolio manager could utilize substantially similar investment strategies and invest in substantially similar assets for both account types. While PCIA may manage substantially similar assets for both account types, the investment strategies utilized by PCIA for accounts that are charged performance-based fees are not substantially similar to the investment strategies utilized by PCIA for accounts that are charged asset-based fees.

There are other conflicts associated with performance fees that are not as common under an asset-based fee arrangement. Since an adviser is compensated based on capital gains or capital appreciation in a performance fee arrangement, these arrangements could give an investment adviser an incentive to time transactions in a client's account on the basis of fee considerations rather than on what is in the best interest of the client.

The nature of performance fees can encourage unnecessary speculation with client assets in order to earn or increase the amount of the fee. The result of riskier investments can have a positive effect in that results could equal higher returns when compared to an asset-based fee account. Conversely, riskier investments historically have a higher chance of losing value. On the other hand, compared to a performance-based fee account, PCIA will likely have an interest in engaging in relatively safer investments when managing accounts that pay asset-based fees. Thus, there are advantages and disadvantages associated with either type of fee arrangement. PCIA's investment management services are based on your risk tolerance and your individual needs and preferences.

Performance fees can potentially cause an investment adviser to engage in transactions or strategies which will increase the amount of the performance fees, but which may not increase the overall performance of the client's account. For example, an account may lose value during a year and no performance fee will be earned. In the following year, PCIA may receive a performance fee for simply recouping losses from the previous year. PCIA controls for this potential conflict of interest by using the high-water mark fee calculation method described in the preceding paragraph. PCIA does not represent that the amount of the performance fees or the manner of calculating the performance fees is consistent with other performance related fees charged by other investment advisers under the same or similar circumstances. The performance fees charged by PCIA may be higher than the performance fees charged by other investment advisers for the same or similar services. Additionally, other investment advisers may evaluate or determine the capital appreciation of performance-based accounts and update the high-water mark less frequently than semi-annually, which may positively impact net-of-fee returns. PCIA has also established additional policies and procedures to address the various conflicts of interest and regulatory requirements associated with charging a performance fee:

- Only clients that are able to assume additional risk are solicited to engage in a performance fee arrangement. PCIA provides such clients full disclosure of the additional risks associated with a performance fee arrangement.
- Client accounts subject to a performance fee are evaluated on an initial basis and every three years thereafter to determine whether the performance-based fee, as compared to a tradition asset-based fee, is in the client's best interest.

Performance based fee arrangements of PCIA will comply with Section 205(e) of the Investment Advisers Act of 1940. According to Section 205(e) (see Rule 205-3 thereunder), only natural individual clients meeting the SEC's definition of "qualified clients" may enter into agreements providing for performance-based compensation to PCIA. A natural person or company must meet the following conditions to be considered a qualified client:

- (1) Have at least \$1,000,000 under management with PCIA at the time the client enters into an agreement with PCIA; or
- (2) Provide documentation to PCIA so that PCIA will reasonably believe the client has either a net worth of \$2,100,000 or is a qualified purchaser under Section 2(a)(51)(A) of the Investment Company Act.

## **Item 7 – Types of Clients**

PCIA generally provides investment advice to the following types of clients.

- Individuals
- High-Net Worth Individuals
- Banking or thrift institutions
- Pension and profit-sharing plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

You are required to execute a written agreement with PCIA specifying the particular advisory services in order to establish a client arrangement with PCIA.

### ***Minimum Investment Amounts Required***

PCIA generally requires a minimum account size to open an account, which will vary by strategy as disclosed below. Exceptions may be granted to this minimum in consideration of (1) the current aggregate investable

balance of all household retail advisory accounts managed by PCIA and/or (2) current and/or expected cash/asset inflow and outflow for the account over the next twelve (12) months.

Core Portfolios - Elements Series, Account Minimum: \$100  
Core Portfolios - Genesis Series, Account Minimum: \$2,500  
Core Portfolios - Generations Series, Account Minimum: \$10,000  
Core Portfolios - Ambassador Series, Account Minimum: \$50,000  
Core Portfolios - Sustainability ESG Series, Account Minimum: \$5,000  
Core Portfolios - Diversified Income Strategy, Account Minimum: \$100,000  
Satellite Strategies - Sector Rotation Strategy, Account Minimum: \$5,000  
Satellite Strategies - Tactical U.S. Equity Strategy, Account Minimum: \$10,000  
Satellite Strategies - Tactical International Equity Strategy, Account Minimum: \$10,000  
Satellite Strategies - Focused Equity Strategy, Account Minimum: \$50,000  
Satellite Strategies - Focused Yield Strategy, Account Minimum: \$50,000  
Satellite Strategies - Select Alternative Strategy – Liquid, Account Minimum: \$50,000  
Satellite Strategies - Total Stock Portfolio (Core-Focused), Account Minimum: \$250,000  
Satellite Strategies - Covered Calls Strategy, Account Minimum: \$1,000,000  
Custom Strategies - Private Offering, Account Minimum: *See applicable Offering Memorandum or Documents*  
Custom Strategies - Alternative Investments, Account Minimum: \$50,000 or sponsor minimum, whichever is greater  
Custom Strategies - Focused Yield PLUS Strategy, Account Minimum: \$250,000  
Custom Strategies - Custom IPS, Account Minimum: \$2,500  
Custom Strategies - Custom IPS PLUS, Account Minimum: \$1,000,000

A minimum investment of \$100,000 USD is required for the Opportunistic Growth Strategy.

A minimum investment of \$1,000,000 USD is required for the Absolute Return Strategy.

A minimum investment of \$2,500 USD is required for an account under the PCIA Limited Advisory Services Program.

The account size and related fees may also be negotiable under certain circumstances, such as its applicability to family members, employees, or employees of affiliated companies and their family members. For purposes of this section only, family member is defined as spouse, and/or minor children.

The account size threshold and monthly/quarterly fee minimums do not apply to Qualified Plan participants as advisory fees for Qualified Plan participants are subject to negotiation reflecting the service schedules selected by the Plan Sponsor. Separate account managers and IARs/Agents/Brokers may and often require higher account minimums when offering their services to clients.

### **Collective Investment Trusts**

For investment management services to collective investment funds, PCIA currently works with one collective investment fund client. The minimum fee charged for Fiduciary Investment Trust: Aggressive; Growth; Balanced; Moderately Conservative; and Conservative generally ranges from 27 to 72 basis points depending on the Fund class. The minimum fee charged for Fiduciary Investment Trust Core Series: Large Cap; Mid Cap; Small Cap; International Equity; Bond; and Opportunistic Global Yield generally ranges from 5 to 15 basis points depending on Fund class.

### **Third-party money managers and sub-advisors**

Third-party money managers and sub-advisors may have minimum account and minimum fee requirements in order to participate in their programs or obtain their services. Each third-party money manager or sub-advisor will disclose its minimum account size and fees in its Form ADV Part 2A Disclosure Brochure.

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

PCIA may use the following methods of analysis in formulating investment advice:

### Bottom-Up Investing

This method initially involves evaluating specific companies and securities before evaluating higher-level components such as industries, sectors, and the overall state of the economy (macroeconomic). Investment decisions are therefore primarily based upon the strength of an individual company.

### Charting

This is a method used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these charting techniques believe that past trends in these indicators can be used to extrapolate future trends.

### Cyclical

This is a method of analyzing the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn



begins, and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

#### Fundamental

This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

#### Modern Portfolio Theory

This is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.

#### Technical

This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

#### Thematic

This method takes a “top-down” approach to investing and involves making investment decisions based on predictions about trends or other forward-looking criterion, rather than on past market performance and indicators or the fundamentals of a specific security.

#### Top-Down Investing

This method involves evaluating the overall state of the economy (macroeconomic) and then further evaluating the various components and sub-components in greater detail. For example, after evaluating the high-level economic environment, either on a global or domestic scale, analysts further examine the various market and industrial sectors in order to select those areas that are forecasted to outperform the overall market. Analysts then further evaluate specific asset classes and the securities of specific companies to determine an allocation or portfolio.

*Special notice regarding Managed Account Services (for legacy Retail Advisory clients)*

PCIA will generally use the following method of analysis for such advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures. In such circumstances, PCIA researches potential equity investments using its proprietary analytical models. Its equity research is designed to identify both small and large capitalization companies that consistently deliver above-average returns to shareholders, that favor a conservative capital structure, and that generate cash flow internally to fund growth. Once attractive growth stocks have been selected, PCIA subjects them to several in-house valuation models to determine fair valuation, given their intrinsic characteristics. By carefully assessing each company's historical trading patterns and valuations, relative both to the market and to the industry, PCIA determines which stocks represent attractive investment opportunities.

PCIA uses an analytical model to provide information on certain equity investments selected by PCIA as potential equity investments for clients. The information gathered through this analytical approach is used as part of the Firm's overall analysis in determining which equity investments should be selected for a given custom portfolio. Limitations exist with any research method. No analytical model should be an investor's sole source of information. PCIA feels this proprietary research method sets a solid framework from which it can work.

From time to time, PCIA uses carefully chosen exchange-traded funds or no-load mutual funds to diversify such client portfolios into areas that require specialized knowledge. For example, such funds can be a way to participate in foreign markets, real estate investment trusts (REITs), utilities, precious metals, and other areas for diversification purposes and to hedge market risk.

PCIA may use the following investment strategies when managing client assets and/or providing investment advice:

#### Long term purchases

Investments held at least a year.

#### Short term purchases

Investments sold within a year.

#### Trading

Investments sold within 30 days.

#### Option writing including covered options, or spreading strategies

Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

#### Short sales

A short sale is generally the sale of a stock not owned by the investor. Investors who sell short believe the price of the stock will fall. If the price drops, the investor can buy the stock at the lower price and make a profit. If the price of the stock rises and the investor buys it back later at the higher price, the investor will incur a loss. Short sales require a margin account.

#### Margin transactions

When an investor buys a stock on margin, the investor pays for part of the purchase and borrows the rest from a brokerage firm. For example, an investor may buy \$5,000 worth of stock in a margin account by paying for \$2,500 and borrowing \$2,500 from a brokerage firm. Clients cannot borrow stock for PCIA.

### Risk of Loss

Past performance is not indicative of future results. Therefore, no current or prospective client should assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal.

### Use of Primary Method of Analysis or Strategy

Because of the inherent risk of loss associated with investing, PCIA is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or

bottoms, or insulate you from losses due to market corrections or declines. For accounts subject to transaction-based pricing, market conditions may require frequent trading of securities which can negatively impact investment performance, particularly through increased brokerage and other transaction costs and taxes. There are certain additional risks associated when investing in securities through PCIA's investment management programs.

#### Company Risk

When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.

#### Concentration Risk

Investments or portfolios that concentrate their assets in a particular security, market, industry, sector, country, or asset class, may be subject to greater risk of loss than is a more widely diversified investment.

#### Covered Call Risk

The writer of a covered call forgoes the opportunity to benefit from an increase in the value of the underlying interest above the option price, but continues to bear the risk of a decline in the value of the underlying interest.

#### Credit and Counterparty Risk

The issuer or guarantor of a fixed-income security, counterparty to an OTC derivatives contract, or other borrower may not be able to make timely principal, interest, or settlement payments on an obligation. In this event, the issuer of a fixed-income security may have its credit rating downgraded or defaulted, which may reduce the potential for income and value of the portfolio.

#### Equity (stock) Market Risk

Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

#### ETF and Mutual Fund Risk

When PCIA invests in an ETF or mutual fund, it will bear additional expenses based on its pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients will also incur brokerage costs when purchasing ETFs.

#### Fixed Income Risk

When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.

#### Hedging Strategy Risk

While a given non-traditional or alternative asset may provide adequate diversification, many such assets use hedging strategies such as shorting securities, leverage, options, and numerous other derivative instruments in order to hedge away a security's underlying inherent risk. Consequently, such hedging strategies may increase secondary exposure to Hedging Strategies Risk. Hedging Strategies Risk may limit the opportunity for gains compared with unhedged investments, and there is no guarantee that hedges will actually reduce risk. An investment's use of leveraging or derivatives may result in a disproportionately magnified gain or loss.

#### Interest Rate Risk

Interest rate risk is the risk that changes in interest rates (in the U.S. or other world markets) may reduce (or increase) the market value of a bond you hold.

#### Liquidity Risk

Liquidity Risk is the risk stemming from the lack of immediate marketability (or an available market) of an investment that cannot be bought or sold quickly enough to meet the investor's immediate needs or to prevent or minimize a loss.

#### Management Risk

Your investment performance varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease. This risk also pertains to strategies and portfolios managed by sub-advisors.

### Margin Risk

When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from your account custodian or clearing firm. If you intended to borrow funds in connection with your Account, you will be required to open a margin account, which will be carried by the clearing firm. The securities purchased in such an account are the clearing firm's collateral for its loan to you. If those securities in a margin account decline in value, the value of the collateral supporting this loan also declines, and as a result, the brokerage firm is required to take action in order to maintain the necessary level of equity in your account. The brokerage firm may issue a margin call and/or sell other assets in your account. It is important that you fully understand the risks involved in trading securities on margin, which are applicable to any margin account that you may maintain, including any margin account that may be established as part of the Asset Management Agreement established between you and PCIA and held by the account custodian or clearing firm. These risks include the following:

- You can lose more funds than you deposit in your margin account.
- The account custodian or clearing firm can force the sale of securities or other assets in your account.
- The account custodian or clearing firm can sell your securities or other assets without contacting you.
- You are not entitled to choose which securities or other assets in your margin account may be liquidated or sold to meet a margin call.
- The account custodian or clearing firm may move securities held in your cash account to your margin account and pledge the transferred securities.
- The account custodian or clearing firm can increase its "house" maintenance margin requirements at any time and they are not required to provide you advance written notice.
- You are not entitled to an extension of time on a margin call.

### Market Risk

Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.

### Options Risk

Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.

#### Sector Risk

Concentrating assets in a given sector may disproportionately subject the portfolio to the risks of that industry, including loss of value because of economic recession, availability of credit, volatile interest rates, government regulation, and other factors.

#### Underlying Fund/Fund of Funds Risk

A portfolio's risks are closely associated with the risks of the securities and other investments held by the underlying or subsidiary funds, and the ability of the portfolio to meet its investment objective likewise depends on the ability of the underlying funds to meet their objectives. Investment in other funds may subject the portfolio to higher costs than owning the underlying securities directly because of their management fees.

PCIA's strategies from time to time may include the frequent trading of securities. The frequent trading of securities may have a positive or negative impact on investment performance. Performance from active trading can be lowered due to an increase in brokerage and other transaction costs.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

## **Item 9 – Disciplinary Information**

Neither the firm, nor any of its management persons, have been the subject of any material legal or disciplinary action.

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

### ***Other Business Activities***

PCIA is not and does not have a related person that is a Broker-Dealer, municipal securities dealer, government securities dealer or broker, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships. PCIA does have an affiliate named FIDUCIARY INVESTMENT TRUSTS, LLC that is a registered investment adviser. FIDUCIARY

INVESTMENT TRUSTS, LLC has been registered as an investment adviser since July 16, 2018. FIDUCIARY INVESTMENT TRUSTS, LLC and Prime Capital Investment Advisors, LLC are under common control. The CRD number for FIDUCIARY INVESTMENT TRUSTS, LLC is 296964. PCIA also has an affiliate named PCRM LLC that is an insurance agency.

PCIA only provides investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

### **Dually Registered as an Investment Adviser Representative**

Certain representatives of PCIA are also licensed as investment adviser representatives with FIDUCIARY INVESTMENT TRUSTS, LLC. PCIA and FIDUCIARY INVESTMENT TRUSTS, LLC are affiliates, under common control. Through FIDUCIARY INVESTMENT TRUSTS, LLC, the representatives provide asset management services as well as referrals to sub-advisors. They earn advisory fees when providing these services through FIDUCIARY INVESTMENT TRUSTS, LLC. Therefore, you could receive advisory services from one individual acting as an investment adviser representative on behalf of two separate registered investment advisors. Please see Item 14 of this Brochure for a description of this other compensation and the conflicts of interest associated with it.

Like FIDUCIARY INVESTMENT TRUSTS, LLC, PCIA is an investment adviser to Funds and receives a management fee for its services. Please refer to Item 5 of this Brochure for a description of our fees. Increases in Fund assets will result in increases in the management fee paid to PCIA. PCIA will provide Funds with certain administrative services and personnel needed to fulfill our obligations as the investment adviser. If the representatives of FIDUCIARY INVESTMENT TRUSTS, LLC provide asset management or referral services to you, you will be given the disclosure brochure of FIDUCIARY INVESTMENT TRUSTS, LLC describing the services provided, fees charged and other information. You are encouraged to read and review the disclosure brochures for both PCIA and FIDUCIARY INVESTMENT TRUSTS, LLC and direct questions to your representative.

### **Registered Representative of a Broker-Dealer**

Many of our representatives are also registered representatives of Private Client Services (“Broker-Dealer”), a securities broker-dealer. PCIA and Private Client Services are not affiliated. You may work with your investment adviser representative in his or her separate capacity as a registered representative of



Private Client Services. When acting in his or her separate capacity as a registered representative, your investment adviser representative can sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to you. As such, your investment adviser representative can suggest that you implement investment advice by purchasing securities products through a commission-based brokerage account in addition to or in lieu of a fee-based investment-advisory account. Please see Item 14 of this Brochure for a description of this other compensation and the conflicts of interest associated with it.

You are under no obligation to use the services of our representatives in this separate capacity or to use Private Client Services and can select any broker/dealer you wish to implement securities transactions. If you select our representatives to implement securities transactions in their separate capacity as registered representatives, they must use Private Client Services. Prior to effecting any such transactions, you are required to enter into a new account agreement with the Broker-Dealer and thus such transactions will be under the supervision of the Broker-Dealer, not PCIA. The commissions charged by Private Client Services may be higher or lower than those charged by other broker/dealers.

### **Third-Party Money Managers**

PCIA has developed programs, previously described in Items 4 and 5 of this disclosure brochure, designed to allow us to recommend and select third-party money managers for you. Once you select the third-party money manager to manage all or a portion of your assets, the third-party money manager will pay us a portion of the fees you are charged. Please refer to Items 4 and 5 for full details regarding the programs, fees, conflicts of interest and materials arrangements when PCIA selects other investment advisers.

### **Insurance Agent or Agency**

The sale and service of insurance-based products require an appropriate insurance license. Your PCIA investment adviser representative may be independently licensed as an insurance agent and sell insurance-based products such as general disability income insurance and fixed, non-variable life insurance and annuities. Your rep-advisor's role as an insurance agent will be different from his or her role as an investment adviser representative through PCIA; it is a separate capacity. These rep-advisors will earn commissions when selling insurance-based products. Your investment adviser representative in his or her separate capacity as an insurance agent, can suggest that you implement recommendations of PCIA by purchasing such insurance-based products. Also, PCRM LLC can and will often times receive override commissions on the sale of such products. The receipt of sales commissions and override commissions creates an incentive to recommend to you those products for which your rep-advisor, and in

turn PCIA's affiliate, PCRM LLC, will receive compensation. Please see Item 14 of this Brochure for a description of this other compensation and the conflicts of interest associated with it. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative or PCRM LLC.

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

PCIA has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. PCIA's Code of Ethics describes the firm's fiduciary duties and responsibilities to clients, and sets forth PCIA's practice of supervising the personal securities transactions of supervised persons with access to client information.

PCIA or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of PCIA that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. PCIA and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are discouraged from conducting frequent personal trading.

- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted by the Chief Compliance Officer of PCIA.

***Any associated person not observing our policies is subject to sanctions up to and including termination.***

PCIA will provide a complete copy of its Code of Ethics to any client upon written request. Requests should be directed to the Chief Compliance Officer at PCIA's principal address.

## **Item 12 – Brokerage Practices**

For discretionary clients, PCIA requests that it be provided with written authority to determine which securities and the amounts of the securities that are bought or sold. Any limitations on this discretionary authority will be stated in this written authority statement. Clients may amend these limitations. Such amendments must be submitted in writing and will be effective once signed by both client and PCIA.

### ***Retail Advisory Clients Brokerage Discretion***

PCIA requires both wrap-fee program clients and also advisory clients who utilize a sub-advisor, to establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. PCIA requires that managed account clients establish brokerage accounts with either Schwab, TD Ameritrade, or Northern Trust Corporation ("NTC"), to maintain custody of clients' assets and to effect trades for their accounts.

The final decision to custody assets with Schwab, TD Ameritrade, or NTC is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. PCIA is independently owned and operated and not affiliated with Schwab, TD Ameritrade, or NTC.

#### ***Schwab***

Schwab provides PCIA with access to its institutional trading and custody services, which are typically not available to Schwab retail investors.

Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For PCIA wrap-fee program client accounts and sub-advised advisory client accounts maintained in its custody, Schwab is not compensated through commissions or other transaction-related or asset-based fees for securities trades but rather through a flat fee based on a percentage of the client's assets under management in the account.

Schwab also makes available to PCIA other products and services that benefit PCIA but may not benefit its clients' accounts. These benefits may include national, regional or PCIA specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of PCIA by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities.

Other of these products and services assist PCIA in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of PCIA fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of PCIA accounts, including accounts not maintained at Schwab Advisor Services.

Schwab Advisor Services also makes available to PCIA other services intended to help PCIA manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing.

In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to PCIA by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to PCIA.

While, as a fiduciary, PCIA endeavors to act in its clients' best interests, PCIA recommendation/requirement that clients maintain their assets in accounts at Schwab, TD Ameritrade, or NTC may be based in part on the benefit to PCIA of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, TD Ameritrade, or NTC, which

may create a potential conflict of interest. We receive an economic benefit from Schwab, TD Ameritrade, or NTC in the form of the support products and services they make available to us and other independent investment advisers whose clients maintain their accounts at Schwab, TD Ameritrade, or NTC. These products and services, how they benefit us, and the related conflicts of interest are described above, and with respect to NTC, are also as described below. The availability of Schwab's, TD Ameritrade's, or NTC's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

*Special notice regarding Managed Account Services (for legacy Retail Advisory clients)*

For such advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures, PCIA and its rep-advisors may place certain fixed-income trades and certain small equity transactions with broker-dealers other than Schwab and NTC. Such brokers will be selected on the basis of competence of execution, back-office expertise, competitive commission rates, and quality of research services applicable to effective management of accounts.

It should be understood that PCIA, as the investment adviser, does not have the authority to negotiate commissions or obtain volume discounts. Transactions may not always be executed at the lowest available price, no assurance can be given that best execution will be achieved for each client transaction, and perceptions of what constitutes best execution in any given instance may vary. Directed brokerage by PCIA may also impair a sub-advisor's ability (including Wealthstreet's) to obtain the lowest commissions or to obtain best execution or best pricing in all cases. Ultimately, the required use of a particular broker-dealer may cost clients more money.

Not all advisers require clients to use a particular broker-dealer.

*Special notice regarding Advisory Services for Non-Discretionary Assets*

Client, not PCIA, will choose the custodian, bank, or third-party administrator (platform provider) (together referred to as "Custodian") to hold (if necessary) the Client's applicable non-discretionary assets ("Holding(s)"), including all such related cash and proceeds, that are subject to the Client's agreement with PCIA and to effect and execute all transactions in, including payments to and from, such Holding(s). PCIA provides investment advice and advisory services subject to the limitations and restrictions imposed by the Custodian. Clients should be aware that the Custodian may be unable to achieve best execution for transactions and that the Client may pay more for transactions and services in comparison with other clients using the same or different custodian(s)/bank(s)/platform provider(s). Other advisers may provide advisory services to clients through custodians, banks, and platform providers not available to PCIA.

### **Soft-Dollar Benefits**

An investment adviser receives soft dollar benefits from a broker-dealer when the investment adviser receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer. Other than the legacy arrangement referenced below, PCIA does not have any other soft dollar agreement with a broker-dealer or a third-party; PCIA does not engage in or use soft dollar arrangements in connection with its wrap fee management program, retirement plan services, or subadvisory services; PCIA does receive certain other products and services from Schwab as described above.

#### *Special notice with respect to legacy arrangement and soft dollars*

Former advisory clients of Longer Investments, Inc. ("LII") who become clients of PCIA may have advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures in order to facilitate continuity in both service and investment management. Such terms, arrangements, and fee structures are not otherwise available to other clients of PCIA. These accounts will continue to utilize "transaction-based pricing" and will not participate in the Firm's aforementioned Wrap Fee Programs.

Some of these accounts are held at Northern Trust Corporation ("NTC"). Clients with accounts held at NTC pay brokerage commissions that exceed the commissions charged by other brokers (including Schwab) in exchange for brokerage and research services provided by NTC (i.e., research, database, software allocated for research purposes, computer services and hardware, custodial services, publications, educational conferences, and on-line services). Such items enhance the research effort and execution services for the Firm's clients with accounts held at NTC. More specifically, we believe this arrangement provides us access to highly ranked independent firms specializing in world class investment research and to their teams of analysts that concentrate on macroeconomic research, and fundamental research on industry sectors and individual securities. However, when higher commissions are charged, the investor's return on his (her) account is reduced accordingly.

Research services furnished by NTC may be used in servicing all clients' accounts, including those which have not paid commissions to NTC. Such services received through this soft dollar arrangement are in addition to and not in lieu of services required to be performed by PCIA. Thus, the investment management fee that such clients pay us is not reduced as a consequence of the receipt of such supplemental research information. Clients are offered a choice of Schwab or NTC as custodian for their assets.

By using brokerage commissions to obtain research and other products and services, the Firm receives a benefit because it does not have to produce or pay for such research, products, and services. Thus, PCIA has an incentive to select or recommend NTC based on its interest in receiving the research or other products and services. This is a conflict of interest. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients. PCIA will make a good faith determination that the commissions paid are reasonable in relation to the value of the brokerage and research services provided. PCIA and its rep-advisors also make such clients aware of the other programs, investment strategies, custodians and platforms, and fee arrangements that may be cheaper. Legacy clients who want the benefits associated with “direct” registration of securities and that have had a long-term established relationship with both NTC and the Firm’s rep-advisors (formerly with LII), generally have access to lower custodial pricing that is no longer available.

We also use the aforementioned soft dollar arrangement to obtain services that serve partially an administrative function and are not entirely research or brokerage related. We refer to these arrangements as “mixed-use” and pay a portion of the costs from PCIA’s revenue (“hard dollars”). A mixed-use arrangement or allocation creates a conflict of interest, to the extent PCIA has an incentive to make those allocations in such a way as to minimize the amount of out-of-pocket expenses it incurs. In these instances, we have policies and procedures in place to define a reasonable allocation between soft dollars and hard dollars to pay for such arrangements.

All such services provided by NTC are subject to PCIA’s Soft Dollar Policy (see summary below). NTC also provides us with timely and accurate information through its websites, allowing the Firm to spend less time on operational issues. Access to the Websites is provided to PCIA at no cost to clients or the Firm.

#### *Soft Dollar Policy Summary*

A soft-dollar arrangement occurs when an Advisor with discretionary authority uses brokerage commissions generated by client accounts to purchase research and/or brokerage services. Section 28(e) of the Securities Exchange Act of 1934 addresses the use of soft dollars and provides the Advisor with a safe harbor. PCIA maintains a policy that all soft-dollar arrangements will comply with Section 28(e). In order to rely on the safe harbor, the following conditions must be met:

1. The goods and services must be provided by the broker effecting the transactions.
2. The Advisor must have discretion over the management of client accounts.
3. The transaction must be an agency transaction, and no implied commissions may be used.

4. The recipient of the goods and services must make a good faith determination that the commissions paid are reasonable in relation to the value of the brokerage and research services provided.
5. The goods and services received must be for “brokerage and research services” as described in Section 28(e) and interpreted by the SEC.

The policy defines investment research and brokerages services, lists products and services that may be purchased with soft dollars and identifies those that are outside of Section 28(e). The Firm’s Vice Chairman and CCO are responsible for review, approval and monitoring of soft dollar arrangements according to the procedures identified in the policy.

#### **Brokerage for Client Referrals**

PCIA receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

#### **Clients Directing Which Broker-Dealer/Custodian to Use**

As previously mentioned, PCIA requires retail advisory clients to use specific broker-dealers to execute transactions. Not all advisers require clients to use a particular broker-dealer.

#### **Order Aggregation and Allocation (Block Trading)**

For retail advisory clients, we may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by our firm when PCIA believes such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently. PCIA uses the average price allocation method for transaction allocation. Under this procedure PCIA will calculate the average price and transaction charges for each transaction included in a block order and assign the average price and transaction charge to each allocated transaction executed for the client’s account. If and when we determine to aggregate client orders for the purchase or sale of securities, including securities in which PCIA or our associated persons may invest, we will do so in accordance with the parameters set forth in the SEC No-Action Letter, SMC Capital, Inc. Neither we nor our associated persons receive any additional compensation as a result of block trades. As part of its fiduciary duty to put the interest of its clients first, non-advisory retail accounts and advisory



accounts of our associated persons will not be included in PCIA Advisory-client trade blocks or batches. Specifically, advisory accounts of our associated persons are segregated from the advisory accounts of our clients. While all such advisory accounts, both for our clients and for our associated persons, can share a common asset allocation, strategy, or investment objective, any strategy-level, batch or block trade orders for the advisory accounts of our associated persons will be entered no sooner than five (5) days after such comparable trade orders were entered for our clients' advisory accounts.

PCIA's ability to block trades may be impaired or affected by limitations and restrictions imposed by the applicable custodian or platform. Such ability may also be impaired or affected by limitations and restrictions imposed by a product sponsor or fund company including, but not limited to, holding or redemption periods or whether a fund or security is or remains available for transacting. PCIA's ability to block trades may also be impaired or affected by any client-specific instructions or restrictions and various account-specific characteristics such as account or transfer status, current account holdings, or transaction history.

### ***Retirement Plan Advisory Clients Brokerage Discretion***

A plan sponsor has the exclusive option to choose the platform provider or custodian through which Plan and participant investment transactions will be executed. The available platform options for which PCIA may provide advisory services include ADP Retirement Services, Alerus, American Funds, Ameritas, Ascensus, BMO Global Asset Management, Empower Retirement, Fidelity, Insperity, John Hancock, JP Morgan, Lincoln Financial, MassMutual Financial Group, Nationwide, Newport Group, OneAmerica, Paychex, Inc., Principal Financial, Prudential, Securian, Standard, TIAA-CREF, T. Rowe Price, TD Ameritrade, Transamerica Retirement Solutions, Vanguard, Voya, Wells Fargo, and through other Plan administrator firms, custodians, and record keepers that clear through Fidelity, Matrix Financial Solutions, Inc., Mid Atlantic Trust Company, Reliance Trust Company, Schwab, State Street, and Wilmington Trust.

Other advisers may provide advisory services to retirement plans through platforms and custodians not available to PCIA.

PCIA provides qualified retirement plan advisory, plan sponsor and trustee services subject to the limitations and restrictions imposed by the applicable platform chosen by the Plan. Clients should be aware that the platform provider or custodian chosen by the Plan may be unable to achieve best execution for transactions and the Plan may pay more for transactions in comparison with other plan sponsor clients using the same or different platforms/custodians.

## ***Handling Trade Errors***

PCIA has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of PCIA to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction.

In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by PCIA if the error is caused by PCIA.

If the error is caused by the broker-dealer, sub-advisor, platform provider, or custodian, the broker-dealer, sub-advisor, platform provider, or custodian, is responsible for handling the trade error.

If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. PCIA may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons).

For errors involving or occurring in the Fiduciary Investment Trust funds (including Core Series) ("Funds"), the Funds' sponsor, Comerica Bank & Trust, N.A. ("Comerica"), retains the exclusive rights to define what constitutes a "trade error", to determine if such errors are material, and to determine if a correction or reimbursement is required. PCIA will never benefit or profit from trade errors.

## **Item 13 – Review of Accounts**

PCIA IARs periodically review their designated client accounts on a regular basis and no less than annually. Client accounts are reviewed for appropriateness in light of each client's investment objectives, risk tolerance and financial goals. PCIA's Vice Chairman, Tim Hakes, is responsible for the general oversight of all supervised persons, and has ultimate authority over portfolio management, fundamentals, model portfolio constituents, asset allocation and areas of potential concern.

PCIA and its Investment Adviser Representatives act as the portfolio manager(s) for retail advisory accounts receiving our Asset Management Services. Our Asset Management Service is considered a wrap fee program. For this service, we do not allow the use of portfolio managers that are not associated with PCIA. In other words, the only portfolio managers selected for managing client assets for our Asset Management Services are Investment Adviser Representatives of PCIA. Therefore, conflicts of interest present in other wrap fee programs that make

available both affiliated and unaffiliated portfolio managers are not present in our wrap fee program. Because our Asset Management Services program does not provide for outside portfolio managers, we do not have procedures designed to select outside portfolio managers.

Portfolio securities and markets are monitored on an on-going basis. PCIA's allocations, strategies, and portfolios for retail advisory clients including Core Portfolios, Satellite Strategies, and for retirement plan clients including Conservative (including Conservative Income), Moderately Conservative (including Income), Balanced (including Conservative Growth), Growth, Aggressive (including Aggressive Growth) portfolios, are reviewed during the Investment Advisory Committee meetings.

The Fiduciary Investment Trust (including Core Series) fund allocations managed by PCIA are reviewed during the Investment Advisory Committee meetings.

Reviewers will generally consist of one or more members of the Firm's Investment Advisory Committee ("IAC"). The IAC is a committee comprised of multiple PCIA officers together with multiple PCIA investment adviser representatives and employees.

Custom IPS, Custom IPS PLUS, and PbASA portfolios and strategies are to be reviewed by (1) a member of the Firm's Compliance department and (2) a member of the Firm's Investment Advisory Committee ("IAC") or a member of the Firm's Wealth Management Services (formerly "Wealth Advisory Services") department and on a quarterly basis. Sub-advised advisory accounts are reviewed by a PCIA rep-advisor no less than annually.

*Special notice regarding Managed Account Services (for legacy Retail Advisory clients)*

Such advisory accounts that continue to be subject to prior contract terms, custodial arrangements, and fee structures will be reviewed by (1) a member of the Firm's Investment Advisory Committee ("IAC") or a member of the Firm's Wealth Management Services department and (2) the primary IAR assigned to the accounts, on a monthly basis. This process includes reviews of current account holdings, year-to-date realized gains, asset allocation, and adherence to the applicable investment policy.

Events that would trigger more frequent reviews could include, but are not limited to: market volatility, client request, change in client goals, and other events that we feel would warrant a review.

The areas of oversight the IAC is responsible for are: selection and ongoing evaluation of investments and/or investment advisors, modeling asset allocation, and ongoing research and investment review. When managing portfolios, the baseline criteria for research includes:

- Research investments with the goal of obtaining lower volatility portfolios
- Attempt to manage with significant diversification
- Select outside managers or mutual funds that have consistently, over long periods of time, outperformed their peers
- Be prudent when reviewing costs associated with different managers and advisors

For our asset management services, you are provided with transaction confirmation notices and regular quarterly account statements directly from the qualified custodian. PCIA may provide additional reports to advisory clients. Client should compare any reports received directly from PCIA against the account statements received from the broker-dealer or custodian and should immediately report any discrepancies to PCIA and the broker-dealer or custodian. Whether reports by an outside money manager are provided to you will depend upon the outside money manager. You are encouraged to always compare any reports or statements provided by us, a sub-adviser or third-party money manager against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Financial planning clients will receive a financial plan and may arrange for or request subsequent reviews or updates of the client's financial plan.

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

### ***Other Compensation***

Some of PCIA's associated persons sell securities in a separate capacity as registered representatives with Private Client Services. Some associated persons are also independently licensed insurance agents and sell insurance products. They earn commissions when selling these products. This receipt of commissions creates an incentive to recommend those products for which your investment adviser representative will receive a commission in his or her separate capacity as a registered representative of a securities broker-dealer or as an agent of an insurance company. Consequently, the objectivity of such advice rendered to you would be biased. Some of the advice offered by these associated persons involves investments in mutual fund products. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. These associated persons will receive a portion of these 12b-1 fees in their separate capacities as registered representatives, as PCIA does not accept any sales charges or 12b-1 fees. Clients should be aware that these 12b-1 fees come from fund assets and, thus, indirectly from client's assets. Therefore, when 12b-1 fees are charged against the assets of a mutual fund, the investor's return on such mutual fund is reduced accordingly. The receipt of these fees also represents an incentive for registered representatives to recommend funds with 12b-1 fees or higher 12b-1 fees over funds with no fees or lower fees, therefore creating a conflict of interest. The associated persons endeavor at all times to put the

interest of the clients first as a part of their fiduciary duty. PCIA also provides clients and customers at the commencement of advisory services or at the time of sale with a document that illustrates the differences between advisory accounts and commissionable accounts so that such clients and customers can consider the differences between an advisory and a commissionable relationship when working with their PCIA financial professional. Clients are under no obligation to use the services of our representatives in their separate capacities as a registered representative of a securities broker-dealer or an insurance agent.

As previously mentioned, PCIA has an affiliate named PCRM LLC that is an insurance agency. PCRM LLC can and will often times receive override commissions on the sale of insurance-based products. The receipt of override commissions creates an incentive to recommend to you those products for which your rep-advisor, and in turn PCIA's affiliate, PCRM LLC, will receive compensation. Consequently, the objectivity of such advice given to you would be biased. PCIA will manage this conflict by developing and providing an informed recommendation in the best interest of you, the client. Again, you are under no obligation to purchase insurance products from your PCIA financial professional or to use the services of our representatives in their separate capacities as insurance agents.

From time to time, we receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as client appreciation events, advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for which sales have been made or for which it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients.

The principal executive officers, directors, and other employees of PCIA may, from time to time, receive incentive awards for the recommendation or introduction of investment products. The receipt of this compensation affects PCIA's judgment in recommending products to its clients. The associated persons endeavor at all times to put the interest of the clients first as a part of their fiduciary duty.

*Special notice regarding clients who hold their advisory account(s) at Northern Trust Corporation*

PCIA receives an economic benefit from Northern Trust Corporation in the form of support products and services it makes available to PCIA and to other independent investment advisers whose clients maintain their accounts with them. These products and services, how they benefit us, and the related conflicts of interest are described in *Item 12* of this Brochure. The availability to PCIA of these products and services is not based on PCIA giving particular investment advice, such as buying particular securities for clients.

Certain representatives of PCIA are also licensed as investment adviser representatives with FIDUCIARY INVESTMENT TRUSTS, LLC. PCIA and FIDUCIARY INVESTMENT TRUSTS, LLC are affiliates, under common control. Through FIDUCIARY INVESTMENT TRUSTS, LLC, the representatives provide asset management services as well as referrals to sub-advisors. They earn advisory fees when providing these services through FIDUCIARY INVESTMENT TRUSTS, LLC. Therefore, you could receive advisory services from one individual acting as an investment adviser representative on behalf of two separate registered investment advisors. Additionally, these representatives have an inherent conflict of interest in recommending collective investment funds ("Funds") managed by either PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC to clients. Due to the fact that PCIA and FIDUCIARY INVESTMENT TRUSTS, LLC are affiliates, to avoid a conflict of interest, any retirement plan utilizing PCIA's or FIDUCIARY INVESTMENT TRUSTS, LLC's Fiduciary Consulting Services will need to make its own independent investigation and evaluation of Funds managed by PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC. Due to the fact that PCIA and FIDUCIARY INVESTMENT TRUSTS, LLC are affiliates and to avoid receiving two layers of management fees, to the extent that a retirement plan utilizes PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC for Fiduciary Consulting Services and invests in Funds managed by PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC, neither PCIA nor FIDUCIARY INVESTMENT TRUSTS, LLC will assess against the value of such Funds any asset-based fee for Fiduciary Consulting Services. PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC may credit the portion of the management fees paid by the Funds to PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC with respect to a retirement plan account's investment in the Funds against the account-level advisory fees the particular retirement plan account owes PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC. Please note, such retirement plans will be paying indirect compensation to PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC since the Funds will charge the retirement plan for Funds expenses which will include investment management fees paid to PCIA or FIDUCIARY INVESTMENT TRUSTS, LLC.

### ***Compensation Paid for Client Referrals***

PCIA has entered into written arrangements with third parties to act as solicitors for PCIA's investment management services. Solicitor relationships will be fully disclosed to each Client to the extent required by applicable law. PCIA will ensure each solicitor is exempt, notice filed, or properly registered in all appropriate jurisdictions. All such referral activities will be conducted in accordance with Rule 206(4)-3 under the Advisers Act, where applicable. ("Referring Parties") to refer clients to PCIA. If a referred client enters into an investment

advisory agreement with PCIA, a cash referral fee is paid to the referring party, which is based upon a percentage of the client advisory fees that are generated. The referral agreements between any referring party and PCIA will not result in any charges to clients in addition to the normal level of advisory fees charged.

When a client is referred to us by a referring party, the referring party provides the client with a copy of our Disclosure Brochure as required by the Investment Advisers Act of 1940. The client also will complete a Solicitor's Disclosure Statement document if required. If the referring party is an unaffiliated registered investment adviser firm, then the client will also receive a copy of the referring party's Form ADV Part 2 Disclosure Brochure. If a referred client enters into an investment advisory agreement with PCIA, a referral fee is paid to the referring party. The referral relationship will not result in clients being charged any fees over and above the normal advisory fees charged for the advisory services provided. The referral agreements between PCIA and referring parties are in compliance with state and federal securities rules regarding paid solicitor arrangements.

## **Item 15 – Custody**

Custody has been defined as having access or control over client funds and/or securities, but does **not** include the ability to execute transactions in client accounts. Custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody for purposes of the Investment Advisers Act of 1940 and must ensure proper procedures are implemented.

PCIA is deemed to have custody of client funds and securities in those situations where PCIA is given the authority to have fees deducted directly from client accounts. Clients will be required to provide written authority to allow the deduction of PCIA's advisory service fees directly from a client's account.

With the exception of fee deductions for advisory service fees, we are not granted access to any client account which would enable us to withdraw or transfer or otherwise move funds or cash from any client account to our accounts or the account of any third party.

PCIA has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained.

Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative at least quarterly. Clients should carefully review those statements. When clients have

questions about their account statements, they should contact PCIA or the qualified custodian preparing the statement.

## **Item 16 – Investment Discretion**

Upon receiving written authorization from the client, Adviser may provide discretionary investment advisory services for client accounts. Written authorization from the client must be granted in the contract for services. Generally speaking, when discretionary authority is granted, PCIA is given the authority to determine the type of securities and the amount of securities that can be bought or sold for the client portfolio without obtaining the client's consent for each transaction. Written authorization, including limitations thereof, will be provided by the client in the investment advisory agreement. Depending on the advisory service provided, PCIA may or may not have discretion over a client's assets. For certain investment advisory services that provide managed account allocations for retirement plan participants, the plan participant may provide authorization via electronic acceptance of the advisory agreement. In situations where a plan sponsor has designated the managed account allocations as the retirement plan's qualified default investment alternative (QDIA), neither written authorization nor electronic acceptance from the plan participant will be required. Instead, required notices and disclosures associated with the QDIA will be provided to the plan participants.

For allocations and strategies that are subject to the Adviser's UCA or PbASA, PCIA is generally authorized to buy, sell or otherwise trade open-end and closed-end mutual funds, interval funds, Exchange Traded Funds ("ETF"), stocks (common and preferred), Master Limited Partnership ("MLP") shares, call and put options, bonds, treasuries, money markets and money market funds, Certificates of Deposit ("CD"s) in the account without discussing the transactions with the client in advance.

The Adviser's discretionary authority in selecting a retirement plan client's "Core Investment Options" or "Menu" is generally limited to open-end mutual funds, Collective Investment Trusts ("CIT"s), separate account shares, Stable value products (including guaranteed income funds), and money market (including money market funds) that are made available through and custodied by the applicable platform provider. The Adviser's discretionary authority over its Managed Account Allocations for Plan Participants is generally limited to open-end mutual funds, Collective Investment Trusts ("CIT"s), separate account shares, Stable value products (including guaranteed income funds), and money market (including money market funds) that are made available through and custodied by the applicable platform provider.

### ***Collective Investment Funds***



PCIA shall determine the assets to be bought and sold for the Funds. Such assets are limited to mutual fund shares, exchange-traded fund (“ETF”) shares, shares of any collective investment trust (“CIT”), separate account shares, money market, or stable value products (including guaranteed income funds). PCIA also serves as a fiduciary investment manager under ERISA 3(38) with respect to the management of the investments within the Funds.

When discretion is granted, clients maintain the ability to impose reasonable restrictions on the management of their accounts.

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

PCIA does not vote proxies on behalf of Clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in Account. You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact us. However, you will have the ultimate responsibility for making all proxy-voting decisions. With respect to assets managed by a third-party money manager, we will not vote the proxies associated with these assets. You will need to refer to each third-party money manager’s disclosure brochure to determine whether the third-party money manager will vote proxies on your behalf. You may request a complete copy of third-party money manager’s proxy voting policies and procedures as well as information on how your proxies were voted by contacting the third-party money manager or by contacting PCIA at the address or phone number indicated on Page 1 of this disclosure document.

### ***Class Action Lawsuits***

You retain the right under applicable securities laws to initiate individually a lawsuit or join a class-action lawsuit against the issuer of a security that was held, purchased or sold by or for you. PCIA does not initiate such a legal proceeding on behalf of client and does not provide legal advice to clients regarding potential causes of action against such a security issuer and whether any client should join a class-action lawsuit. PCIA recommends that you seek legal counsel prior to making a decision regarding whether to participate in such a class-action lawsuit. Moreover, PCIA's services do not include monitoring or informing clients of any potential or actual class-action lawsuits against the issuers of the securities that were held, purchased or sold by or for client.

## **Item 18 – Financial Information**

This item is not applicable to PCIA's brochure. PCIA does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, PCIA is not required to include a balance sheet for its most recent fiscal year. PCIA is not subject to a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. Finally, PCIA has not been the subject of a bankruptcy petition at any time.