

# Registered as: PCG Wealth Advisors, LLC



**Doing Business as: Wealth Springs**

**Form ADV Part 2A – Disclosure Brochure**

**Effective: September 23, 2021**

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of PCG Wealth Advisors, LLC ("PCG Wealth Management" or the "Advisor"). If you have any questions about the contents of this Disclosure Brochure, please contact us at (913) 323-3112 or by email at [ckurth@lpl.com](mailto:ckurth@lpl.com).

PCG Wealth Management is a registered investment advisor with the U.S. Securities and Exchange Commission. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("SEC") or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about PCG Wealth Management to assist you in determining whether to retain the Advisor.

Additional information about PCG Wealth Management and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 290977.

**PCG Wealth Management**  
**5700 W. 112th Street, Suite 120**  
**Overland Park, KS 66211**  
**Phone: (913) 323-3112 \* Fax: (913) 323-3109**

- Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of PCG Wealth Management. For convenience, we have combined these documents into a single disclose document.

Material Changes

This Brochure, dated September 23, 2021, represents an amendment to the previously published PCG Wealth Advisors, LLC Brochure dated March 1, 2021.

Since the filing of the firm's last updated Brochure on March 1, 2021, there have not been any material changes however the following outlines the updates:

- Item 14: Client Referrals and Other Compensation: Added information regarding Lampo Group, LLC.

Pursuant to regulatory requirement, we will deliver to you a summary of any material changes to this and subsequent Brochures within 120 days of the close of our fiscal year without charge.

The current Disclosure Brochure is available on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 290977. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (913) 323-3112 or by email at [ckurth@lpl.com](mailto:ckurth@lpl.com).

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- Item 4 – Advisory Services

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#### **A. Firm Information**

PCG Wealth Management (“PCG Wealth Management” or the “Advisor”) is a registered investment advisor with the SEC, which is organized as a Limited Liability Company (LLC) under the laws of the State of Kansas. PCG Wealth Management was founded in November 2017, and is owned and operated by Craig Kurth and Alexandra Kurth. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by PCG Wealth Management.

#### **B. Advisory Services Offered**

PCG Wealth Management offers investment advisory services primarily to individuals, high net worth individuals, trusts, estates in the State of Kansas and other states (each referred to as a “Client”).

##### Investment Management Services

PCG Wealth Management provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. PCG Wealth Management works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. PCG Wealth Management will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds, structured products or options contracts to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client’s legacy portfolio construction.

PCG Wealth Management’s investment strategy[ies] is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. PCG Wealth Management will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

PCG Wealth Management evaluates and selects investments for inclusion in Client portfolios based on broad investment objectives and risk tolerance. PCG Wealth Management may recommend, on occasion, redistributing investment allocations to diversify the portfolio. PCG Wealth Management may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. PCG Wealth Management may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

##### Strategic Wealth Management (SWM I and SWM II)

Strategic Wealth Management is the name of the open architecture account held through LPL as the qualified custodian to support investment advisory services provided by PCG Wealth Management. Investment Advisors Representatives can offer SWM I or SWM II. The accounts offer the same investment choices and are managed in the same manner but the fee structure is different.

- For SWM I, clients are charged transaction fees in addition to the advisory fee.
- For SWM II, the transactions fees are absorbed as part of the advisory fee (wrap fee program).

The advisory fee for SWM II accounts may be higher than SWM I to account for the transaction fees. Taking into consideration factors such as but not limited to the anticipated level of trading and account size, investment advisor representatives of PCG Wealth Management will determine the most cost-effective fee structure. PCG Wealth Management offers SWM II as wrap fee program where the firm acts as the sponsor and portfolio manager.

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Although clients do not pay a transaction charge for transactions in a SWM II account, clients should be aware that PCG Wealth Management pays LPL transaction charges for those transactions. The transaction charges paid by PCG Wealth Management vary based on the type of transaction (e.g., mutual fund, equity or ETF) and for mutual funds based on whether or not the mutual fund pays 12b-1 fees and/or recordkeeping fees to LPL.

#### Wrap Fee Programs

PCG Wealth Advisors includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a “Wrap Fee Program”. The Advisor customizes its investment management services for its Clients. The more cost-effective fee structure depends several factors including but not limited to the frequency of trading, account size, and the client’s investment objectives and goals. The Advisor sponsors the PCG Wealth Advisors Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Please see Appendix 1 –Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

#### Financial Planning Services

PCG Wealth Management will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings and other areas of a Client’s financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

PCG Wealth Management may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client’s financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations can pose a conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor

#### Retirement Plan Consulting Services

Investment advisor representatives assist clients that are trustees or other fiduciaries to retirement plans (“Plans”) by providing fee-based consulting and/or advisory services.

#### **ERISA 3(21) – Non-Discretionary**

The Adviser will provide research and analysis with regard to investment advice and fiduciary due diligence services for the Client. The goal of the investment due diligence process is to establish a logical, technical, and prudent process that is consistently employed in the selection and ongoing monitoring of funds for plan sponsors and individuals, accompanied by an investment policy statement (for plan sponsors only), that defines the process utilized to recommend prudent investment actions to plan fiduciaries, or their representatives. In providing the investment advice to the Client’s plan the Adviser will follow the investment policy statement and undertake procedural due diligence to arrive upon, or facilitate, prudent investment-related recommendations. However, services provided by the Adviser under this Agreement will not include any services with respect to employer securities, company stock, or the design and monitoring of asset allocation model glide paths or other

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custom asset allocation management services or solutions, whether available through the Adviser or an affiliate thereof.

The Advisor acknowledges that it is a fiduciary with respect to the Plan under Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and, as such, is a co-fiduciary with the plan sponsor fiduciary(ies) of the Client's Plan solely with respect to (a) the provision of investment education of the employer and/or plan participants (depending on the specific advisory services provided); (b) the periodic reporting on, and analysis of, the investment options available under the Plan, excluding company stock and investments made available through a brokerage account/window or similar such investment vehicle; and (c) the provision of advice to the plan sponsor fiduciary(ies) regarding the elimination or addition of investment options available under the Plan; provided, however, that the plan sponsor fiduciary(ies) acknowledge and agree that the plan sponsor fiduciary(ies) have the final and conclusive responsibility for the investment options selected to be available under the Plan. The Adviser will not be responsible for investment decisions made by the Plan participants with respect to the investment of their individual accounts.

### **ERISA 3(38) – Discretionary**

The Adviser shall be responsible, and maintains discretion, for the selection, mapping, and ongoing monitoring, of investments offered within the Plan sponsored by the Client. The Adviser hereby accepts fiduciary responsibility for such duties. The Client engages the Adviser for management of Plan assets and shall delegate specified authority and discretion to the Adviser for the selection, mapping, and ongoing monitoring (including replacement, as prudent), of investments offered within the plan. However, services provided by the Adviser under this Agreement will not include any services with respect to employer securities, company stock, or the design and monitoring of asset allocation model glide paths or other custom asset allocation management services or solutions, whether available through the Adviser or an affiliate thereof. The Adviser shall also provide documentation supporting the investment due diligence in a regularly prepared Fiduciary Investment Review report.

The Advisor acknowledges that it is a fiduciary with respect to the Plan under Section 3(38) of ERISA and, as such, is a fiduciary to the Client's Plan solely with respect to the selection, mapping, monitoring, and replacement of plan investment options for which the it has explicit authorized discretionary control. The Adviser will not be responsible for investment decisions made by individual Plan participants with respect to the investment of their accounts and/or investment into a model portfolio managed by Adviser, if applicable.

### **Participant Education (Plan and Participant Level)**

The Advisor will assist with developing an education and communication strategy for the Plan's participants that includes developing a calendar of educational meetings, determining appropriate topics, establishing meeting dates and schedule, prioritizing group versus one-on-one meetings, and so on.

The Advisor will meet with participants, regularly or as requested, to present information regarding the benefits of Plan participation; the impact of pre-retirement withdrawals on retirement income, investment objectives, and philosophies; and risk/return characteristics. Adviser may provide nonfiduciary education, but not advice, concerning the availability of withdrawals and rollovers from the Plan at any group meetings held for Plan participants but will not discuss the advisability of withdrawals or rollovers at such meetings. The Adviser may provide written general financial information related to investment concepts such as diversification, dollar-cost averaging, estimating future retirement income needs, and assessing risk tolerance. The Adviser may furnish investment materials, such as worksheets or questionnaires, which allow participants to estimate future income needs and assess different asset allocation models.

For these services the Client acknowledges that Adviser will not be acting as a fiduciary to the Plan under ERISA, or any regulations promulgated thereunder.

### **Participant Advice (Participant Level)**

The Adviser will either conduct in-person one-on-one meetings to be coordinated with the Client, or via alternative means of communication (via the telephone, electronically, etc.) as is deemed optimal by the Adviser, the Client, and each individual participant in the Plan wishing to engage the Adviser for individual investment

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advice. The Adviser will determine the Plan participant's investment return objectives, risk tolerance, time horizon, and other preferences; recommend a suitable asset allocation model for the participant; and advise the participant to periodically rebalance his or her asset allocation mix to maintain consistency with the asset allocation model.

For these services, and only these services described as Investment Advice (Participant Level), the Adviser acknowledges that it will be a fiduciary to the Plan under ERISA section 3(21)(a)(i). Adviser's fiduciary responsibilities to the Plan, however, will be limited to the advice provided to each individual participant. The Adviser does not possess discretionary control and thus will not be responsible for actual investment elections made by the Plan participants if not in accordance with the advice provided. The Adviser assumes no other fiduciary responsibilities under this Agreement other than those specifically outlined herein.

#### **Investment Management of Model Portfolios (Plan Level)**

The Adviser will manage asset allocation model portfolios (the "Models") for the Client. Client grants Adviser discretion regarding asset allocation design, investment selection, and weighting of investment options within each of the Models. The Adviser's discretionary authority is limited to management of the Models and does not apply to any other aspect of the Client's account or Plan.

For these services, and only these services described as Investment Management of Model Portfolios (Plan Level), the Adviser acknowledges that it will be a fiduciary to the Plan under ERISA section 3(21)(a)(i) and ERISA section 3(38). Adviser's fiduciary responsibilities to the Plan, however, will be limited to the management of the Models. The Adviser will not be responsible for investment decisions made by the Plan participants about the investment of their accounts into the Models. The Adviser assumes no other fiduciary responsibilities under this Agreement other than those specifically outlined herein.

#### **Services Offered**

Investment Advisor Representatives perform one or more of the following services, as selected by the client in the client agreement:

- **Investment Policy Statement.** Advisor Representative will assist the Plan in the preparation or review of an investment policy statement ("IPS") for the plan based upon consultation with Client
- **Ongoing Investment Recommendations.** Advisor Representative will recommend, for consideration and selection by Client, specific investments to be held by the Plan or, in the case of a participant-directed defined contribution plan, to be made available as investment options under the Plan. Advisor Representative will recommend for consideration and selection by Client, investment replacements if an existing investment is determined by the Client to no longer be suitable as an investment option.
- **Ongoing Investment Monitoring.** Advisor Representative will perform ongoing monitoring of investment options in relation to the criteria provided by the Client to the Advisor Representative.
- **Qualified Default Investment Alternative Assistance.** Advisor Representative may assist Client with selecting investment products or managed accounts offered by third parties in connection with the definition of a "Qualified Default Investment Alternative" ("QDIA") under ERISA (for plans subject to ERISA).
- **Non-Discretionary Model Portfolios.** Advisor Representative will recommend, for consideration and approval by Client: 1. asset allocation target-date or risk-based model portfolios for the Plan to make available to Plan participants and 2. funds from the line-up of investment options chosen by the Client to include in such model portfolios.
- **Performance Reports.** Advisor Representative will prepare periodic reports reviewing the performance of all Plan investment options, as well as comparing the performance thereof to benchmarks with Client. The information used to generate the reports will be derived directly from information such as statements provided by Client, investment providers and/or third parties.

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- **Service Provider Liaison.** Advisor Representative shall assist the Plan by acting as a liaison between the Plan and service providers, product sponsors or vendors. In such cases, Advisor Representative shall act only in accordance with instructions from Client or Plan administration matters and shall not exercise judgement or discretion on such matters.

- **Education Services to Plan Committee.** Advisors Representative will provide training for the members of the Plan Committee with regard to their service on the Committee, including education and consulting with respect to fiduciary responsibilities.

- **Participant Education.** Advisors Representative will design an education plan and policy statement that may include information about the investment options under the Plan (e.g. investment objectives, risk/return characteristics and historical performance, investment concepts \*e.g. diversification, asset classes and risk and return), the determination of investment time horizons and the assessment of risk tolerance. Such information shall not include specific investment advice about investment options under the Plan as being appropriate for a particular participant.

- **Participant Enrollment.** Advisors Representative will assist Client in enrolling participants in the Plan, including conducting an agreed-upon number of enrollment meetings. As part of such meetings, Advisor Representative will provide participants with information about the Plan, which may include information on the benefits of Plan participation, the benefits of increasing Plan contributions, the impact of preretirement withdrawals on retirement income, the terms of the Plan and the operation of the Plan.

- **Plan Search Support/Vendor Analysis.** Advisor Representatives will assist with the preparation, distribution, and evaluation of Requests for Proposal, finalist interviews and conversion support.

- **Benchmarking Services.** Advisor Representative will provide Client with comparisons of Plan data (e.g. regarding fees and services and participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

- **Assistance Identifying Plan Fees.** Advisor Representative will assist Client in identifying the fees and other costs borne by the Plan, as specified by Client, for investment management, recordkeeping, participant education, participant communication and/or other services provided with respect to the Plan.

### **Publicly Traded Employer Stock**

If the Plan makes available publicly traded employer stock ("company stock") as an investment option under the Plan, Representatives do not provide investment advice regarding company stock and are not responsible for the decision to offer company stock as an investment option. In addition, if participants in the Plan invest the assets in their accounts through individual brokerage accounts, a mutual fund window, or other similar arrangement, or obtain participant loans, IARs do not provide any individualized advice or recommendations to the participants regarding these decisions.

### **Retirement Plan Rollovers**

An employee generally has four (4) options for their retirement plan when they leave an employer:

1. Leave the money in his/her former employer's plan, if permitted
2. Rollover the assets to his/her new employer's plan, if one is available and permitted
3. Rollover to an Individual Retirement Account (IRA), or
4. Cash out the account value, which has significant tax considerations

PCG Wealth Advisors only provides educational services pertaining to retirement plan assets that could potentially be rolled-over to an IRA managed by PCG Wealth Advisors. Education is based on a particular client's financial circumstances. PCG Wealth Advisors has an incentive to recommend such a rollover based on the compensation received, which is mitigated by the fiduciary duty to act in a client's best interest and acting accordingly.

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### C. Client Account Management

Prior to engaging PCG Wealth Management to provide investment advisory services, each Client is required to enter into an investment advisory agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – PCG Wealth Management, in connection with the Client, may develop a statement that summarizes the Client's investment goals and objectives along with the broad strategy[ies] to be employed to meet the objectives.
- Asset Allocation – PCG Wealth Management will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – PCG Wealth Management will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – PCG Wealth Management will provide investment management and ongoing oversight of the Client's investment portfolio.

### D. Assets Under Management

As of December 31, 2020, assets under management are as follows.

Assets Under Management	
Discretionary	\$436,401,251
Non-Discretionary	\$9,399,581
Total \$445,800,832	

Clients may request more current information at any time by contacting the Advisor.

- Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

#### A. Fees for Advisory Services

##### Investment Management Services

Investment advisory fees are paid quarterly in advance or in arrears pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees are determined by the nature and complexity of each Client's circumstances not to exceed 1.60%

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by PCG Wealth Management will be independently valued by the designated Custodian. PCG Wealth Management will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

##### Financial Planning Services

PCG Wealth Advisors offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements range up to \$500 per hour. Fixed fee engagement fees range up to \$10,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor.

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#### Retirement Plan Consulting Fees

Retirement Plan Consulting Fees are based on a percentage of the assets held in the Plan (up to 1.6% annually), on an hourly basis (up to \$400 per hour), or on a flat rate basis, as negotiated between the Plan and the IAR. Fees will be payable to PCG Wealth Advisors in advance or in arrears on the frequency (e.g., quarterly, monthly, etc.) agreed upon among the client, PCG Wealth Advisors, and the IAR. If asset-based fees are negotiated, payment generally will be based on the value of the Plan assets as of the close of business on the last business day of the period as valued by the custodian of the assets. However, if the fee is paid by the Plan or the client through a third-party service provider, such fee will be calculated as determined by the provider. If the fee is paid prior to the services being provided, the Plan will be entitled to a prorated refund of any prepaid fees for services not received upon termination of the client agreement.

Clients incur fees and charges imposed by third parties other than PCG Wealth Advisors. These third-party fees can include fund or annuity sub-account management fees, 12b-1 fees and administrative servicing fees, plan recordkeeping and other service provider fees. Further information regarding charges and fees assessed by a fund or annuity are available in the appropriate prospectus.

If a client engages PCG Wealth Advisors to provide ongoing investment recommendations to the Plan regarding the investment options (e.g., mutual funds, collective investment funds) to be made available to Plan participants, clients should understand that there generally will be two layers of fees with respect to such assets.

#### **B. Fee Billing**

##### Investment Management Services

Investment advisory fees are calculated by the Advisor or directly by the custodian and deducted from the Client's account[s] by the Custodian. Depending on the Custodian, the Advisor shall send an invoice indicating the amount of the fees to be deducted from the Client's account[s] or such fees will be deducted by a direct agreement with the custodian. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with PCG Wealth Management at the end of the prior (if advance billing)] or the beginning of the new quarter (if in arrears). Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Each Client will be provided with a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting PCG Wealth Management to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

##### Financial Planning Services

Financial planning fees are generally invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s].

##### Retirement Plan Services

The Plan will pay an advisory fee to the fund manager and other expenses as a shareholder of the fund. The client also will pay PCG Wealth Advisors a fee for its investment recommendation services. Therefore, clients could generally avoid the second layer of fees by not using the advisory services of PCG Wealth Advisors and by making their own decisions regarding the investment.

If a Plan makes available a variable annuity as an investment option, there are mortality, expense and administrative charges, fees for additional riders on the contract and charges for excessive transfers within a calendar year imposed by the variable annuity sponsor. If a Plan makes available a pooled guaranteed investment contract (GIC) fund, there are investment management and administrative fees associated with the pooled GIC fund.

Clients should understand that the fee that a client negotiates may be higher or lower than the fees charged by other IARs for similar services. This is the case, in particular, if the fee is at or near the maximum fees set out

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above. The IAR is responsible for determining the fee to charge each client based on factors such as total amount of assets involved in the relationship, the complexity of the services, and the number and range of supplementary advisory and client-related services to be provided. Clients should consider the level and complexity of the consulting and/or advisory services to be provided when negotiating the fee.

Clients pay the fee by check made payable to PCG Wealth Advisors, LLC. In the alternative, clients also may instruct a Plan's service provider or custodian to calculate and debit the fee from the Plan's account at the custodian and pay such fee to PCG Wealth Advisors.

#### Cash Holdings

Cash balances invested in LPL's multi-bank insured cash account (ICA) program are invested in Federal Deposit Insurance Corporation (FDIC) insured deposit accounts at one or more bank or other participating depository institutions. However, clients receive the same interest rate across all ICA deposit accounts taken in the aggregate based on a percentage of the average daily deposit balance. LPL receives a fee from the institutions participating in the ICA program based on the value of advisory assets held in the ICA program. This fee could be higher than the interest rate received by clients and/or could reduce the rate a client could receive elsewhere.

#### Mutual Fund Share Class Disclosure and Fiduciary Duty (12b-1 Fees)

Section 206 of the Investment Advisers Act of 1940 ("Advisers Act") imposes a fiduciary duty to act in a client's best interests and specifically prohibits investment advisers, directly or indirectly, from engaging in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or prospective client.

However, the fiduciary duty to which advisers are subject is not specifically defined in the Advisers Act or the Commission rules but reflects a Congressional recognition "of the delicate fiduciary nature of an investment advisory relationship" as well as a Congressional intent to eliminate, or at least expose, all conflicts of interest which might incline an investment adviser, consciously or unconsciously, to render advice which was not disinterested.

When selecting a mutual fund for a client's advisory account, the investment advisor representative has a fiduciary duty to select the share class that helps manage the overall fee structure of the account. The overall fee structure includes such fees as:

- Asset Management Fee
- Expense ratio, which includes 12b-1 fees, generally .25% for A shares.
- Trade Ticket Charges

The more beneficial share class depends on an analysis of ticket charges and expected 12b-1 fees. Investing in a 12b-1 fee paying share class can be less expensive for a client than investing in the I Share class with a lower expense ratio if the ticket charges on the lower-cost share class exceed the amount of ongoing 12b-1 fees.

- **Mutual funds normally offer multiple share classes, including lower-cost share classes that do not charge 12b-1 fees and are therefore less expensive.**
- **Investment adviser representatives will invest client funds in 12b-1 fee paying share classes even when a lower-cost share class is available as appropriate to account for the overall fee structure of the account.**
- **Investment adviser representatives benefit from investing clients in 12b-1 fee paying share classes because they can avoid paying transaction charges.**
- **A Share mutual funds do not always have an otherwise equivalent I Share alternative.**

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- **Not all investors will qualify for I Shares, which can have a higher minimum investment amount.**
- **12b-1 fees are not retained by Advisor or an investment advisor representative.**

Depending on the anticipated trading volume, and the asset management fee that is determined based on account size, complexity and time requirements, investment advisor representatives have a fiduciary duty to determine the mutual fund share class that is in the best interest of each client as part of the overall fee analysis. In addition, the Advisor is limited to the share class available through the custodian which can amount to a higher-cost share class in certain instances, the details of the different share classes are further provided in the fund prospectus.

### **C. Other Fees and Expenses**

Clients can incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s].

In addition, all fees paid to PCG Wealth Advisors for investment advisory services or part of the PCG Wealth Advisors Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of PCG Wealth Advisors, but would not receive the services provided by PCG Wealth Advisors which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by PCG Wealth Advisors to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

### **D. Advance Payment of Fees and Termination**

#### Investment Management Services

PCG Wealth Management is compensated for its services either in advance of the quarter or at the end after investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. If fees are charged in advance, Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior approval.

#### Financial Planning Services

PCG Wealth Advisors requires an advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for [actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engage, the percentage of the engagement scope completed by the Advisor]. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior approval.

### **E. Compensation for Sales of Securities**

Certain investment advisor representatives are also registered representatives of LPL Financial ("LPL"). LPL is an unaffiliated separate entity that is registered as a broker-dealer (CRD No. 6413), member FINRA / SIPC. In a separate capacity as a registered representative of LPL, certain investment advisor representatives of PCG

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Wealth Management can implement securities transactions through LPL doing business as PCG Wealth Management. In such instances, the investment advisor representative will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by the Advisory Person in one's capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see "Item 10 – Other Financial Industry Activities and Affiliations".

Certain investment advisor representatives are also licensed as an independent insurance professional. As an independent insurance professional, they earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any Advisory Person affiliated with the Advisor.

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

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PCG Wealth Management does not charge performance-based fees for its investment advisory services. The fees charged by PCG Wealth Management are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

PCG Wealth Management does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

- Item 7 – Types of Clients

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PCG Wealth Management offers investment advisory services primarily to individuals, high net worth individuals, trusts, estates. The percentage of each type of Client is available on PCG Wealth Management's Form ADV Part 1A. These percentages may change over time and are updated at least annually by the Advisor. PCG Wealth Management generally does not impose a minimum account size for establishing a relationship.

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

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#### **A. Methods of Analysis**

PCG Wealth Management primarily employs fundamental, technical, cyclical analysis methods in developing investment strategies for its Clients. Research and analysis from PCG Wealth Management is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

#### **Fundamental**

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The

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Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

### **Technical**

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that PCG Wealth Management will be able to accurately predict such a reoccurrence.

### **Cyclical**

Cyclical analysis is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that PCG Wealth Management is recommending. The risks with cyclical analysis are similar to those of technical analysis.

As noted above, PCG Wealth Management generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. PCG Wealth Management will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, PCG Wealth Management may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

### **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. PCG Wealth Management will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. The following are some of the risks Clients should understand and consider:

- **Market Risk** – the risk that the value of securities may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries. This is a risk that will affect all securities in the same manner caused by some factor that cannot be controlled by diversification
- **Interest Rate Risk** – the risk that fixed income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.

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- **Credit Risk** – the risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.
- **Business Risk** – the measure of risk associated with a particular security. It is also known as unsystematic risk and refers to the risk associated with a specific issuer of a security. Generally speaking, all businesses in the same industry have similar types of business risk. More specifically, business risk refers to the possibility that the issuer of a particular company stock or a bond may go bankrupt or be unable to pay the interest or principal in the case of bonds.
- **Taxability Risk** – the risk that a security that was issued with tax-exempt status could potentially lose that status prior to maturity. Since municipal bonds carry a lower interest rate than fully taxable bonds, the bond holders would end up with a lower after-tax yield than originally planned.
- **Call Risk** – the risk specific to bond issues and refers to the possibility that a debt security will be called prior to maturity. Call risk usually goes hand in hand with reinvestment risk because the bondholder must find an investment that provides the same level of income for equal risk. Call risk is most prevalent when interest rates are falling, as companies trying to save money will usually redeem bond issues with higher coupons and replace them on the bond market with issues with lower interest rates.
- **Inflationary Risk** – the risk that future inflation will cause the purchasing power of cash flow from an investment to decline.
- **Liquidity Risk** – the possibility that an investor may not be able to buy or sell an investment as and when desired or in sufficient quantities because opportunities are limited.
- **Reinvestment Risk** – the risk that falling interest rates will lead to a decline in cash flow from an investment when its principal and interest payments are reinvested at lower rates.
- **Social/Political Risk** – the possibility of nationalization, unfavorable government action or social changes resulting in a loss of value.
- **Legislative Risk** – the risk of a legislative ruling resulting in adverse consequences.
- **Currency/Exchange Rate Risk** – the risk of a change in the price of one currency against another.
- **Pandemic Risk** – Large-scale outbreaks of infectious disease that can greatly increase morbidity and mortality over a wide geographic area, crossing international boundaries, and causing significant economic, social, and political disruption.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

- Item 9 – Disciplinary Information

**There are no legal, regulatory or disciplinary events involving PCG Wealth Management or any of its management persons.** PCG Wealth Management values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD# 290977.

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- Item 10 – Other Financial Industry Activities and Affiliations

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#### Broker-Dealer Affiliation

As noted in Item 5, certain investment advisor representatives are also a registered representative of LPL. LPL is a registered broker-dealer (CRD No. 6413), member FINRA / SIPC. In their separate capacity as a registered representative, they will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation. Neither the Advisor nor the investment advisor representative will earn ongoing investment advisory fees in connection with any services implemented in their separate capacity as a registered representative.

#### Insurance Agency Affiliations

As noted in Item 5, certain investment advisor representatives are also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from one's role with PCG Wealth Management. As an insurance professional, customary commissions and other related revenues from the various insurance companies are received for products are sold. The Insurance professional is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This causes a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made.

#### RKJ & Associates Ltd.

Certain investment advisor representatives offer third-party administrator ("TPA") services through RKJ & Associates Ltd. This presents a conflict as employees may benefit from additional revenues generated. Clients of PCG Wealth Management are not obligated to engage RKJ & Associates for TPA, accounting and related services.

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

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#### **A. Code of Ethics**

PCG Wealth Management has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with PCG Wealth Management (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. PCG Wealth Management and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of PCG Wealth Management's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (913) 323-3112 or via email at [ckurth@lpl.com](mailto:ckurth@lpl.com).

#### **B. Personal Trading with Material Interest**

PCG Wealth Management allows our Supervised Persons to purchase or sell the same securities that are recommended to and purchased on behalf of Clients. PCG Wealth Management does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. PCG Wealth Management does not have a material interest in any securities traded in Client accounts.

#### **C. Personal Trading in Same Securities as Clients**

PCG Wealth Management allows our Supervised Persons to purchase or sell the same securities that are recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that is mitigated through policies and procedures. As noted above, we have adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by PCG Wealth Management requiring reporting of personal securities trades by its Supervised Persons with access to

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non-public information for review by the Chief Compliance Officer (“CCO”) or delegate/OR by conducting a coordinated review of personal accounts and the accounts of the Clients. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

While PCG Wealth Management allows our Supervised Persons to purchase or sell the same securities that are recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will PCG Wealth Management, or any Supervised Person of PCG Wealth Management, transact in any security to the detriment of any Client.**

- Item 12 – Brokerage Practices

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#### **A. Recommendation of Custodian[s]**

As registered representatives of LPL, the Advisor is limited in using other broker-dealers/custodians as LPL must approve the use of any outside broker-dealer/custodian. PCG Wealth Management recommends the particular Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and location of the Custodian’s offices.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **PCG Wealth Management does not participate in soft dollar programs sponsored or offered by any broker-dealer. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14.**

**2. Directed Brokerage** - All Clients are serviced on a “directed brokerage basis”, where PCG Wealth Management will place trades within the established account[s] at the custodian. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). In selecting the Custodian, PCG Wealth Management will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated Custodian.

**3. Best Execution** - In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker/dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although we will seek competitive rates, to the benefit of all Clients, we may not necessarily obtain the lowest possible commission rates for specific Client account transactions.

**4. Transition Assistance Benefits** - LPL Financial provides various benefits and payments who are both IARs of PCG Wealth Management and registered representatives of LPL (“Dually Registered Persons”) that are new to the LPL Financial platform to assist the representative with the costs (including foregone revenues during account transition) associated with transitioning his or her business to the LPL Financial platform (collectively referred to as “Transition Assistance”). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the Dually Registered Person’s business, satisfying any outstanding debt owed to the Dually Registered Person’s prior firm, offsetting account transfer fees (ACATs) payable to LPL Financial as a result of the Dually Registered Person’s clients transitioning to LPL Financial’s custodial platform, technology set-up fees, marketing and mailing costs, stationary and licensure transfer fees, moving expenses, office space expenses, staffing support and termination fees associated with moving accounts.

The amount of the Transition Assistance payments are often significant in relation to the overall revenue earned or compensation received by the Dually Registered Person at [his/her] prior firm. Such payments are generally

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based on the size of the Dually Registered Person's business established at [his/her] prior firm and/or assets under custody on the LPL Financial.

Transition Assistance payments and other benefits are provided to associated persons of PCG Wealth Management in their capacity as registered representatives of LPL Financial. However, the receipt of Transition Assistance by such Dually Registered Persons creates conflicts of interest relating to PCG Wealth Management's advisory business because it creates a financial incentive for PCG Wealth Management's representatives to recommend that its clients maintain their accounts with LPL Financial. In certain instances, the receipt of such benefits is dependent on a Dually Registered Person maintaining its clients' assets with LPL Financial and therefore PCG Wealth Management has an incentive to recommend that clients maintain their account with LPL Financial in order to generate such benefits.

PCG Wealth Management attempts to mitigate these conflicts of interest by evaluating and recommending that clients use LPL's services based on the benefits that such services provide to our clients, rather than the Transition Assistance earned by any particular Dually Registered Person. PCG Wealth Management considers LPL's execution capability, commission rate, financial responsibility and responsiveness to our firm and our clients when recommending or requiring that clients maintain accounts with LPL. However, clients should be aware of this conflict and take it into consideration in making a decision whether to custody their assets in a brokerage account at LPL Financial.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. PCG Wealth Management will execute its transactions through an unaffiliated broker-dealer. PCG Wealth Management may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

### Trade Errors

The Advisor generally considers a trade error to be an error that results from an action or omission by the Advisor that does not meet the applicable standard of care for managing a Client's assets and that results in a loss to the client. On occasion, an error may occur in a Client account that results in a loss or a profit to the Client. Regardless of trade error amount, the following resolution procedures will be followed.

- Any error that results in a gain will be retained by LPL Financial; and
- Any error that results in a direct loss will be reimbursed to the account by LPL Financial or absorbed by the Advisor, depending on the circumstances.

The Advisor maintains records of all errors it identifies, including the trade date, error correction date, error correction transactions, identification of who caused the error and the results of the error and any correction. The Advisor generally notifies clients of any material error correction that involves a guideline breach and/or reimbursement to the Client, but the form and timing of this notification may differ based on the particular Client, and the facts and circumstances.

- Item 13 – Review of Accounts

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## **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by an investment advisor representative of PCG Wealth Management. Reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

## **B. Causes for Reviews**

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In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify PCG Wealth Management if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the trustee or Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

- Item 14 - Client Referrals and Other Compensation

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### **A. Compensation Received by PCG Wealth Management**

#### **LPL Financial (LPL)**

PCG Wealth Management has established an institutional relationship with LPL to assist the Advisor in managing Client account[s]. Access to the LPL platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at LPL. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from LPL creates a conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

PCG Wealth Management and/or its Dually Registered Persons are incented to join and remain affiliated with LPL Financial and to recommend that clients establish accounts with LPL Financial through the provision of Transition Assistance (discussed in Item 12 above). LPL also provides other compensation Dually Registered Persons associated with PCG Wealth Management if they are eligible based on production levels, including but not limited to, bonus payments, repayable and forgivable loans, stock awards and other benefits.

The receipt of any such compensation creates a financial incentive for your representative to recommend LPL Financial as custodian for the assets in your advisory account. We encourage you to discuss any such conflicts of interest with your representative before making a decision to custody your assets at LPL Financial.

#### **Outside Professionals**

Certain Clients of the Advisor may be referred to other industry experts such as investment advisors or insurance professionals for advanced planning or insurance purposes. The Advisor may be compensated based on their work with the industry expert. In addition, a portion of the Advisor's fees or commissions may be used to pay the industry experts.

### **B. Client Referrals from Solicitors**

#### **Lampo Group, LLC**

Some Investment Advisor Representatives of PCG Wealth Advisors have entered into a written arrangement with The Lampo Group, LLC d/b/a Ramsey Solutions ("Ramsey Solutions"), a company owned by nationally syndicated financial advice radio host, television personality, and author, Dave Ramsey, to be designated as a qualified investment professional ("SmartVestor Pro" or "Pro") under the SmartVestor program ("SmartVestor") for the purposes of receiving client referrals from Ramsey Solutions.

SmartVestor is offered through the Ramsey Solutions website (<https://www.daveramsey.com>), which provides a variety of financial and educational resources to consumers. Once on the SmartVestor website, clients must enter basic identifying information, including name, e-mail address, telephone number, and zip

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code. Clients are then provided with a list of up to five individual SmartVestor Pros that are located within the specific market assigned to the client's zip code. Unless a client opts out of having their contact information shared, each Pro will generally contact a referred client within one business day of receiving the contact information.

The Investment Advisor Representatives pay a monthly membership fee plus a monthly advertising fee for being a SmartVestor Pro. The fees paid by Investment Advisor Representatives are payable regardless of whether any client chooses to communicate with or enter into an agreement with the firm.

- Item 15 – Custody

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PCG Wealth Management does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. Depending on the custodian used for a particular client, advisory fees will be deducted in advance by a direct agreement with the LPL Financial.

- The custodian sends statements at least quarterly to clients showing all disbursements in account including the amount of the advisory fees paid to advisor, the value of client assets upon which advisor's fee was based, and the specific manner in which advisor's fee was calculated.
- Clients provide authorization permitting advisory fees to be deducted in advance from client advisory account or receive an invoice for fees deducted in arrears.
- Payment of fees may result in the liquidation of a client's positions if there are insufficient funds in the account.
- Fees are assessed on all assets in the account(s), including securities, cash or money market balances.
- Margin debits do not reduce the value of the assets in the account for billing purposes.
- Accounts where LPL is the custodian, clients must provide authorization to LPL, per their agreement with LPL, for any increase in fees as a safeguard.

Clients should review the fee calculated and deducted by the custodian to ensure that the fees were calculated correctly.

- Item 16 – Investment Discretion

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PCG Wealth Management generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by PCG Wealth Management. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by PCG Wealth Management will be in accordance with each Client's investment objectives and goals.

- Item 17 – Voting Client Securities

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PCG Wealth Management does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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**PCG Wealth Management**

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- Item 18 – Financial Information

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Neither PCG nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients. However, PCG was eligible and participated in the Paycheck Protection Program (PPP) available as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act that designated billion of dollars in SBA loans to help support small businesses and independent contractors. The loan is potentially forgivable (essentially making them grants) so long as the money is used for designated expenses and PCG does not lay off employees or cut wages during the eight weeks after receiving the loan.

Neither PCG Wealth Management, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. PCG Wealth Management is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

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**Registered as: PCG Wealth Advisors, LLC**



**Doing Business as: PCG Wealth Management**

**Form ADV Part 2A – Appendix 1  
("Wrap Fee Brochure")**

**Effective: September 23, 2021**

This Form ADV2A - Appendix 1 ("Wrap Fee Brochure") provides information about the qualifications and business practices for PCG Wealth Advisors, LLC, doing business as PCG Wealth Management or the "Advisor" when offering services pursuant to a wrap program. This Wrap Fee Brochure shall always be accompanied by the PCG Wealth Management Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete PCG Wealth Management Disclosure Brochure or you have any questions about the contents of this Wrap Fee Brochure or the PCG Wealth Management Disclosure Brochure, please contact us at (913) 323-3112 or by email at [ckurth@lpl.com](mailto:ckurth@lpl.com)

PCG Wealth Management is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Brochure provides information about PCG Wealth Management to assist you in determining whether to retain the Advisor.

Additional information about PCG Wealth Management and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 290977.

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## **Item 2 – Material Changes**

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Form ADV 2 - Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Brochure discusses wrap fee programs offering by the Advisor.

### **Material Changes**

There have been no material changes to this Wrap Fee Brochure since the last filing and distribution to Clients.

At any time, you may view this Wrap Fee Brochure and the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 290977. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (913) 323-3112 or by email at [ckurth@lpl.com](mailto:ckurth@lpl.com).

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### **Item 3 – Table of Contents**

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## Item 4 – Services Fees and Compensation

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### A. Services

PCG Wealth Management provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the PCG Wealth Management Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting PCG Wealth Management as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, PCG Wealth Management includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”. The Advisor sponsors the PCG Wealth Management Wrap Fee Program.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the PCG Wealth Management Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on PCG Wealth Management’s investment philosophy and related services.**

### B. Program Costs

Advisory services provided by PCG Wealth Management are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to PCG Wealth Management. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in the Client’s account[s]. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

### C. Fees

Investment advisory fees are negotiated based on the nature and complexity of each Client’s circumstances not to exceed 1.60%

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by PCG Wealth Management will be independently valued by the designated Custodian. PCG Wealth Management will not have the authority or responsibility to value portfolio securities.

As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by PCG Wealth Management. Securities transaction fees for Client-directed trades may be charged back to the Client.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client’s account[s]. Under this Wrap Fee Program, PCG Wealth Management includes securities transactions costs as part of its overall investment advisory fee.

In addition, all fees paid to PCG Wealth Management for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund’s prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer

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fees, fees for trades executed away from the Custodian and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by PCG Wealth Management to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### **D. Compensation**

PCG Wealth Management is the sponsor and portfolio manager of this Wrap Fee Program. PCG Wealth Management receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s].

### **Item 5 – Account Requirements and Types of Clients**

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PCG Wealth Management offers investment advisory services to [individuals, high net worth individuals, trusts, estates. PCG Wealth Management generally does not impose a minimum account size for establishing a relationship. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information.

### **Item 6 – Portfolio Manager Selection and Evaluation**

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#### **Portfolio Manager Selection**

PCG Wealth Management serves as sponsor and as portfolio manager for the services under this Wrap Fee Program.

#### **Related Persons**

PCG Wealth Management personnel serve as portfolio managers for this Wrap Fee Program. PCG Wealth Management does not serve as a portfolio manager for any third-party wrap fee programs.

#### **Performance-Based Fees**

PCG Wealth Management does not charge performance-based fees.

#### **Supervised Persons**

PCG Wealth Management Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

#### **Methods of Analysis**

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Brochure) for details on the research and analysis methods employed by the Advisor.

#### **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. PCG Wealth Management will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to**

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**discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.**

#### **Proxy Voting**

PCG Wealth Management does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

### **Item 7 – Client Information Provided to Portfolio Managers**

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PCG Wealth Management is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the PCG Wealth Management Privacy Policy (included after this Wrap Fee Program Brochure).

### **Item 8 – Client Contact with Portfolio Managers**

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PCG Wealth Management is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at PCG Wealth Management.

### **Item 9 – Additional Information**

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#### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

PCG Wealth Management values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 290977. Please see Item 9 of the PCG Wealth Management Disclosure Brochure as well as Item 3 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

#### Other Financial Activities and Affiliations

Please see Items 10 and 14 of the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Brochure).

#### **B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

PCG Wealth Management has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to PCG Wealth Management's compliance program (our "Supervised Persons"). Complete details on the PCG Wealth Management Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### Review of Accounts

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons of PCG Wealth Management under the supervision of the Chief Compliance Officer ("CCO"). Details of the review policies and practices are provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.

#### Other Compensation

Please see Item 14 – Other Compensation in the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Brochure) for details on additional compensation that may be received by PCG Wealth Management or its Advisory Persons. Each Advisory Person's Brochure Supplement (also included with this Wrap Fee Brochure) provides details on any outside business activities and the associated compensation.

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#### Participation in Institutional Advisor Platform

PCG Wealth Management has established an institutional relationship with a qualified custodian to assist the Advisor in managing Client account[s]. Access to the various platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at the qualified custodian. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a qualified custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

Please see Item 14 – Other Compensation in the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Brochure) for details on additional compensation that may be received by PCG Wealth Management or its Advisory Persons. Each Advisory Person's Brochure Supplement (also included with this Wrap Fee Brochure) provides details on any outside business activities and the associated compensation.

#### Client Referrals from Solicitors

PCG Wealth Management does not engage paid solicitors for Client referrals.

#### Financial Information

Neither PCG Wealth Management, nor its management has any adverse financial situations that would reasonably impair the ability of PCG Wealth Management to meet all obligations to its Clients. Neither PCG Wealth Management, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. PCG Wealth Management is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance. Please see Item 18 of the Form ADV Part 2A – Disclosure Brochure.

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## Privacy Policy

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Effective: September 23, 2021

### Our Commitment to You

PCG Wealth Management ("PCG Wealth Management" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. PCG Wealth Management (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

PCG Wealth Management does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

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### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We share information with technology vendors and third-party service providers to manage and support operations and regulatory compliance (such as administrators, brokers, custodians, regulators, credit agencies, consultants and other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> PCG Wealth Management does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where PCG Wealth Management or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> PCG Wealth Management does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (913) 323-3112 or via email at [ckurth@lpl.com](mailto:ckurth@lpl.com).

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