

## Prudential Managed Account Programs Client Agreement

This investment advisory agreement (“Agreement”) is between Prudential Customer Solutions LLC (“PCS”), an investment adviser registered with the Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940, as amended (“Advisers Act”), and each undersigned account holder (“Client”) of the applicable Program (defined below). References to “Client” shall include all account holders who sign this Agreement. If there is more than one account holder, the terms relating to joint accounts in your Apex Brokerage Account Agreement (defined below) are supplemental to the terms provided herein, and provide additional terms with respect to providing instructions to PCS and the authority to transact any business on behalf of the Account (defined below). If Client has more than one Account in a Program, or Accounts in more than one Program, the relevant terms of this agreement shall apply individually to each such Account.

### 1. Overview of the Programs

PCS currently offers the following wrap account programs (each, a “Program” and together, the “Programs”):

- a. *Prudential Managed Account Strategic Portfolios (“PMA Strategic Portfolios”)*: The investment allocation strategies in the PMA Strategic Portfolios include Portfolios (in order of risk tolerance from highest risk to lowest risk) such as: Aggressive Growth, Growth, Moderate Growth, Moderate, Moderate Conservative, and Conservative.
- b. *Prudential Managed Account Reserve Portfolio (“PMA Reserve Portfolio”)*: The investment allocation strategy for the PMA Reserve Portfolio includes a single Portfolio, which is an investment account for clients with a potential short-term need and who wish to maintain their Assets (defined below) invested in a managed account.

Each Program is a discretionary investment advisory account that enables Client to invest in exchange-traded funds (“ETFs”), subject to any reasonable investment restrictions requested by Client and accepted by PCS, through an investment portfolio (“Portfolio”), an asset allocation model developed by PCS. Each Portfolio is based on different expected risk tolerances, time horizons and investment objectives. Additional information about the Portfolios offered in each Program is available in Schedule B. There is no guarantee that any Program or Portfolio will meet its investment objective. Neither Program is a savings account, and investments in a Program are subject to risk. A Client could lose money by investing in a Program. Investments in the Portfolio will be comprised of ETFs issued by companies unaffiliated with PCS that track indices of various asset classes and an unaffiliated interest-bearing FDIC-insured deposit account to hold cash. Client will receive prospectuses for the ETFs and should read them and contact PCS or a Prudential Link Financial Advisor (“PLFA”) with any questions or concerns. PCS is not responsible for the information in an ETF’s prospectus or other offering documents and Client shall hold PCS harmless for any deficiencies in the prospectus or offering documents.

Clients may access the Programs through interactive online tools on the Program Website (as defined below) and/or by contacting a PLFA. **In addition, Schedule A contains the pricing information for each Program; Schedule B contains the Investment Policy Statement for each Program and the Client’s Investment Management Proposal (“Proposal”) is incorporated into this Agreement by reference. Together this Agreement and Schedules A and B, as updated from time to time, will constitute the Agreement.** PCS may add, change or eliminate services in any or all Programs from time to time and will inform Clients of changes when applicable.

Prudential LINK is an umbrella marketing name for PCS, Prudential Annuities Distributors, Inc. and various subsidiaries of The Prudential Insurance Company of America. Investment advisory products and services are made available through PCS. PCS is not a licensed insurance agency or broker. All entities are Prudential Financial companies and each is solely responsible for its own financial condition and contractual obligations. Prudential LINK Financial Representatives (“PLFR”) are licensed insurance agents and appointed to represent The Prudential Insurance Company of America and its affiliated insurers and are Registered Representatives of Pruco Securities LLC (“Pruco”).

## **2. Reasonable Restrictions**

Client may request reasonable investment restrictions on the management of Client's assets held in its account ("Assets") with PCS ("Account"), which PCS will review and accept in its sole discretion. Any reasonable restrictions imposed on the management of Assets may negatively affect performance of the Client's Assets. PCS will not accept Client's Agreement if PCS determines that the requested restrictions are unreasonable or otherwise prevent PCS from implementing the Portfolio. PCS will not implement investment restrictions and any requested changes until it accepts them.

## **3. Services**

### **a. PCS**

PCS will suggest a Program and Portfolio that it believes best aligns with Client's goals for the Assets based on Client's financial needs and circumstances as provided by Client in the completed Client Profile ("Profile") on a website including Client's time horizon, investment objectives and risk tolerance for the Assets. PCS has discretionary authority over Client's Assets and makes investment decisions on Client's behalf.

To participate in a Program, Client must complete the Profile and execute this Agreement and the Proposal. Client also must execute a customer agreement with Apex (defined below) ("Brokerage Account Agreement") to participate in a Program. This Agreement and Brokerage Account Agreement are subject to acceptance by PCS and Apex, respectively, and in each party's sole discretion.

A PLFA will be available to answer questions about Client's selected Program. PCS will also notify Client in writing at least quarterly to contact a PLFA or notify PCS through the website if there have been any changes in Client's financial situation, needs, or if they wish to add or modify investment restrictions that may affect how Client's Assets should be managed. Each calendar year, PCS will make reasonable attempts to contact Client to inquire about any changes in Client's financial situation or needs that may affect how Assets should be managed. Client will also be asked whether Client wishes to add or modify investment restrictions on the management of its Assets.

PCS will periodically review the Portfolios and determine if they continue to meet PCS's selection criteria. PCS may add, remove, or change the composition of the Portfolios in its sole discretion, and will notify Client about changes to ETFs via confirms and statements. Client may contact a PLFA to discuss a change in Program (*e.g.*, from PMA Reserve Portfolio to PMA Strategic Portfolios or vice versa) or new Portfolios, and may request a change in Program or a replacement Portfolio by submitting new responses to the Profile. Changing Programs will result in Client being charged a higher or lower fee and being subject to a higher or lower Minimum Investment Requirement (defined below). The Client Fee applicable to each Program is described in Schedule A. Different Portfolios and Programs will experience different performance, and so changes in the Client's Portfolio or Program will affect the performance of Client's Account, either positively or negatively. Information about PCS's Portfolio selection and review process is found in the PCS Program Brochure, which is Part 2A of Form ADV ("Brochure"); PCS may modify this process at any time without notice.

Neither PCS nor any PLFA makes any representations or warranties as to the success of any Program or Portfolio; past performance does not indicate future performance; and there is no guarantee that Client will achieve his or her investment objectives by participating in Client's selected Program. Client should review the Proposal and any applicable disclosures about the relevant Program and Portfolio to understand, among other things, the investment strategy and its risks before selecting a Program and Portfolio. Envestnet and QMA (defined below) will act only on PCS's behalf and are not fiduciaries to Client. PCS, its affiliates, employees and agents shall not be liable for any misstatement or omission contained in any materials or information prepared by Envestnet for distribution, either directly or indirectly, to Clients, or any loss, liability, claim, damage or expense arising out of or attributable to such misstatement or omission.

### **b. Electronic Relationship**

The Programs and services are provided to Client electronically as described in the Brochure. This Agreement and other Program agreements will be signed electronically, and PCS will deliver to Client all Program materials in

electronic format only, by posting the information on the Program Website, through email, or by other electronic means. Program materials include this Agreement, documents, disclosures, notices, and other information regarding the Account, such as the Brochure, brochure supplements, Account statements, trade confirmations, privacy notices, and other communications. PCS, Apex and Envestnet will not send Client paper versions of Program documents unless required by applicable law or in their sole discretion.

To enroll in a Program, Client must provide PCS with a valid email address and agree to notify PCS promptly of any changes to the email address by telephone at 1-844-PRU-LINK (1-844-778-5465) or via the Program Website. If Client does not provide a valid email address, PCS may terminate this Agreement. Client must have access to a PDF reader, which is required to view documents provided. If while Client is in a Program, Client does not have access to a device with the necessary hardware and software or Client is unwilling to agree to sign electronically or to accept electronic delivery of Program documents, PCS may terminate the Account.

**c. Envestnet**

Envestnet Asset Management, Inc. (“Envestnet”) will implement the asset allocation in Client’s portfolio; review Client’s Account periodically to determine if, consistent with PCS’s rebalancing and drift parameters, Assets in the Account should be rebalanced; and adhere to any reasonable investment restrictions PCS accepts. Envestnet is not affiliated with PCS. Client hereby authorizes Envestnet to: (i) place securities transactions for the Account for execution by Apex, subject to applicable legal requirements, including, where applicable, Apex’s obligation to satisfy its duty to seek “best execution” for such transactions; and (ii) rebalance the asset allocations in the Client’s Account. Envestnet is not an investment adviser or a fiduciary to Client, does not provide personalized investment advice to Client, and does not manage or have discretionary authority over Client’s Assets.

**d. Apex Clearing Corporation**

Apex Clearing Corporation (“Apex”) will execute, clear, and settle trades and provide custody for Assets. Apex will handle the delivery and receipt of all securities purchased or sold in Client’s Account, provide valuations of securities, receive and distribute all dividend and other distributions, and process exchange offers, rights offerings, warrants, tender offers or redemptions in accordance with this Agreement and the Brokerage Account Agreement. Apex will also send Client trade confirmations, periodic Account statements of all activities, and all shareholder communications it receives. Apex also will act as a general administrator of the Account, and will charge and collect fees and process deposits to and withdrawals from the Account. PCS also may use affiliated and unaffiliated service providers to perform these services. Apex is not affiliated with PCS and is not the sponsor of any Program.

**e. QMA**

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

**f. Cash Sweep Vehicle**

Cash that is pending investment and dividends and distributions from ETFs may be held in an unaffiliated interest-bearing FDIC-insured deposit account (“Sweep Vehicle”) for the Account. PCS may discontinue the Sweep Vehicle or replace and add new Sweep Vehicles at any time. The Brokerage Account Agreement contains information about available Sweep Vehicles. Additional details concerning the bank deposit sweep program, including interest rate calculation, limitations, eligibility and other important terms and conditions, are outlined in the Apex FDIC Terms and Conditions Document, which is available from PCS upon request and on Apex’s website. Clients are responsible for monitoring their deposit balance at various banks in the bank deposit sweep program, and for opting out of any banks at which their total deposit balance exceeds FDIC coverage limits, as other balances at those banks could cause

a client to exceed FDIC coverage limits. *The Portfolio included in the PMA Reserve Program contains a significant allocation to cash.*

**g. Account Funding Validation**

PCS uses third-party service providers to assist in providing certain services, including account funding, validation and other services (defined below), with or without notice to Client (each, a "Validation Service Provider"). PCS may also change Validation Service Providers or may itself provide services without the assistance of such third-party. Client consents and authorizes PCS to delegate the authorizations Client provides to PCS to its Service Provider(s) as PCS deems necessary or desirable to provide the applicable PCS service to Client. PCS reserves the right to modify or discontinue, temporarily or permanently, any service provided by a Validation Service Provider with or without notice. Client agrees that PCS will not be liable to Client or to any third-party for any such modification suspension, or discontinuance of a Validation Service Provider.

PCS uses account funding, validation and other services ("Account Validation Services") provided by Plaid Technologies, Inc. ("Plaid") to gather data from financial institutions. By using Account Validation Services, Client grants to PCS and to Plaid the right, power, and authority to act on Client's behalf to access and transmit Client's personal and financial information from the relevant financial institutions. Client agrees to Client's personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy located at <https://plaid.com/legal>.

In connection with the Account Validation Services, Client agrees to provide true, accurate, current, and complete information about Client and Client accounts maintained at financial institution websites, and Client agrees to not misrepresent Client's identity or Client's account information. Client agrees to keep Client account information, including Client's authentication credentials (e.g., user name(s) and password(s)), up to date and accurate.

Client's authentication credentials relating to the Account Validation Services will not be made available to PCS or visible to Prudential employees. PCS will use and maintain any personal information that is made available in accordance with PCS's privacy policy. The privacy policies of the financial institutions for which Client has provided us authentication credentials apply to the interactions PCS carries out with them on Client's behalf.

*Disclaimer of Warranties.* Client expressly understands and agrees that Client's use of the Account Validation Services and all information, products and other content (including that of third-parties) included in or accessible from the Account Validation Services is at Client's sole risk, and is provided on an "as is" and "as available" basis. PCS expressly disclaims all warranties in connection with the Account Validation Services and all information, products and other content (including that of third-parties) included in or accessible from the Account Validation Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No advice or information, whether oral or written, obtained by Client from us through or from the Account Validation Services will create any warranty not expressly stated in these terms.

*Limitation of Liability.* Client agrees that neither PCS nor any of its affiliates will be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if PCS or any of its affiliates have been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the Account Validation Services; (ii) the cost of getting substitute goods and services; (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Account Validation Services; (iv) unauthorized access to or alteration of Client's transmissions or data; (v) statements or conduct of anyone on Account Validation Services; or (vi) any other matter relating to Account Validation Services.

*Indemnification.* Client agrees to protect and fully compensate PCS and its affiliates for any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from Client's use of the Account Validation Services, Client's violation of these terms or Client's infringement, or infringement by any other user of Client's Account, of any intellectual property or other right of any other party.

#### **4. Program Changes and Portfolio Removal and Replacement**

Client may request a change in Program (e.g., from PMA Reserve Portfolio to PMA Strategic Portfolios or vice versa) and/or the removal of Client's existing Portfolio and replacement with another Portfolio by changing the responses to Client Profile. Once PCS has reviewed and Envestnet has processed Client's request, Envestnet may be required to sell some or all of the ETFs held in the Account and invest the proceeds by purchasing new ETFs in accordance with the new Portfolio. This may have tax consequences for Client. Changing Programs will result in Client being charged a higher or lower fee and being subject to a higher or lower Minimum Investment Requirement. The Client Fee applicable to each Program is described in Schedule A. Different Portfolios and Programs will experience different performance, and so changes in the Client's Portfolio or Program will affect the performance of the account, either positively or negatively.

#### **5. Program-Related Reporting**

Client will receive (1) confirmations of transactions in the Account, (2) Account statements at least quarterly, and (3) a Quarterly Performance Report. The Quarterly Performance Report contains the allocation of Client's Assets among the ETFs and cash allocation, and the Account's rates of return and its performance history. For Joint Accounts, the Quarterly Performance Report will only be delivered to the Primary Account Owner (defined below). PCS may change the content of the Quarterly Performance Report at any time without notice to Client.

#### **6. Transaction Services**

Client hereby grants Envestnet the authority to enter orders with Apex for the purchase and sale of all Assets held in the Accounts, including shares of ETFs purchased and sold according to PCS's instructions. Client directs Envestnet to effect all trades in the Account through Apex as the broker-dealer of record and clearing firm. This authority granted to Envestnet is continuing and shall remain in full force and effect and Envestnet and Apex may rely upon it until this Agreement is terminated as described in this Agreement. Client will be notified of changes to ETFs in Client's Account via confirmations and Account statements. Client should refer to the Brochure for details about this directed brokerage requirement and the conflicts of interest about this practice.

If contributed cash comes from the redemption of mutual funds, Client has considered the cost of any sales charges or fees, if applicable, previously or to be paid upon redemption.

Dividends from each ETF will be payable to Client when declared and paid and will be invested in the Sweep Vehicle pending investment in ETFs, where applicable.

Envestnet, Apex, and PCS may aggregate an order for an ETF for the Account with orders for the same ETF for other clients or for PCS's own account. When Apex executes aggregated orders, Client will receive the average price per share of the aggregated trade.

#### **7. Other Activities of PCS and its Affiliates**

PCS and/or its affiliates, including, but not limited to QMA, may individually or collectively perform research, brokerage and/or investment advisory services for other clients; buy, sell and trade for their own accounts; and engage in other business activities for their own accounts. PCS and its affiliates may give advice or take action in performing their duties for other clients, or for their own accounts, that differ from advice given to or action taken for Client. PCS is not obligated to buy, sell or recommend for Client any security or other investment that PCS or its affiliates may buy, sell or recommend for any other client or for their own accounts. PCS and its affiliates may from time to time acquire confidential information and information about companies and their securities. PCS will not be free to divulge, or to act upon, such information in its performance of its duties under this Agreement.

#### **8. Account Size and Transactions**

The minimum initial investment to participate in each Program is described in Schedule A (each, a "Minimum Program Investment Requirement"), unless otherwise waived by PCS. Client will fund the Account to satisfy the

applicable Minimum Program Investment Requirement with cash or securities, and letters of intent are not permitted. All checks must be made payable to “Apex Clearing for the benefit of [client name]”. Checks with a payee other than Apex Clearing will be returned to Client and will not be invested in the Program. All cash and proceeds from any securities sale will be maintained in the Sweep Vehicle until Envestnet rebalances the Client’s Assets. Additional contributions may therefore remain in the Sweep Vehicle uninvested for an indefinite period of time. If Client sells securities to fund an Account, Client may pay a commission on the sale.

Client is solely responsible for complying with these Program-related funding requirements, and neither PCS, PLFAs, Apex nor Envestnet shall be responsible for any delays or for not investing any Assets or funds under this Agreement due to Client’s not meeting these requirements. PCS may, in its sole discretion, terminate Client’s participation in the Program and the Agreement if the market value of the Assets held in the Account falls below the applicable Minimum Program Investment Requirement. Please refer to the Brochure for more information.

Client may request a one-time withdrawal of a specific dollar amount at any time. Withdrawal requests received in good order will be forwarded to Envestnet for implementation within a reasonable time after processing. For Client’s protection, PCS may require Client to submit the request in writing in order for the request to be honored. To the extent permitted by applicable laws, Client hereby releases and holds PCS harmless from any loss that the Client may sustain due to this requirement, including any tax consequences from the proceeds of securities sold to meet withdrawal requests, including wash sales. PCS will use its discretion when determining which Assets to sell in order to fulfill Client’s withdrawal requests; Client may not direct the sale of particular Assets in its withdrawal request.

If a Client withdrawal request of any type will cause the market value of the Account to fall below the applicable Minimum Program Investment Requirement, and Client has not deposited cash to cause the Account to meet the applicable Minimum Program Investment Requirement within 90 days of the withdrawal, PCS in its discretion may terminate the Client’s Agreement with respect to such Account. In connection with any withdrawal from Client’s Account, PCS and Apex reserve the right to retain amounts sufficient to complete any transactions open at the time of the withdrawal and to satisfy any amounts owed to PCS and/or Apex.

The withdrawal of Assets may impair the achievement of Client’s investment objectives and may negatively affect performance of the Portfolio.

PCS, Envestnet and/or Apex require a reasonable amount of time to process withdrawal or transfer instructions. Client should also allow sufficient time for trades to settle or securities to be transferred, which may be in addition to the time needed for Client instructions to be processed, in order to access or use any of the sale proceeds or the securities transferred. To the extent permitted by applicable laws, PCS, Envestnet and Apex are not responsible for any delay, damages or out of pocket costs that Client may suffer during the securities transfer or sale.

## **9. Fees**

Client pays an annual fee, based on the amount of Assets in its Account, to PCS for investment advice, custody of Assets, reporting, and execution of transactions (“Client Fee”). The Client Fee applicable to each Program is described in Schedule A. PCS pays a portion of any Client Fee it receives to Envestnet, QMA and Apex to compensate them for their services. The Client Fee does not cover fees and charges described in this Section 9 and Schedule A Section III. The Client Fee is negotiable in PCS’s sole discretion.

In addition to the Client Fee, Client pays its share of ETF fees and expenses, which are stated in the ETF’s prospectus. Current and future fees and expenses may differ from those stated in the prospectus. These fees and expenses will reduce the overall return on the Client’s Program Account. The Client Fee does not include fees for incidental services such as express postage and handling charges, returned check charges, wire or transfer fees, or transfer taxes. The Client Fee also does not include other fees and charges such as foreign exchange fees; any fees associated with American Depository Receipts; Securities and Exchange Commission fees; fees and charges that Apex may assess for certain services such as ACAT fees and IRA maintenance and termination fees (if applicable); charges assessed by other broker-dealers; markups, markdowns, or spreads; or other fees mandated by law. These and additional fees are

described in Schedule A. If Client sells any assets to fund its Account, Client may pay a commission and/or other charges that are not covered by the Client Fee and these sales charges will not be reimbursed to the Client.

The Client Fee is payable quarterly in arrears, charged to the Account during the following quarter. The Client Fee is based on the average daily balance of the Account in the prior quarter and the number of calendar days in the prior calendar quarter in which the Account was open. The Client Fee is based on the entire Account value including the Assets in the Sweep Vehicle.

Investnet will calculate the Client Fee, and Apex, at the instruction of PCS, will debit the Client Fee from Client's Assets, if any, invested in the Sweep Vehicle. Apex will also debit any applicable Account service fees and charges from the Assets invested in the Sweep Vehicle. If there are insufficient Assets in Sweep Vehicle to cover the Client Fee and other fees and charges, Client instructs PCS to sell ETF shares in PCS's sole discretion to generate sufficient cash to cover the unpaid Client Fee and other fees and charges, without regard to Client's cost basis or tax circumstances. Apex will deduct the quarterly Client Fee after the end of each calendar quarter and at the time of Account termination for the prorated portion of current quarter. Client shall notify PCS promptly if Client discovers an error in its Client Fee as reflected in Client's statement from Apex.

By executing this Agreement, Client instructs and authorizes Apex to deduct Client Fee and any other applicable fees from the Account, or from any other brokerage account held at Apex through PCS (other than an IRA) authorized by Client or the owner(s) of such brokerage account, in accordance with this Agreement. Client acknowledges it has reviewed and agrees to the applicable Client Fee. If such other brokerage account does not have sufficient funds or such account is not in good standing to pay Client Fee, Client hereby authorizes Apex to deduct any remaining or all Client Fees from the Account. All deductions will be disclosed on Client's Account statements.

PCS may suspend charging Client a Client Fee and Investnet may cease managing and trading Client's Assets in accordance with the terms of the Agreement if PCS or a PLFA notifies Client in writing to take certain action to comply with the terms of this Agreement or the requirements of PCS, Investnet and/or Apex for participating in the Program or for maintaining the Account. If Client fails to take action as required in the written notice within a reasonable time, PCS reserves the right to terminate this Agreement upon notice to Client.

## **10. Joint Accounts**

If two or more persons sign this Agreement as Clients, each of them shall be deemed an owner of the Account and the Assets held therein. Each such person irrevocably appoints the other(s) as agent, to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement; provided, however, that PCS may, in its sole discretion, determine to accept instructions with respect to the management of the Account (e.g., instructions regarding changes to the Program or Portfolio in which the Account is invested) from only one joint owner. Client acknowledges that, at present, PCS only (i) accepts instructions with respect to the management of the Account from the joint owner whose user ID and password were first used when establishing the Account (the "Primary Account Owner"); and (ii) delivers Quarterly Performance Reports to the Primary Account Owner. In all other respects, the rights and obligations of each joint owner shall be equal. PCS shall be held harmless for (i) refusing to take instructions as to the management of the Account from any joint owner other than the Primary Account Owner; and (ii) delivering the quarterly performance report only to the Primary Account Owner.

If PCS receives instructions from any Client that, in PCS's opinion, conflict with instructions received from any other Client, PCS may, but is not obligated to, comply with any of these instructions. PCS may also advise each Client of the apparent conflict and take no action until it receives satisfactory instructions from any or all Clients and has a reasonable amount of time to act, but is not obligated to do so. PCS is not responsible for determining the purpose or propriety of any instruction received from any Client as against any other Client, or of any disposition of payments or deliveries of Assets between or among Clients. PCS is not obligated to notify other Clients of the actions taken by any one Client. Each Client agrees that notice provided to any one Client will be deemed to be notice to all Clients for all purposes. PCS, in its sole discretion, reserves the right to require written instructions from one or all Clients. PCS may require that a disbursement request to a third-party who is not the other joint owner be signed by all joint owners, regardless of how the Account is registered (e.g., joint tenancy with rights of survivorship). PCS shall be held harmless in acting upon the instructions of any of the persons who signed this Agreement and in sending notices, reports or other communications to any of them. Each person who has signed this Agreement shall be liable, jointly and

individually, for any amounts payable under this Agreement, whether or not such person participates in the transaction or benefits from its proceeds. The liability will include responsibility for instructions to PCS or uses of any login, user ID, password and any authentication device by which the Client may access the Account (each a “means to access the Account”), whether provided by PCS or any third-party, regardless of which Client gives such instructions, enters such orders or changes any means to access the Account. Each Client agrees that, on the death or disability of another Client, divorce of married Clients, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Client(s) will immediately notify PCS of such change of ownership or capacity. No PCS Related Entity (defined below) will be responsible for any transfers, payments or other transactions in the Account made at the direction of a former Client or incapacitated Client until the applicable PCS Related Entity has actually received and had a reasonable amount of time to act on such notice. Following receipt of such notice, the relevant PCS Related Entity may require additional documents and reserves the right to retain such assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion. Any former Client and the estate of any deceased or incapacitated Client will remain jointly and severally liable to the PCS Related Entity for any losses in the Account arising out of or relating to transactions initiated before the relevant PCS Related Entity actually received and had a reasonable amount of time to act upon such notice.

#### **11. Limitation of Liability**

Neither Envestnet, Apex, PCS nor any of their directors, employees, agents (including any PLFA), or affiliates (“PCS Related Entity”) shall be liable for any loss, including investment loss, incurred with respect to Client’s participation in a Program, unless such loss directly results from the gross negligence, malfeasance or violation of applicable law of such party. Client further agrees that no PCS Related Entity shall be responsible or otherwise liable for any consequential, incidental, special or punitive damages, whether or not any of them were advised (or were otherwise aware) of the possibility of such damages. Nothing in this Agreement shall waive or limit any rights that Client may have under federal or state securities laws or ERISA.

Client acknowledges that while PCS is a fiduciary to Client in each Program, this fiduciary relationship does not extend to any services or products a PLFA provides to Client outside of such Program, unless specified in a separate advisory agreement. All investment advice PCS gives to Client is specifically for and about the applicable Program only and for only the Account covered by this Agreement.

PCS will not be obligated to effect any transaction for Client or carry out any Client instructions that PCS reasonably believes will either violate any applicable state or federal laws, or the rules and regulations of any regulatory or self-regulatory organization to which PCS and the Program are subject.

#### **12. Independent Contractors**

In performing obligations regarding the Programs, PCS, QMA, Apex, and Envestnet will each be an independent contractor (rather than employee, agent or representative), and shall have no authority to act for or bind any of the others, and this Agreement will not be construed as creating a joint venture, partnership, franchise, or agency relationship between or among the entities. Except as specifically provided in this Agreement, this Agreement is for the exclusive benefit of the parties to this Agreement and their permitted successors and assigns.

#### **13. Assignment/Termination/Survival**

This Agreement may not be assigned (within the meaning of the Advisers Act) except with the consent of Client and PCS. This Agreement shall continue in force until terminated by PCS or Client. Either party may terminate this Agreement at any time upon five (5) business days’ written notice to the other party. Client will be assessed a *pro rata* amount of the quarterly Client Fee based upon the number of calendar days in the quarter prior to termination, plus any applicable brokerage-related service fees or other debits in the Account (e.g., IRA account termination fee, wire transfer fee, etc.). Client will remain responsible for any transactions initiated before PCS’s receipt of the termination notice and all outstanding debits in the Account. PCS and Apex reserve the right to retain amounts needed to complete any transactions open at the time of the termination and to satisfy any amounts owed to them.

Client shall instruct Apex through PCS on how the Assets in the Account should be handled once the Agreement has been terminated. It may take a reasonable amount of time for Apex to process instructions and sell or transfer

securities. Client may direct that all Assets in the Account be: i) transferred to another financial services firm(s) or ii) sold and the proceeds sent to Client's address of record. Assets in the Account will generally be transferred in-kind to other financial services firm(s), but if certain ETFs or share classes of ETFs may not be held outside of the Program, Client instructs Apex to sell the ETFs or share classes that cannot be transferred in-kind, and transfer the proceeds and any remaining Assets in-kind to other financial services firms(s) the Client designates. If Client fails to provide the required instructions noted above in good order and within a reasonable time, Client hereby instructs PCS and Apex to sell all of Client's Assets in the Account and remit the proceeds to Client. This sales authority shall not apply to an IRA, an account subject to ERISA or where prohibited by applicable laws. The sale of securities may have tax consequences for Client for which Client will be solely responsible, which Client should discuss with Client's tax adviser.

The provisions of Sections 11, 14, and 15 shall survive the termination of this Agreement.

#### **14. Governing Law**

The laws of the State of New Jersey shall govern this Agreement without giving effect to conflicts of laws provisions, provided that nothing herein shall be construed in any manner inconsistent with the Advisers Act, or any rule, regulation or order thereunder, or with ERISA or Section 4975 of the Internal Revenue Code, if applicable. All Program transactions shall be subject to the rules and regulations of all applicable federal, state, and self-regulatory agencies including, but not limited to, the SEC, the Financial Industry Regulatory Authority ("FINRA") and the Board of Governors of the Federal Reserve System and the constitution, rules and customs of the exchange or market (and clearing house, if any) where executed.

#### **15. Notices**

PCS will send all correspondence and notices to Client at the email address Client provided or will post them on Link.Prudential.com (the "Program Website") where Client accesses its Account. All notices and correspondence for the Account and related matters covered by this Agreement should be sent to:

##### **Mailing Address**

Prudential Customer Solutions LLC

PO Box 70181

Philadelphia PA 19176-0181

Please do not send overnight mail to this address as it will be rejected.

Notwithstanding the forgoing and to the extent permitted by applicable laws, PCS may, in its sole discretion, include important notices, amendments or modifications to this Agreement and/or disclosures (collectively "Changes"), in the Program Website, Client's monthly or quarterly Account statement and/or transaction confirmation sent by Apex rather than sending Client a separate notice in accordance with this Agreement on matters such as, but not limited to: Client's Account; the services that PCS, Apex, and Envestnet provide; any disclosures about compensation that PCS or PLFA may receive in connection with Client's transactions, the Account, or any Program; amendments to Account-related disclosures previously provided; any conflict of interest for PCS, any Program or any Program related-transactions; and/or changes to any fees or service charges in the Account or any Program. Client agrees to review the Program Website and all Account statements and confirmations for any changes that may have been included and read such changes, if any. Client acknowledges and agrees that any changes that PCS may include in the Program Website and statements and confirmations: i) will not be sent to Client separately unless otherwise required by applicable law, ii) shall be construed as effectively delivered to and received by Client upon receipt or posting, iii) shall be read by Client promptly upon receipt or posting, and iv) shall become effective on the date indicated in such notice. Client may reject such Changes by notifying PCS in writing to terminate this Agreement and participation in the applicable Program before the effective date of such Changes. Client's continued participation in Program beyond the effective date signifies Client's consent to all such Changes.

## **16. Amendments/ Severability**

This Agreement represents the entire agreement among the parties as to the subject matter contained herein. PCS may, in its sole discretion, modify or amend this Agreement, including but not limited to provisions about charges and fees, upon written notice to Client in a manner consistent with the Notices section of this Agreement or through a separate written notice. Regardless of how Client is notified, PCS will generally provide Client advance notice of any such amendment or modification, unless doing so is commercially impracticable or impossible. If any provision of this Agreement is held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

## **17. Proxies and Other Notices**

PCS will not vote proxies or give any advice about proxies, consents, waivers or other documents regarding any Assets held in Client's Account. Unless otherwise expressly agreed to in writing herein, Client, or its authorized delegate or agent, is responsible for responding to all corporate consents, waivers and other documents for any Assets held in the Account. Apex will forward to Client or Envestnet, as applicable, all such materials it receives.

## **18. Anti-Money Laundering**

Client represents and warrants that the Assets used to invest through Client's selected Program are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Client further represents and warrants that, to the best of its knowledge, neither Client, any person controlling or controlled by Client, nor (if Client is an entity) any person having a beneficial interest in Client, is (i) a country, territory, individual or entity named on a list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (ii) a person described under OFAC programs prohibiting dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC, (iii) a "senior foreign political figure," or any "immediate family member" or "close associate" of a senior foreign political figure or (iv) a "foreign shell bank," as such terms are used in federal regulations or Executive Orders administered by OFAC.

## **19. Miscellaneous Provisions**

PCS reserves the right to refuse to accept this Agreement for any or no reason. References in the singular shall, as and if appropriate, include the plural. All paragraph headings in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.

An electronic or facsimile copy of this Agreement or a party's signature will have the same binding and legal effect as an original Agreement or signature.

## **20. Acknowledgments**

Client agrees and acknowledges the following:

(a) Client will independently make all investment decisions about Client's participation Client's selected Program in accordance with Client's financial circumstances and needs.

(b) The recommendations and services PCS provides depend on the accuracy, completeness and timeliness of Client information. Client will provide to PCS complete, accurate and current information (and promptly update any previously provided information) including but not limited to Client's financial situation, investment objectives, risk tolerance, and other requested information to enable PCS and PLFA to make recommendations to Client, assess Client's appropriateness for each Program and enable PCS, Envestnet and Apex to provide services to Client. PCS, Envestnet and Apex may rely on any such information to provide their respective services under Client's selected Program until such time that each applicable party receives any updated information provided by Client, and none of such parties shall have any liability for Client's failure to promptly inform PCS or PLFA of any material changes in

Client's financial situation, investment objectives, and/or investment restrictions that may affect Client's participation and investments in Client's selected Program.

(c) Client will promptly review all Account transactional confirmations and statements and promptly notify PCS or PLFA of any errors or if Client believes that any action taken or transaction effected in the Account is inconsistent with Client's or its authorized agent's instructions or Client's selected Portfolio.

(d) Investing in Client's selected Program may cause the Client tax consequences, including capital gains tax. This may happen when (i) Client sells securities to fund its Account; (ii) Client withdraws Assets from its selected Program; (iii) Envestnet rebalances the Client's Portfolio by selling some ETF shares; (iv) PCS sells ETFs to generate cash for the quarterly fee; and (v) Client terminates its Portfolio and some or all ETF shares are sold. Client agrees to seek tax advice from an independent tax adviser. PCS and Envestnet do not provide tax or legal advice.

(e) Nothing under this Agreement shall be construed to grant PCS or Apex any security interest or right of set-off as it relates to any qualified account. Any liability or indebtedness to PCS or Apex that relates to a qualified account can only be satisfied from property held within such qualified account except to the extent permitted by a prohibited transaction exemption. Any liability or indebtedness to us that relates to a non-qualified account cannot be satisfied from property held within a qualified account. For these purposes, the term "qualified account" shall include any account subject to the prohibited transaction rules found under section 4975 of the Code (e.g. IRAs).

(f) No party to this Agreement will be responsible for nonperformance resulting from acts beyond their reasonable control, provided that it uses commercially reasonable efforts to avoid or remove the causes of nonperformance, and continues performance under this Agreement with reasonable dispatch as soon as such causes are removed. Envestnet places all orders on a commercially reasonable basis.

(g) Client agrees to promptly notify PCS or PLFA of e-mail and street address changes. If mail or email is undeliverable or returned, PCS will make a good faith effort, to the extent required by law, to provide Client with prior written notice. However, this will not delay any termination of Client's Agreement and closure of the Account on the date indicated in the notice, or any amendment or assignment of this Agreement as noted in the notice, unless otherwise prohibited by applicable law. Immediately upon termination of this Agreement, Client's eligibility to receive the services will cease.

(h) PCS may provide Client with market data or access to market data about ETFs and the securities markets. PCS does not guarantee the accuracy, completeness or timeliness of the data, nor does it imply any warranty of any kind about the data. While PCS believes that market data came from a reliable source, PCS has not and will not independently verify any market data or any material that includes such data for accuracy, completeness or timeliness. Therefore, PCS assumes no responsibility for the accuracy, completeness or regulatory compliance of the representations, disclosures and other information provided by any third-party: (i) contained in any material supplied to PCS and authorized for use by Envestnet or any third-party before dissemination or (ii) contained in marketing materials, including performance marketing, sales literature, contracts, forms and other documents relating to the Program. Similarly, PCS assumes no responsibility or liability for the content of any fact sheets or summaries about Envestnet or any third-party that PCS did not prepare and approve, or any ETF prospectus or other offering document.

(i) PCS, Apex and/or Envestnet may take up to five (5) business days to review and process instructions or requests that are received in good order from Client.

(j) To the extent PCS makes Individual Retirement Accounts ("IRAs") available through one or more Programs, if Client's Account is an IRA, then Client in his or her capacity as an individual establishing an IRA hereby represents and warrants to PCS, in connection with the participation of the IRA in Client's selected Program and in anticipation of the purchase of shares by the IRA in the ETFs, that:

(i) Client is an individual establishing an IRA;

(ii) Client is able to make an informed decision concerning the participation by the IRA in such Program and the purchase of shares of ETFs by the IRA;

(iii) Client will receive a copy of the current prospectus for each ETF held in Client's Account and the applicable fees paid in connection with investing in a ETF are described in the ETF's prospectus;

(iv) Client understands that, unless client has reached retirement age, as defined in the Internal Revenue Code of 1986, as amended, any withdrawals from its IRA Account may be subject to an excise tax, and has concluded that an Account in Client's selected Program is appropriate for Client's needs;

(v) Apex's brokerage practice is to effect transactions on behalf of Client consistent with the requirements of the Investment Company Act of 1940, as amended, and the rules of the Financial Industry Regulatory Authority; and

(vii) Client has considered, in a prudent manner, the relationship of the applicable Client Fee to be paid by the IRA in connection with participating in Client's selected Program, along with the level of services provided by PCS, Envestnet, and Apex, and has concluded that the Client Fees payable are reasonable and are in the best interests of the IRA.

**If Client is participating in the PMA Reserve Program,** Client also acknowledges that they are participating in the PMA Reserve Program because they have a potential short-term need and wish to maintain their assets in a managed account. Client understands that the PMA Reserve Program's Portfolio's primary investment objective is to provide principal stability and to minimize volatility. Therefore, such Portfolio generally will not produce returns that are as high as other investments that have similar or more risk. Client understands that the PMA Reserve Program's Portfolio includes a significant allocation to cash, and that PCS will charge the applicable Client Fee on all assets included in the Account, including the portion of the assets allocated to cash. Client also understands that withdrawal of assets to meet a short-term need will require transactions to settle consistent with the Brokerage Account Agreement, before funds can be made available to the Client. Client understands that the PMA Reserve Program may not meet its investment objective and that the PMA Reserve Program is not a savings account or an account guaranteed by PCS, any bank or any other entity and that Client may lose money by investing in the PMA Reserve Program.

## 21. Execution

### INDIVIDUAL AND JOINT ACCOUNTS

By signing electronically, Client acknowledges receiving: i) a copy of this Client Agreement (Version September 28, 2018), which includes Schedules A and B and the Investment Management Proposal, and ii) the Brochure and Supplements.

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## Schedule A

### **Program Minimums and Client Fee**

Each Program is an asset-allocation wrap-fee investment advisory program pursuant to which Clients will pay an annual fee based on total Assets under management. For each Program, the fee covers: ongoing personalized advice from PCS; professional asset management services from PCS; access to professionally developed asset allocation models (the Portfolios); discretionary investment services; and brokerage, clearing and custody services. Fees on Accounts opened or closed during a quarter will be prorated for the balance of that quarter. Unpaid amounts shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

Additional information about each Program, its Minimum Investment Requirement, and its Client Fee, is set forth below.

#### **I. PMA Strategic Portfolios Program**

The PMA Strategic Portfolios Program is designed for clients who prefer to pay an annual fee based on total Assets under management. The minimum initial investment to participate in the PMA Strategic Portfolios Program is \$5,000.

Each quarter, PCS deducts a prorated amount of an annualized fee (listed below) for management and advisory services. The fee is calculated quarterly based on the value of your Account:

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

For example, if your Account's average daily balance during the quarter with 92 calendar days is \$150,000, the first \$100,000 will be charged a fee equal to 0.19912% of Assets (0.79% multiplied by 92/365), or \$199.12, while the next \$50,000 will be charged 0.17391% (0.69% multiplied by 92/365), or \$86.96, for a total of \$286.08.

#### **II. PMA Reserve Portfolio Program**

The PMA Reserve Portfolio Program is an investment advisory program designed for clients with a potential short-term need, who wish to maintain their assets in a managed account and who prefer to pay an annual fee based on total Assets under management. The minimum initial investment to participate in the PMA Reserve Portfolio Program is \$100.

Each quarter, PCS deducts a prorated amount of an annualized fee (listed below) for management and advisory services. The fee is calculated quarterly:

On all balances	0.20%
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### III. Miscellaneous Fees

Miscellaneous fees (deducted by Apex from your Account at PCS's instruction)

Retirement	IRA Closing Fee	\$60.00 per Account
Bank	Wire Transfers (Domestic Bank)	\$25.00 per Wire
	Wire Transfers (Foreign Bank)	\$50.00 per Wire
	Paper Check Draft (USD) Domestic	\$5.00 per Check
	Paper Check Draft (USD) International	\$10.00 per Check
	Returned Checks	\$30.00
	Returned Wires and Recalls	\$30.00
	Returned ACH's	\$20.00
	ACH Notice of Correction	\$5.00 per Notice
	Stop Payments on Apex Issued Checks	\$30.00 Each
	Check Copies	\$15.00 Each
	Third-Party Distribution Notification	\$2.00 per Notification
Postage and Handling (Paper Copies Only)	Confirms	\$2.00 per Confirm
	Statements (Monthly and Quarterly)	\$5.00 per Statement
	Paper Tax Statements	\$5.00 per Statement
	Tax Forms 5498	\$5.00 per Delivery
Transfers	Outgoing ACAT Transfers	\$75.00 per Account

## Schedule B

### **Investment Policy Statements**

#### **I. PMA Strategic Portfolios Program**

PCS manages six investment Portfolios within the PMA Strategic Portfolios Program. PCS will recommend an investment Portfolio to Clients based upon their responses to the investment objective, time horizon, liquidity needs, and risk willingness questions in the Profile. If Clients change their investment objectives, time horizons, liquidity needs, and/or attitudes towards risk in the Profile, PCS may recommend a different Portfolio or Program. Clients can view the investment Portfolio by reviewing the Client Investment Management Proposal, which will include the asset class allocations for that particular Portfolio. PCS may revise the Portfolio objectives and descriptions from time to time, and may also add or remove Portfolios from the PMA Strategic Portfolios Program. The defined terms use herein have the same meaning as in the Client Agreement.

**Investing involves risk. Investment return and principal value of an investment will fluctuate so that, when redeemed, a managed account may be worth more or less than the original amount invested.**

**Conservative** – The primary objective of this Portfolio is principal stability. The Portfolio was designed for clients with a low risk willingness and/or a short time horizon. The Portfolio will invest primarily in fixed income ETFs, but it will maintain a small allocation to equities to seek to minimize inflation risk.

**Moderate Conservative** – The primary objective of this Portfolio is income generation and principal stability. The Portfolio seeks to generate income through a large allocation to fixed income, while still maintaining a smaller allocation to equities to seek to minimize inflation risk. The Portfolio will invest in ETFs that span a broad range of fixed income sectors.

**Moderate** – The primary objective of this Portfolio is conservative long-term growth with income generation as a secondary objective. The Portfolio will invest in ETFs with exposures to various fixed income and equity asset classes to seek to generate income and provide modest long-term capital appreciation. The Portfolio may experience some short-term volatility as it seeks long-term growth.

**Moderate Growth** – The primary objective of this Portfolio is moderate long-term growth. The Portfolio provides diversification by investing in ETFs in various fixed income and equity style asset classes, and seeks moderate capital appreciation and income generation. The Portfolio will assume average market risk.

**Growth** – The primary objective of this Portfolio is long-term growth of capital. The Portfolio will invest in ETFs with allocations primarily tilted towards equity style asset classes with a smaller portion dedicated to fixed income. The Portfolio may experience above average volatility as it seeks long-term appreciation.

**Aggressive Growth** – The primary objective of this Portfolio is aggressive long-term growth of capital. The Portfolio may experience sharp fluctuations in the short-term as it attempts to achieve aggressive long-term capital appreciation. The Portfolio will invest primarily in equity ETFs of various sectors, market capitalization, and geographic regions.

#### **II. PMA Reserve Portfolio Program**

PCS manages one Portfolio within the PMA Reserve Portfolio Program. Clients will be assigned the Investment Portfolio based upon their responses to the investment objective, time horizon, liquidity needs, and risk willingness questions in the Profile. If Clients change their investment objectives, time horizon, liquidity needs, and/or attitudes towards risk in the Profile, this Program may no longer be suitable, and PCS may recommend that Client invest in a different Program, which may charge a higher fee. Clients can view the Investment Portfolio by reviewing the Client Investment Management Proposal, which will include the asset class allocations for the Portfolio. PCS may revise the

Portfolio objective and description from time to time. The defined terms used herein have the same meaning as in the Client Agreement.

**Investing involves risk. Investment return and principal value of an investment will fluctuate so that, when redeemed, a managed account may be worth more or less than the original amount invested.**

**PMA Reserve Portfolio** – The primary objective of the Portfolio is to provide principal stability and to minimize volatility. The Portfolio was designed for clients with a potential short-term need and who wish to maintain assets invested in a managed account. The Portfolio will invest in short duration fixed income ETFs with a significant allocation to cash.

### **III. Additional Information**

*ETFs are subject to risks similar to those of their underlying securities, including, but not limited to, market, investment, sector and industry risks. Some ETFs may involve international risk, currency risk, commodity risk, leverage risk, credit risk and/or interest-rate risk. Performance may be affected by risks associated with non-diversification, including investments in specific countries or sectors.*

*Additional risks may include, but are not limited to, investments in foreign securities, especially emerging markets, real estate investment trusts (REITs), fixed income, small-capitalization securities and commodities. Clients should consider these risks carefully before investing in a particular security or strategy. Investment returns will fluctuate and are subject to market volatility, so that client's shares, when redeemed or sold, may be worth more or less than their original cost. Unlike mutual funds, shares of ETFs are not individually redeemable directly with the ETF. Shares are bought and sold at market price, which may be higher or lower than the net asset value (NAV). Investing involves risk, including the risk of loss of principal.*

Client should carefully review all our Program related documents including Form ADV, Part 2A before (electronically) signing a Client Agreement. Our Form ADV has more information about, the Programs, Portfolios, and the securities that PCS selects for Client's Program Account. Client should also review each security's prospectus or other offering document carefully to understand its investment objective, risks, fees, and expenses. Contact us for a prospectus and/or offering document, and read it carefully. Investment advisory programs and investing in securities involve risks, are not suitable for all investors, and may result in loss of principal.

Securities available through the Programs: (1) are not insured by the FDIC, National Credit Union Administration, or any other regulatory agency; (2) are not deposits or obligations of, nor guaranteed by, PCS, Envestnet, or any of their affiliates; (3) are subject to investment risk, including possible loss of principal amount invested; and (4) do not have performance guaranteed by any financial institution.

When you sell shares, you may receive less than the amount you paid for them - INVESTMENTS ARE NOT DEPOSITS.

*Prudential Link is an umbrella marketing name for Prudential Customer Solutions LLC ("PCS"), Prudential Annuities Distributors, Inc. and various subsidiaries of The Prudential Insurance Company of America.*

*Investment advisory products and services are made available through Prudential Customer Solutions LLC, an SEC registered investment adviser.*

*Certain operational and technology platform services are provided by Envestnet Financial Technologies, Inc. Custody, clearing, and execution services are provided by Apex Clearing Corporation, Member FINRA, SIPC. Envestnet and Apex are not affiliated with PCS or any of its affiliates.*