

## Prudential Customer Solutions LLC

### Prudential Investment Management Account Wrap Fee Program Brochure

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

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

## Material Changes

Since the most recent update to the Firm’s Brochure dated January 29, 2018, we have added language about Plaid technologies, a service provider, and changed our telephone number.

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

This Brochure describes a discretionary investment advisory program ("Program") offered by Prudential Customer Solutions LLC ("PCS"). Clients participate in the Program through the use of a website or via telephone with a licensed PCS financial advisor ("Financial Advisor").

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

#### **Advisory Services**

The Program is a wrap fee program, which means clients receive investment advice, securities trading, custody and reporting services for a single asset-based fee. The Program gives clients the opportunity to invest in a diversified portfolio (each a "Portfolio") of exchange-traded funds ("ETFs"), based on their stated risk tolerance, time horizon and liquidity needs. The Program is offered through the use of a website and clients must agree to accept electronic delivery of Account agreements, prospectuses, Account statements and trade confirmations, and other documents. A Financial Advisor is available via telephone at 844-PRU-LINK (844-778-5465) to answer questions about the Program, including the Portfolios, investment allocations, underlying securities, and reasonable restrictions (discussed in more detail below) and to help a client navigate the website.

Clients use an online questionnaire ("Profile") to provide information about their investment goals, time horizon, liquidity needs, and risk tolerance. The Program uses an algorithm to analyze client responses and select a recommended Portfolio for the client. The use of a Profile alone may result in a different recommendation than if the client completed a questionnaire and also had an in-person interview with a PCS Financial Advisor.

To participate in the Program, clients must complete, on the PCS website, the Profile and an Investment Management Proposal ("Proposal"). Clients must electronically sign an advisory agreement and a brokerage account agreement. These agreements are subject to acceptance by PCS and Apex (defined below) in their sole discretion. The Proposal outlines, among other things, a client's proposed Portfolio, a Profile summary, the planned initial investment amount, the risk tolerance for the assets, the liquidity and time horizon, and the client's fee. Because the Account is used to hold the ETFs in the Portfolio the client selects, the client's investment objective, risk tolerance and time horizon listed in the brokerage account paperwork must align as closely as possible with the client's Profile. If this information does not align, PCS will ask the Client to update either the Profile or information in the brokerage account paperwork so that they align as closely as possible. PCS will accept a client agreement up to 60 days from the day a client acknowledges its proposal. If more than 60 days pass from the date a client

acknowledges its proposal, PCS will consider the proposal expired, and the client will need to complete and acknowledge a new proposal.

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

If a material change occurs to a client's investment goals, risk tolerance, time horizon or liquidity needs, or a client wishes to impose or modify reasonable restrictions on the management of the Program Account ("Account"), it is the client's responsibility to promptly update the client's Profile. Changing risk tolerance or time horizon information for other Accounts at other Prudential affiliates will not change the client Profile. PCS will periodically send clients a reminder to update their Profile if there has been a material change to their financial circumstances or investment objectives, or if clients want to impose or modify investment restrictions on their Account. PCS will contact clients via e-mail or telephone at least annually to ask about material changes to their financial circumstances or investment objectives, or if clients want to impose or modify investment restrictions on their Account. PCS or its affiliates shall not bear any responsibility for investment management decisions or other actions taken on the basis of any incomplete, misleading, or incorrect information a client supplies or a client's failure to update their information when changes occur.

### *Service Providers*

#### **Investnet**

Investnet is a registered investment adviser not affiliated with PCS. Investnet is a service provider to PCS. Investnet implements changes to Portfolio asset allocation in accordance with written parameters established by PCS and subject to PCS's review and approval. Investnet rebalances the assets in client Accounts based on PCS's opinion of the financial and market outlook and how certain adjustments to a Portfolio's asset allocations may help to achieve the objectives of the Portfolio. To implement these changes, Investnet places orders for ETFs with Apex based on PCS's written parameters.

#### **Apex**

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

Apex may, but will be under no obligation to, aggregate purchase or sale orders for one Account with purchase or sale orders in a particular ETF for other Accounts in the Program.

### **Quantitative Management Associates**

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

### **Plaid**

We use services provided by Plaid Technologies, Inc. (“Plaid”) to gather data from financial institutions. By using our service, you grant to us and to Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institutions. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with its Privacy Policy.

### **Contributions and withdrawals**

Clients contribute cash (by check, ACH, or wire transfer from another account at a financial institution) to fund their Account.

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

Clients may request transfers or withdrawals from their Account by check only. Clients cannot remain in the Program if a withdrawal request would cause the Account to fall below the Program minimum. If a withdrawal would cause the Account to fall below the Program minimum, PCS will remind the client to fund its Account up to the Program minimum. If the client does not fund its Account after 90 days, PCS may, in its sole discretion, terminate the client’s participation in the Program. PCS does not have the authority to disburse money from the Account to another account at PCS or another financial institution, unless the client is named on that account. Clients are not permitted to make trades in their Account or hold securities that are not part of the Program, unless such securities are being held pending liquidation to purchase Program securities. PCS may decline to accept an Account, in its sole discretion.

## ***Investment Strategies; Risk of Loss***

### *Investment Strategies*

Based on information the client provides, PCS tailors its Program to the individual needs of its clients. Whether the Program is suitable for a particular client depends upon various factors, including the size of the Account, the client's risk tolerances, financial objectives, liquidity needs and circumstances, as well as the fees charged.

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

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

Each of the Portfolios includes an allocation to cash ("Cash Target"), which will be held in a Sweep Account (see below). Envestnet will allocate and maintain a portion of the Assets in accordance with the Cash Target in the Sweep Account. Envestnet will monitor the cash in a client's Sweep Account daily and invest cash representing more than the Cash Target of an Account's value into shares of ETFs. When ETFs pay dividends, PCS will not automatically reinvest those dividends in additional ETF shares. Instead, those dividends will be deposited into the client's Sweep Account.

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

### *Risk of Loss*

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

Past performance is no guarantee of future results and market, interest rate and investment and other related risks may adversely affect the performance of securities held in Accounts and cause

losses in an Account. This is a list of some principal risks of investing in ETFs and in investing through a digital investment program; it is not a comprehensive list:

### Risks of Investing in ETFs

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

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

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

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

Fixed Income Risks – Some ETFs invest in fixed income, or debt, securities.

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

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

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

bonds may be subject to a greater risk of rising interest rates than would normally be the case due to the current period of historically low rates and the effect of potential governmental fiscal policy initiatives and resulting market reaction to those initiatives.

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

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

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

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

International/Global Risks – ETFs that invest in securities outside the U.S. have risks not typically associated with U.S. securities, such as currency risk, risks of trading in non-U.S. securities markets, and political and economic risks. Because the foreign securities in which the ETFs invest generally trade in currencies other than the U.S. dollar, changes in currency exchange rates will affect the value of non-U.S. denominated securities, the value of dividends and interest earned from such securities, and gains and losses realized on the sale of securities. A strong U.S. dollar relative to these other currencies will adversely affect the value of a Portfolio. Securities of many non-U.S. companies or U.S. companies with significant non-U.S. operations may be less liquid and their prices more volatile than securities of comparable U.S. companies. In addition, non-U.S. stock exchanges and investment professionals are subject to less governmental regulation, and commissions may be higher than in the United States. Also, there may be delays in the settlement of non-U.S. stock exchange transactions. Foreign investments may also be less liquid and more difficult to value than investments in U.S. issuers. International investing is subject to the risk of political, social, or economic instability in the country of the issuer of a security, the difficulty of predicting international trade patterns, the possibility of the imposition of exchange controls, expropriation, limits on removal of currency or other assets, and nationalization of assets.

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

*Allocation Risk* – PCS actively manages the Portfolios, and their performance will reflect PCS's



ability to make asset allocation and other investment decisions to achieve a Portfolio's investment objective. Due to its active management, a Portfolio could underperform other Portfolios or other types of advisory accounts with similar investment objectives.

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

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

*Digital Advice Risk* – A digital advice program like the Program is not intended as a complete investment program for every client. The Profile asks fewer questions and elicits less information than clients might provide in some other digital advice or traditional advisory programs. As a result, the use of a Profile alone to create a recommended Portfolio for a client may result in a different recommendation than if the client completed a longer questionnaire and/or had an in-person interview with an adviser.

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

### ***Rebalancing***

Investnet will rebalance an Account at least quarterly, if the allocation among ETFs deviates by more than an amount specified in PCS's parameters from the recommended asset allocation due to changes in the value of the ETF shares, unless rebalancing is not in the client's best interest. Rebalancing seeks to keep a client's assets invested consistently with the selected Portfolio. Investnet also may rebalance an Account if a client changes its Profile or deposits funds in its Account, or when a PCS accepts a client's request to impose or modify restrictions on the management of the Account. An Account is rebalanced by buying and selling ETF shares and depositing or withdrawing funds in the Sweep Account. For taxable Accounts, a rebalancing sale may generate capital gains (or losses) for tax purposes. Investments that are subject to the "wash sale rule" will be rebalanced during the time-period in which the wash sale rule applies, which can have tax consequences for the client if ETF shares are sold for a loss.

An Account will be rebalanced even if the Account value drops below the Account minimum. Accounts below the Account minimum may deviate from PCS's rebalancing parameters as well as the target allocation of the client's selected Portfolio. A withdrawal request may require PCS to sell all of the shares in one or more asset classes in an Account to generate and disburse the requested cash. PCS makes no representation as to how quickly client Accounts, either via initial or ongoing funding, will be invested. Deposits to the Account must be made by check, wire transfer or ACH; PCS does not accept cash or checks. Clients should send checks to Apex, payable to "Apex Clearing for the benefit of [client name]."

Investnet will rebalance accounts under all market conditions. This means that rebalancing is expected to occur in both significantly declining or appreciating market conditions, when securities prices may be significantly lower or higher, respectively.

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

The Program is an asset allocation wrap fee investment advisory program designed for investors who prefer to pay an annual fee based on total assets under management that covers advice, asset management, brokerage, and custody services. The Program is generally more appropriate for investors with a longer time horizon and is not suitable for investors with a very short time horizon.

Before opening an Account, a client should consider, among other things: the costs and potential benefits of participating in an asset allocation advisory program that charges a wrap fee; the need and desire for professional money management service; whether the client is comfortable with granting investment discretion to an investment adviser; the client's investment objectives, risk tolerance and time horizon for the client's assets managed through the Program; the client's financial circumstances; whether the client prefers an in-person rather than a digital (online) or telephonic experience; whether the client can receive Program documents electronically, and whether investing in ETFs or a deposit in the Sweep Account is appropriate for the client. Given the nature of a wrap fee program, the fee that the client pays to participate in the Program and invest in ETFs and hold assets in a Sweep Account through a Portfolio may be more or less than if the client was to pay for the investment advisory services and purchase the investments products separately and if the client were to pay for an investment advisory program that only provided services via a digital experience. The client should consider these factors, among others, when deciding whether the Program is appropriate.

If a client's needs or circumstances change or if a client determines that the Program no longer serves his or her investment objectives and needs, the client should determine whether the Program remains an appropriate investment program. If the client determines to remain in the Program, the client may make changes to its Profile or may contact PCS to assist the client with making any changes to the management of its assets.

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

### ***Sweep Account***

Clients use a bank deposit account (“Sweep Account”) that holds cash pending investment in ETFs. Clients with Accounts that are Individual Retirement Accounts (“IRAs”) cannot select a bank deposit account held at an affiliate of PCS. PCS may remove the Sweep Account feature of the Program or may replace it with new Accounts to hold cash pending investment at any time upon advance notice to clients. Clients should review their brokerage account agreement carefully to understand its terms and conditions and for information about Sweep Accounts.

Details of the bank deposit sweep program option, including interest rate calculation, limitations, eligibility and other important terms and conditions, are outlined in the Apex FDIC-Insured Sweep Program Disclosure Document (“Bank Sweep Disclosure”). The Bank Sweep Disclosure is available from PCS upon request and on Apex’s website.

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

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

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

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

### ***Reasonable Restrictions***

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

If PCS accepts a client’s requested restriction, it will continue to manage the Account in the client’s best interest, but will take no responsibility for any deviation in performance between the client’s Account as restricted and an unrestricted Program Account invested in the same

Portfolio, without the restriction. The performance of an Account with restrictions may differ from the performance of Program Accounts without restrictions, possibly producing lower overall results. When PCS must evaluate the reasonableness of a restriction request, this could delay PCS's acceptance or management of a client's Account.

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

### ***Individualized Treatment***

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

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

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

### ***Investment Recommendations***

Subject to PCS's approval, QMA will have responsibility for determining the appropriateness of the ETFs it recommends to fulfill the Portfolios, without regard to the personal financial circumstances or investment objectives of any PCS client. Neither Envestnet nor QMA will act as a fiduciary to any client, investment adviser to any client for purposes of the Advisers Act, or a "fiduciary" or "investment manager" to any client, as those terms are used in Section 4975 of the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974.

Investnet implements the Portfolio asset allocation subject to PCS's direction and directs trading for clients. Investnet will seek to adhere to a process designed to ensure fair and equitable treatment of PCS relative to its other similarly-situated clients when providing services to PCS, trading for its own clients, or trading for its own Accounts, its affiliates or any of their directors, officers, agents or employees. Depending on the circumstances, including the timing and dissemination of investment recommendations or related changes, Investnet at times will recommend changes, or execute transactions for its discretionary Accounts, before directing trading for PCS clients.

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

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

### ***Proxy Voting***

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

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

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

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

PICA and its affiliates share certain employees with PCS. The principal executive officers and

other control persons of PCS are employed by and allocate a substantial portion of their time to management of PICA and other subsidiaries of PICA. This arrangement at times will result in competing priorities and resources to execute each entity's business plans.

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

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

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

### ***Error Correction***

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

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

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

## ***Cost of Program***

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

## **Fees and Compensation**

PCS charges an annual Client Fee based on the Account market value of the client's assets under management.

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

A client whose account is valued at \$1 million would pay an annual fee of 0.79% on the first \$100,000 of assets; an annual fee of 0.69% on the next \$400,000 of assets; and an annual fee of 0.59% on the remaining \$500,000 of assets in the account. The Client Fee covers the services of PCS, Investnet, QMA, and Apex. Clients do not pay trading commissions in the Program. PCS is the sponsor of and the sole Portfolio Manager (defined below) in the Program. PCS pays Investnet, QMA, and Apex from the Client Fee and retains the remainder for its services as sponsor and Portfolio Manager.

The Client Fee is deducted directly from the Account, generally from the Sweep Account. If there are insufficient funds in the Sweep Account to cover the Client Fee, PCS will sell sufficient securities in the Account to cover the negative balance. Sales of securities could have a negative effect on the Account's performance and may cause tax consequences which will be the client's sole responsibility. Fees are negotiable at PCS's sole discretion.

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

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

The Client Fee is payable quarterly in arrears and deducted from the Account. The Client Fee is based on the average daily balance of the Account in the prior quarter and the number of calendar days in the prior quarter. At the time of Account termination, the fee will be charged immediately and prorated based on the number of days starting from beginning of the current calendar quarter until Account termination. The Client Fee is calculated on the entire Account value including cash in the Sweep Account. The client's custodian calculates the Account value based on the closing prices of securities in the Account. If a closing price is unavailable or

unreliable, PCS will assign a fair value to the security in accordance with its valuation procedures.

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

### **Assets Under Management**

As of March 26, 2018, PCS managed approximately \$33,900 of client assets in seven (7) client accounts.

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

### **Minimum Account Size**

The minimum Account balance to enroll in the Program is \$5,000. PCS will not invest funds received in the Account prior to the full receipt of the minimum Account balance; these funds will be held in the Sweep Account pending investment. PCS may, in its sole discretion, terminate a client's participation in the Program if the market value of the client's Account falls below the minimum Account balance. PCS, in its sole discretion, may lower the minimum Account balance for certain clients.

A client is not accepted into the Program until i) Apex and PCS have received and approved all required agreements and client documents and those agreements and documents are in good order, and ii) the client has funded its Account with the minimum Account balance in cash or PCS has waived the minimum Account balance in writing. A client's cash contribution into an Account will remain uninvested and unmanaged until the client has been accepted into the Program. When a client is accepted Envestnet may require up to three (3) business days to begin investing client assets in accordance with the Portfolio.

### **Types of Clients**

The Program is open to individuals, Traditional and Roth IRAs, and UTMA/UGMA Accounts. Clients residing in Puerto Rico, Guam, and the U.S. Virgin Islands may not open UTMA/UGMA Accounts. The Program is not currently open to joint accounts, trust accounts, pension plans and profit sharing plans subject to the Employee Retirement Income Security Act ("ERISA"), self-employed retirement Accounts, institutional Accounts, LLCs, or corporate entities. Clients with non-U.S. addresses may not participate in the Program. PCS may offer the Program to ERISA plans in the future.

### **Termination of an Account**

PCS may terminate a client from the Program for failing to fund their Account with the required initial minimum; for withdrawing funds from the Account in an amount that causes the Account balance to fall below the minimum Account balance; or for any reason in PCS's sole



discretion. PCS may also terminate a client from the Program if PCS deems the client's requested investment restrictions to be unreasonable. If PCS terminates a client from the Program, PCS will no longer provide ongoing monitoring and investment advice to the Account and will not charge a client Fee as of the termination date. Before terminating a client from the Program, PCS will provide at least 90 days' notice. Depending upon the reason for the termination, the client may have the opportunity to resolve the reason for their Account's termination by contacting PCS. Clients that are terminated from the Program should review their Brokerage Account Agreement and contact Apex about their Account. A client's Brokerage Account Agreement will continue in force until the client liquidates or transfers Account assets.

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

Termination of an Account will not affect: (i) the validity of any action PCS has previously taken, (ii) any liabilities or obligations for transactions initiated before termination, or (iii) PCS's or PCS affiliates' right to retain compensation, if any, from ETF shares held in the Account, or any fees for services rendered that the client or the client's Account may have agreed to pay. PCS will have no obligation to take any action on assets in a client's Account after termination except as the client directs.

### **Unclaimed Property**

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

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

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

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

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

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

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

## **Item 9. ADDITIONAL INFORMATION**

### **Disciplinary information**

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

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

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

### **Code of Ethics**

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

### **Review of Accounts**

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

PCS requests, on a quarterly basis, that its clients notify PCS if their financial information or investment goals and objectives change. Additionally, PCS contacts clients annually to confirm that the client's personal financial situation has not materially changed since the most recent Portfolio was recommended.

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

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

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

### **Financial Information**

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