

# **Prime Capital Financial**

## **(Prime Capital Investment Advisors, LLC)**

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### **Part 2A Appendix 1**

## **Wrap Fee Program Brochure**

### **for Limited Advisory (Limited Scope Advisory) Services**

Date of Disclosure Brochure: March 2025

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This Wrap Fee Program Brochure provides information about the qualifications and business practices of Prime Capital Investment Advisors, LLC (also referred to as we, us, Firm, and Prime Capital Financial throughout this disclosure brochure). If you have any questions about the contents of this brochure, please contact Anthony Woodard, CCO at 800-493-6226. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

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

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

**Item 1 – Cover Page**

## Item 2 – Material Changes

In the following Summary of Material Changes, we report only the material change(s) made since the August 1, 2024 update of this Brochure.

- No such items to report.

Other change(s) were made to Item 4. Prime Capital Financial, including certain of its financial professionals, can and do receive other compensation in addition to the advisory fees they earn. Please note, all such items can and do create conflict(s) of interest. Please see Item 4 of this Brochure for more information about the conflict(s) of interest associated with these arrangements and how our firm and its financial professionals address them.

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

We will ensure that you receive a summary of any material changes to this and subsequent Wrap Fee Program Disclosure Brochures within 120 days after our firm’s fiscal year ends. Our firm’s fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time, we will also offer or provide a copy of the most current Wrap Fee Program Disclosure Brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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## **Item 4 – Services, Fees and Compensation**

Prime Capital Financial is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”) and is a limited liability company (LLC) formed under the laws of the State of Kansas. Our firm recently completed a comprehensive rebranding initiative. Moving forward, Prime Capital Investment Advisors, LLC (Prime Capital Financial) will primarily conduct our advisory business under the name Prime Capital Financial. Similarly, our wealth management division, Prime Capital Wealth Management (PCWM), is now called Prime Capital Wealth.

Prime Capital Financial offers advisory services to advisory clients through a wrap fee program. In our wrap fee program, the fee for advisory services and transaction costs (including ticket charges and commissions on purchase and sales of stocks, bonds, exchange-traded funds and options) are “wrapped” into one fee. Such Advisory Services are considered a wrap fee program. Whenever a fee is charged for services described in this Wrap Fee Program Brochure, we will receive all or a portion of the fee charged.

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

You should discuss the advantages and disadvantages of fee-based and commission-based accounts with your investment adviser representative (“IAR”) and you should read this Wrap Fee Disclosure Brochure carefully as it explains, in detail, our Advisory Services under the Limited Advisory Services Program. We also offer other investment advisory services not discussed in this brochure. For information regarding these services, please refer to Prime Capital Financial’s Form ADV, Part 2A.

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

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

Prime Capital Financial will not make any investment recommendations for your account except Prime Capital Financial may provide investment recommendation for your account in response to a specific request made by you. You understand that it will be incumbent upon you to make such request, and Prime Capital Financial may decline, at its discretion, to provide any recommendation for your account. The Account receiving Limited Advisory Services is expressly excluded from receiving other advisory services of Prime Capital Financial, unless otherwise agreed to in

writing by you and Prime Capital Financial. Prime Capital Financial will not use any knowledge it may obtain about the Account, including your holdings therein, during the course of advising you and/or managing your assets under a separate engagement for investment advisory services unless specifically instructed in writing by you to do so.

Unless we provided investment advice (which is only done at the request of the client) regarding a retirement plan account covered by ERISA, Prime Capital Financial acknowledges that it is not a “fiduciary” (as defined by ERISA or DOL regulations) with respect to your account as neither personal investment advice nor investment recommendations are being provided to you under the Program. If we do provide investment advice to an ERISA covered retirement plan account, then we would be a fiduciary under ERISA. Prime Capital Financial’s service under a limited advisory or limited scope advisory arrangement will be limited to implementing trades at your direction, making recommendations in response to your specific requests as described above, and providing the following advisory services:

- Access to individual account and household performance reporting through Orion® or similar software (not including outside assets\*)
- Access to periodic Prime Capital Financial market insights and commentary

\* Outside Assets are assets held away from “qualified custodian” and not serviced by Prime Capital Financial or its rep-advisors.

We require your assets under this Program to be maintained in a brokerage account with a registered broker-dealer or qualified custodian (together “qualified custodian”), such as Fidelity, Goldman Sachs, or Schwab Advisor Services (Schwab), all registered broker-dealers, members SIPC, to maintain custody of clients’ assets and to effect trades for their accounts participating in this Program. The qualified custodian is the custodian for accounts established through this Program. The client will appoint Prime Capital Financial as his (her) investment adviser of record on specified accounts. The client’s account will consist only of separate account(s) held by said qualified custodian under his (her) name. Prime Capital Financial does not act as custodian and does not have direct access to client funds and securities except to have advisory fees deducted from client’s account with the client’s prior written authorization. The qualified custodian will maintain physical custody of all funds and securities of a client’s account, and client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) for his (her) account.

Non-listed securities and securities or assets that cannot be held with the qualified custodian are not allowed to participate in this wrap fee program or to be held in an account serviced under this Program.

The annual Prime Capital Financial Wrap Fee rate (%) under this Program is .06% (6 Bps) or \$24 USD whichever is greater. Fees charged for our limited advisory services under this program are charged based on a flat percentage of assets held in the Account, billed in arrears (at the end of the billing period) on a quarterly calendar basis and calculated based on the fair market value of your account as of the last business day of the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If services are commenced in the middle of the billing period, then the prorated fee for that billing period will be billed in arrears at the end of that billing period. Fees are assessed on all assets held in the Account, excluding non-traded alternative investments such as Real Estate Investment Trusts (“REIT”), Business Development Companies (“BDC”), and private equity. Excluded assets are still subject to the minimum fee of \$24. Margin debit balances do not reduce the value of the assets under consideration.

Fees are subject to negotiation. Fees charged for our services are negotiable based on the investment adviser representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of client assets serviced by the investment adviser representative. Thus, Prime Capital Financial's fees may vary among clients for the services provided due to such differing client needs, circumstances, objectives, services, investment adviser representative serving the client, and other factors that are deemed at the time to be relevant. The fee rate provided above is the Firm's basic fee generally charged to clients, absent negotiable circumstances. Investment adviser representatives of Prime Capital Financial have the discretion to negotiate lower fees with clients based on the foregoing factors. However, a client's maximum annual investment advisory fee for services made available through this wrap fee program will never exceed the amount disclosed above.

#### **General Account Thresholds**

\$2,500 USD *See Item 5 for more details.*

The only compensation received by Prime Capital Financial for its limited advisory services is the annual fee as specified in the client's advisory services agreement. Prime Capital Financial receives no other forms of compensation in connection with providing such services. We have agreed with qualified custodian that the wrap fee we charge you will not be more than the fees we pay qualified custodian plus the stand-alone investment advisory fee we would otherwise separately charge you (i.e., we don't mark up qualified custodian's fees).

Prime Capital Financial believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The investment advisory fees will be deducted from your account and paid directly to our firm by the qualified custodian(s) of your account. You will authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to our firm. You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Except as otherwise provided below, client will incur no charges other than the adviser's fee pursuant to the client's advisory services agreement in connection with the maintenance of and activity in client's account. The fees not included in the advisory fee for our wrap services are charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from custodian, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. Prime Capital Financial's wrap fee does not include embedded ETF fees, regulatory surcharges, custodian fees such as account termination, IRA annual and maintenance fees, trade away fees and other non-commission / transaction based administrative fees. You may also incur certain charges imposed by third parties other than Prime Capital Financial in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, qualified retirement plan fees, and other charges imposed by the qualified custodian(s) of your account. Advisory fees charged by Prime Capital Financial are separate and distinct from the fees and expenses charged by investment company securities

that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus. Sales charges and 12b-1 fees are not to be paid to Prime Capital Financial as we do not accept any sales charges or 12b-1 fees. Should such charges or fees be paid to Prime Capital Financial, Prime Capital Financial will direct the applicable custodian or platform to remit such charges or fees back to the client. Prime Capital Financial seeks to utilize the lowest cost options available when prudent. To the extent that securities transactions are executed away from qualified custodian then there may be commission mark-up and mark-downs that the client will pay in addition to the Prime Capital Financial wrap fee.

The limited advisory services continue in effect until terminated by either party (i.e., Prime Capital Financial or you) by providing written notice of termination to the other party. When fees are billed in arrears, Prime Capital Financial will prorate the final fee payment based on the number of days services are provided during the final period. The amount of client assets on the termination date will be used to determine the final fee payment.

### **Suitability and Investment Strategy**

Neither Prime Capital Financial nor any person associated with Prime Capital Financial shall provide continuous ongoing supervision and management for the client's Account. Client has the exclusive responsibility for the making investment decisions and monitoring of all securities that are held in or purchased or sold for the Account; therefore, this section does not apply.

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

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

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

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

From time to time, we receive compensation from sponsors of certain private offerings (e.g., private equity, private debt, venture capital). Such compensation typically relates to conducting due diligence and/or attending investment training events hosted by said sponsors. Although receipt of such compensation is not predicated upon specific sales quotas, the payments are typically made by those sponsors for which sales have been made or for which it is anticipated sales will be made.

Prime Capital Financial and its representatives sometimes recommend the Goldman Sachs Finance Corp. Systemic Options Series 32 and 34 Total Return Strategies to certain clients who meet certain categories of "accredited investors" as such term is defined pursuant to Rule 501(a)(3), (5), (6), (9), (12) or (13) of Regulation D promulgated under the Securities Act of 1933, where appropriate. Prime Capital Financial and Goldman Sachs Finance Corp are not affiliated. Client investors will be subject to both the Offering's management/service fees and Prime Capital Financial's own advisory fees. Furthermore, per an arrangement with this Offering's sponsor (Goldman Sachs Finance Corp), Prime Capital Financial's parent company will also receive "License and Service Fees" up to seventy-five basis points (75 bps) in connection with (based upon) the outstanding aggregate value of this Offering; these fees will be borne by investors through a deduction in the payment on this Offering. While we believe that this Offering provides investors with tax benefits, trading efficiencies, and the potential for better trade execution and pricing, when Prime Capital Financial's advisory fee(s) are not reduced to offset the License and Service Fee(s) we receive, it is a conflict of interest because our firm has additional financial incentive to recommend this Offering. In this scenario, the fee arrangement will impact the judgment of our investment adviser representatives when making advisory recommendations that involve this Offering. We attempt to further control for this conflict by (1) always basing investment decisions on the individual needs of our clients, (2) developing and providing an informed recommendation in the best interest of the client, and (3) providing disclosure, so that clients may consider whether participating in a particular Prime Capital Financial managed strategy, portfolio, or account that utilizes this Offering is acceptable to them. The fees, expenses, and investment minimums of this Offering are fully described in the



Offering Materials. Prime Capital Financial's fees are fully described in the client agreement with Prime Capital Financial.

Specific to certain private offerings sponsored by Bow River, Prime Capital Financial will receive a one-time fee of \$250,000 from Bow River to perform due diligence on Bow River and the funds it sponsors. Bow River may terminate this agreement and stop paying us this fee if no clients invest in Bow River's funds. As a result, we have a conflict of interest in recommending that our clients invest in Bow River in that there is an incentive to recommend such products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control for this conflict by always basing investment recommendations on the individual needs of our clients. To further ensure that we provide you with the best advice, in your best interest, despite the presence of our conflict of interest, we also take the following steps: (1) provide clients with a separate disclosure so that they may consider whether purchasing or investing in a Bow River fund is or remains acceptable to them and (2) monitor our firm's interaction with Bow River and its funds for possible future conflicts and to inform clients accordingly. We believe that these affirmative steps enable us to provide good guidance to our clients in accordance with the fiduciary duties we owe to each of you. The positive side of our due diligence arrangement with Bow River is that we maintain current access to Bow River's information, which keeps us up-to-date on due diligence in providing advice to our clients about Bow River and its funds. Nevertheless, in deciding whether to invest in Bow River and its funds, you should bear in mind that we benefit through our due diligence fee arrangement when you invest in Bow River and its funds. Prime Capital Financial itself is not a current client of Bow River or an investor in any fund managed by Bow River. Certain Prime Capital Financial employees and representatives ("access persons"), including members of Prime Capital Financial's ownership and leadership, may invest, or have invested, in certain funds managed by Bow River.

Specific to co-investment opportunities and sidecars ("Investment") sponsored by ATX Venture Partners or affiliates ("Sponsor"), moving forward, Prime Capital Financial will receive fees from Sponsor amounting to fifty percent (50%) of Sponsor's carried interest for such Investment(s). A "co-investment opportunity" is generally defined as an option to invest alongside a primary private fund in an investment that may otherwise be too large for the fund itself. A "sidecar" is generally defined as an investment vehicle organized by the sponsor of the primary private fund to participate in one or more co-investment opportunities. This fee arrangement creates an additional conflict of interest for Prime Capital Financial in advising clients to invest or participate in such Investment(s) because (1) Prime Capital Financial has an incentive to earn the carried interest-based fee and (2) said fees are in addition to the advisory fees Prime Capital Financial already charges to such clients. However, this fee arrangement does not increase the amount of fees such clients will pay. Specifically, in consideration of Prime Capital Financial's advisory role with its client in regards to such Investment(s), the Sponsor has solely elected to share "its" portion of the carry and Prime Capital Financial's sharing in the carried interest will not increase the amount of the carried interest charged to said sidecars and co-investment opportunities. This carried interest fee will retroactively apply from the beginning of the Investment(s) and on a forward-looking basis. We attempt to control for these conflicts by always basing investment recommendations on the individual needs of our clients. To further ensure that we provide you with the best advice, in your best interest, despite the presence of our conflict of interest, we also take the following steps: (1) provide clients with a separate disclosure so that they may consider whether purchasing or investing in said Investment(s) is or remains acceptable to them and (2) monitor our firm's interaction with Sponsor, and its related co-investment opportunities and sidecars, for possible future conflicts and to inform clients accordingly. Certain Prime Capital Financial access persons, including members of Prime Capital Financial's ownership and leadership, may invest, or have invested, in certain private offerings, co-investment opportunities, and sidecars, sponsored by ATX Venture Partners or affiliates. The fees, expenses, and investment minimums of the Investment(s)

are fully described in the Investment'(s) offering materials. Prime Capital Financial's advisory fees are fully described in the client's advisory agreement with Prime Capital Financial.

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

Prime Capital Financial and its representatives have an inherent conflict of interest in recommending collective investment funds ("Funds") managed by Prime Capital Financial or an affiliate to clients. To avoid a conflict of interest, any retirement plan utilizing Prime Capital Financial's Fiduciary Consulting Services will need to make its own independent investigation and evaluation of Funds managed by Prime Capital Financial or an affiliate. To avoid receiving two layers of management fees, to the extent that a retirement plan utilizes Prime Capital Financial for Fiduciary Consulting Services and invests in Funds managed by Prime Capital Financial or an affiliate, Prime Capital Financial will not assess against the value of such Funds any asset-based fee for Fiduciary Consulting Services. Prime Capital Financial may credit the portion of the management fees paid by the Funds to Prime Capital Financial or an affiliate with respect to a retirement plan account's investment in the Funds against the account-level advisory fees the particular retirement plan account owes Prime Capital Financial. Please note, such retirement plans will be paying indirect compensation to Prime Capital Financial since the Funds will charge the retirement plan for Funds expenses which will include investment management fees paid to Prime Capital Financial.

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

### **Minimum Account Size**

Prime Capital Financial generally requires a minimum account size to open an account under this Program. Exceptions may be granted to this minimum in consideration of (1) the current aggregate investable balance of all household advisory accounts managed by Prime Capital Financial and/or (2) current and/or expected cash/asset inflow and outflow for the account over the next twelve (12) months.

- Account Minimum: \$2,500

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

### **Types of Accounts**

Prime Capital Financial generally provides such limited scope advisory services to the following types of clients:

- Individuals
- High net worth individuals
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

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

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

Neither Prime Capital Financial nor any person associated with Prime Capital Financial shall provide continuous ongoing supervision and management for the client's Account. Client has the exclusive responsibility for the making investment decisions and monitoring of all securities that are held in or purchased or sold for the Account; therefore, this section does not apply.

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

Neither Prime Capital Financial nor any person associated with Prime Capital Financial shall provide continuous ongoing supervision and management for the client's Account. Client has the exclusive responsibility for the making investment decisions and monitoring of all securities that are held in or purchased or sold for the Account; therefore, this section does not apply.

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

Neither Prime Capital Financial nor any person associated with Prime Capital Financial shall provide continuous ongoing supervision and management for the client's Account. Client has the exclusive responsibility for the making investment decisions and monitoring of all securities that are held in or purchased or sold for the Account; therefore, this section does not apply.

## **Item 9 - Additional Information**

### **Disciplinary Information**

We have no legal or disciplinary events that are material to a client's or prospective client's evaluation of our business or the integrity of our management.

### **Other Financial Industry Activities and Affiliations**

Prime Capital Financial is not and does not have a related person that is a Broker-Dealer, municipal securities dealer, government securities dealer or broker, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships. Prime Capital Financial has an affiliate named PCRM LLC that is an insurance agency.

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities except those described below in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with Prime Capital Financial.

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

Many of our representatives are also registered representatives of Private Client Services (“Broker-Dealer”), a securities broker-dealer. Prime Capital Financial and Private Client Services are not affiliated. You may work with your investment adviser representative in his or her separate capacity as a registered representative of Private Client Services. When acting in his or her separate capacity as a registered representative, your investment adviser representative can sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to you. As such, your investment adviser representative can suggest that you implement investment advice by purchasing securities products through a commission-based brokerage account in addition to or in lieu of a fee-based investment-advisory account. Please see Item 4 of this Brochure for a description of this other compensation and the conflicts of interest associated with it.

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

Prime Capital Financial has developed several programs, designed to allow us to recommend and select third-party money managers for you. Once you select the third-party money manager to manage all or a portion of your assets, the third-party money manager will pay us a portion of the fees you are charged. Please refer to Prime Capital Financial’s Form ADV Part 2A for full details regarding the programs, fees, conflicts of interest and materials arrangements when Prime Capital Financial selects other investment advisers.

### ***Insurance Agent or Agency***

The sale and service of insurance-based products require an appropriate insurance license. Your Prime Capital Financial investment adviser representative may be independently licensed as an insurance agent and sell insurance-based products such as general disability income insurance and fixed, non-variable life insurance and annuities. Your rep-advisor’s role as an insurance agent will be different from his or her role as an investment adviser representative through Prime Capital Financial; it is a separate capacity. These rep-advisors will earn commissions when selling insurance-based products. Your investment adviser representative in his or her separate capacity as an insurance agent, can suggest that you implement recommendations of Prime Capital Financial by purchasing such insurance-based products. Prime Capital Financial has an affiliate named PCRM LLC that is an insurance agency. PCRM LLC can and will often times receive override commissions on the sale of such products. The receipt of sales commissions and override commissions creates an incentive to recommend to you those products for which your rep-advisor, and in turn Prime Capital Financial’s affiliate, PCRM LLC, will receive compensation. Please see Item 4 of this Brochure for a description of this other compensation and the conflicts of interest associated with it. You are under no obligation to implement any insurance or annuity transaction through your investment adviser representative or PCRM LLC.

## **Interest in Client Transactions and Code of Ethics**

According to the *Investment Advisers Act of 1940*, an investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Prime Capital Financial has established a Code of Ethics to comply with the requirements of Section

204(A)-1 of the *Investment Advisers Act of 1940* that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. The Code of Ethics covers all individuals that are classified as “supervised persons”. All employees, officers, directors and investment adviser representatives are classified as supervised persons. Prime Capital Financial requires its supervised persons to consistently act in your best interest in all advisory activities. Prime Capital Financial imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm’s fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Prime Capital Financial. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

### ***Affiliate and Employee Personal Securities Transactions Disclosure***

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

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

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an “insider”.
- Associated persons are discouraged from conducting frequent personal trading (e.g., day trading).
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted by the Chief Compliance Officer of Prime Capital Financial.

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

### **Account Reviews**

Neither Prime Capital Financial nor any person associated with Prime Capital Financial shall provide continuous ongoing supervision and management for the client’s Account receiving Limited Advisory Services. Client has the

exclusive responsibility for the making investment decisions and monitoring of all securities that are held in or purchased or sold for the Account; therefore, this section does not apply.

## **Account Statements and Reports**

The Custodian is required to send a statement at least quarterly indicating all amounts disbursed from the Account, all transactions occurring in the account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period. The Account will be included in performance reports that are prepared or provided to Client by Prime Capital Financial. Client is strongly encouraged to compare any reports provided by Prime Capital Financial against the corresponding account statements received from the qualified custodian(s).

## **Client Referrals**

Prime Capital Financial utilizes testimonials and endorsements in accordance with Rule 206(4)-1 under the Advisers Act (the “Marketing Rule”), where applicable. The definition of “testimonial” includes any statement by a current client about the client’s experience with the investment adviser or its supervised persons. The definition of “endorsement” includes any statement by a person other than a current client that indicates approval, support, or recommendation of the investment adviser or its supervised persons or describes that person’s experience with the investment adviser or its supervised persons.

Forms of compensation under the Marketing rule include fees based on a percentage of assets under management or amounts invested, flat fees, retainers, hourly fees, reduced advisory fees, fee waivers, and any other methods of cash compensation, and cash or non-cash rewards that advisers provide for endorsements and testimonials.

The definitions of testimonial and endorsement under the Rule also include solicitation and referral activities. Prime Capital Financial has entered into written arrangements with third parties to act as promoters (formerly solicitors) (“Referring Parties”) to refer clients to Prime Capital Financial for Prime Capital Financial's investment management or advisory services. Referral or Promoter relationships will be fully disclosed to each Client to the extent required by applicable law. Prime Capital Financial will ensure each promoter is exempt, notice filed, or properly registered in all appropriate jurisdictions, as applicable. All such referral activities will be conducted in accordance with the “Marketing Rule”, where applicable. If a referred client enters into an investment advisory agreement with Prime Capital Financial, a cash referral fee (cash compensation) is paid to the referring party, which is based upon a percentage of the client advisory fees that are generated. The referral agreements between any referring party and Prime Capital Financial will not result in any charges to clients in addition to the normal level of advisory fees charged. If the referring party is an unaffiliated registered investment adviser firm, then the client will also receive a copy of the referring party’s Form ADV Part 2 Disclosure Brochure.

Prime Capital Financial also utilizes lead-generation firms or adviser referral networks (collectively, “operators”). Operators are networks operated by non-investors where an adviser directly compensates (typically a flat fee) the operator to solicit investors for, or refer investors to, the adviser. Operators may also include for-profit or non-profit entities that make third-party advisory services (such as model portfolio providers) accessible to investors, and who do not promote or recommend particular services or products accessible on the platform(s). An operator may tout the advisers included in its network, and/or guarantee that the advisers meet the network’s eligibility criteria.

Testimonials, endorsements, and referral arrangements create a conflict of interest in that the compensation we provide, directly or indirectly, for these activities incentivizes a person to provide a positive statement about, solicit an investor for, or refer an investor to, Prime Capital Financial. Non-cash compensation, including forms of entertainment, also incentivizes persons to provide a positive statement about an adviser, or make a referral or solicitation on an adviser's behalf. We attempt to control for these conflicts by (1) providing clients and prospective clients with full disclosure of said conflicts and (2) employing a defined process with respect to the use of testimonials, endorsements, and referral arrangements.

## **Directed Brokerage**

Prime Capital Financial requires that wrap-fee clients establish brokerage accounts with a registered broker-dealer or qualified custodian (together "qualified custodian"), such as Fidelity, Goldman Sachs, or Schwab, all registered broker-dealers, members SIPC, to maintain custody of clients' assets and to effect trades for their accounts participating in this Program. The qualified custodian is the custodian for accounts established through This Program. The final decision to custody assets with qualified custodian is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Prime Capital Financial is independently owned and operated and not affiliated with qualified custodian. Qualified custodian provides Prime Capital Financial with access to its institutional trading and custody services, which are typically not available to qualified custodian's retail investors.

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

For Prime Capital Financial client accounts maintained in its custody, qualified custodian is not compensated through commissions or other transaction-related or asset-based fees for securities trades but rather through a flat fee based on a percentage of the client's assets under management in the account.

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

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

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

Qualified custodian(s) may offer banking and lending services to certain clients of Prime Capital Financial. Prime Capital Financial will generally receive compensation from such qualified custodian(s) in exchange for referring clients to said qualified custodian(s) for these services. In addition, qualified custodian may make available, arrange and/or pay vendors for these types of services rendered to Prime Capital Financial by independent third parties. Qualified custodian may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Prime Capital Financial.

While, as a fiduciary, Prime Capital Financial endeavors to act in its clients' best interests, Prime Capital Financial recommendation/requirement that clients maintain their assets in accounts at qualified custodian may be based in part on the benefit to Prime Capital Financial of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by qualified custodian, which may create a potential conflict of interest. We receive an economic benefit from qualified custodian in the form of the support products and services it makes available to us and other independent investment advisers whose clients maintain their accounts at qualified custodian. These products and services, how they benefit us, and the related conflicts of interest are described above. The availability of qualified custodian's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

It should be understood that Prime Capital Financial, as the investment adviser, does not have the authority to negotiate commissions or obtain volume discounts. Transactions may not always be executed at the lowest available price, no assurance can be given that best execution will be achieved for each client transaction, and perceptions of what constitutes best execution in any given instance may vary. Ultimately, the required use of a particular broker-dealer may cost clients more money.

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

#### Trading Authorization

In this Program, Client grants non-discretionary trading authorization to Prime Capital Financial for his or her Account. Any transactions implemented by Prime Capital Financial will be made strictly on an unsolicited basis at the request of the Client. Client agrees to contact Prime Capital Financial and to provide trading instructions prior to Prime Capital Financial implementing each transaction on Client's behalf. Client gives Prime Capital Financial the authority to instruct the qualified custodian(s) of his or her Account, on the Client's behalf, to purchase, sell, redeem or exchange any security, cash or other investments for the Account as instructed by the Client. Client also authorizes Prime Capital Financial to provide a copy of the client agreement to the broker/dealer or custodian through which transaction for the Account is to be effected as evidence of Prime Capital Financial's authority under such an Agreement.

#### ***Handling Trade Errors***



Prime Capital Financial has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of Prime Capital Financial to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by Prime Capital Financial if the error is caused by Prime Capital Financial. If the error is caused by the broker-dealer, platform provider, or custodian, the broker-dealer, platform provider, or custodian, is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. Prime Capital Financial may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons).

## **Travel Reimbursement**

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

## **Financial Information**

Prime Capital Financial does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, Prime Capital Financial has not been the subject of a bankruptcy petition at any time.

## **Item 10 – Requirement for State Registered Advisers**

Prime Capital Financial is a federally registered Investment Adviser; therefore, this section does not apply.