

# Third Party Asset Management Account Investor Information

Advisor Name	
Advisor Code	_

Client Name	Account Registration						
Third Party Asset Manager Selection (TPAM)							
AssetMark (Genworth) SEI BNY Mellon (Lockwood) BAM (LoringWard)	Other						

# ARBITRATION DISCLOSURE AND AGREEMENT WITH PRIVATE CLIENT SERVICES, LLC

# **DISCLOSURES:**

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

## **AGREEMENT:**

Any controversy between you and us shall be submitted to arbitration before the financial industry regulatory authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (i) the class certification is denied;
- (ii) the class is decertified; or
- (iii) the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The laws of the Commonwealth of Kentucky shall govern.

# **INDEMNIFICATION**

Account Owner will indemnify and hold harmless Private Client Services LLC, IAR, and their respective members, partners, officers, directors, agents, employees, control persons, and affiliates harmless, to the maximum extent permitted by applicable laws, from all loss, cost, indebtedness, liability, and expense (including without limitation, court costs and attorneys' fees and expenses) arising out of: (i) any misrepresentation or omission of a material fact by Account Owner, or (ii) Account Owner's failure to perform Account Owner's Responsibilities (Section XII). The indemnification provided here shall survive the Termination of this Agreement. For accounts with assets subject to ERISA, the Account Owner or trustees specifically agree to indemnify and hold harmless the IAR and Advisor from the risk of liability associated with breach of fiduciary duty by a fiduciary other than the IAR or Advisor as long as IAR or Advisor are not found to have breached any individual fiduciary duty owed.

RECEIPT OF REQUIRED DOCUMENTATION											
Account Owner acknowledges that the IAR has explained, and Account Owner understands the following risks and/or fees that may apply to the Account: (CHECK ALL THAT APPLY)											
	PCS Advisory Fees are Separate from TPAM Fees				Market Volatility and Fluctuation of Ass	et Values					
		Calculation and Billing of Advisory Fees			Fluctuation of Interest Rates and Yields						
		Maintenance, Asset Transfer and Termination Fees			Portfolio will be systematically rebalanced						
Account Owner has received the following documents and disclosures: (CHECK ALL THAT APPLY)											
		TPAM – SEC Form ADV Part II (Firm Brochure)									
		Private Client Services, LLC – SEC Form ADV Part II (Firm Brochure)									
		Private Client Services, LLC – SEC Form ADV Part II-B (Brochure Supplement – Advisor Biography)									
		Private Client Services, LLC – Privacy Policy									
		Private Client Services, LLC – Business Continuity Plan									
SIGNATURES - Please review all information for accuracy											
By signing below, I represent that the information provided is accurate to the best of my knowledge. The documentation used to verify my identity is true and accurate. My signature represents that I agree to the terms and conditions of this agreement in its entirety. I will promptly notify my registered representative in writing if there is any material change in the information I have provided and may update this information no less than every three (3) years. I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE ON PAGE 2 OF THIS PCS/TPAM ACCOUNT AGREEMENT.  Please visit <a href="https://www.pcsbd.net/disclosures">www.pcsbd.net/disclosures</a> to review important information about your account.											
Primary Account Owner Name (PRINT)			Primary	Date							
Joint Account Owner Name (PRINT)			Joint Account Owner Signature Date								
		ate Client Services Use Only									
Investment Advisor Representative Name (PRINT)		Investment Advisor		Advisor Representative Signature	Date						
PCS Managing Principal Name (PRINT)			PCS M	PCS Managing Principal Signature Date							
PCS RIA Principal Name (PRINT)				PCS RIA Principal Signature Date							