




Client(s):	Account Number:
By signing below, Client agrees that this Client Agreement shall govern the Account relationship and makes the following certifications and elections:	
CERTIFICATIONS	
<ol style="list-style-type: none"> 1. Client acknowledges and accepts the terms and conditions set forth herein. Client has received and reviewed BOKFA's Wrap Fee Brochure and ADV Part 2B, Privacy Policy, and, as applicable, similar documents for any selected SMA Manager ("Written Disclosure Documents"). 2. Client has reviewed the Investment Profile Questionnaire and Investment Proposal, understands the documents and confirms that the information is correct in all material respects. 3. Client affirms that it has full authority and capacity to enter into this agreement. 4. Client acknowledges the sweep option available to this Account is offered by an affiliate of BOKFA and understands the disclosures as provided in the Wrap Fee Program Brochure. 	
ELECTRONIC DELIVERY	
 By initialing here, Client consents to receive documents, including confirmations, account statements, prospectuses and investor notifications (as applicable and as they may become available) via electronic delivery. Transmissions may be in the form of an e-mail, an attachment to an email or e-mail notice that information is available on our website, securities.bokfinancial.com . This means that in lieu of receiving them on paper, you must access your documents online. You should read and understand the additional information found in Section 7, Paragraph F, of the Terms and Conditions concerning consent to electronic delivery.	
For online access to your Account, please provide the following required information below (please print)	
<div style="display: flex; justify-content: space-between;"> MOTHER'S MAIDEN NAME (<i>last name</i>) DATE OF BIRTH (MM/DD/YYYY)(<i>required</i>) </div>	
E-MAIL ADDRESS (a valid e-mail address must be provided for delivery of notification e-mails)	
If you have an existing User ID, please provide it here: _____ If you are requesting a new User ID, indicate your first and second choices below. User IDs must have a minimum of 7 and maximum of 15 characters.	
USER ID DESIRED (FIRST CHOICE) _____	USER ID DESIRED (SECOND CHOICE) _____
Client may withdraw consent to electronic communications by providing written notice to BOKFA. Please note that fees may be associated with paper documents.	
CONFIRMATION SUPPRESSION	
By signing below, Client directs Pershing LLC not to mail separate trade confirmations for this Account. Client understands and acknowledges that: (1) Client will not pay a different fee based on this direction; (2) This direction is not a condition to entering into or continuing participation in a wrap fee program; (3) Client may rescind this direction at any time. In lieu of separate trade confirmations, information from the confirmation will be reported via the brokerage account statement. Client can obtain, upon request to Pershing LLC and at no additional charge, information about or a hard copy of any account confirmation. Client's Financial Advisor will receive a confirmation of each trade. _____ Client Signature	
SIGNATURES (All Clients must sign exactly as the Account is titled)	
<div style="display: flex; justify-content: space-around;">   </div>	
Client Signature _____	Co-Holder Signature _____
Date _____	Date _____

CUSTOMIZED PORTFOLIO SOLUTIONS CLIENT AGREEMENT

The Client identified on the signature page ("Client") has completed a BOK Financial Advisors' New Account Form. This Client Agreement outlines additional terms and conditions for the BOK Financial Advisors' ("BOKFA" or the "Firm") managed account ("Account") for Client. An investment adviser representative ("Financial Advisor") has assisted Client in preparing an Investment Profile Questionnaire (or similar document). The Investment Profile Questionnaire provides information concerning Client's investment objectives, financial goals and risk tolerance. Based on this information, Client's Financial Advisor prepared an Investment Proposal or Investment Policy Statement ("Proposal"). The Proposal includes a recommended asset allocation and recommended investments for each asset category. The Proposal was prepared by Client's Financial Advisor using a number of proprietary analytical tools and commercially available optimization software applications. Client hereby selects the Customized Portfolio Solutions Program (the "Program") described in the Proposal and Exhibit A and directs BOKFA to establish an Account for the assets identified in the Proposal (together with all additions, substitutions and alterations, "Assets") in accordance with the Client Agreement.

1. SERVICES

A. BOKFA Services

Client acknowledges that BOKFA's ability to adequately provide the Services for the Account are dependent upon Client meeting its responsibilities under this Agreement. In association with the opening of an Account, Client provided BOKFA with a full description of Client's assets and liabilities, investment objectives, earnings and financial objectives, and other pertinent current and prospective financial information. Client will promptly notify BOKFA if there is a change in Client's financial circumstances, risk tolerances or investment objectives. BOKFA shall not be responsible in whole or part for any delay or inability to provide Services if such delay or inability results, directly, or indirectly from Client's failure to provide all necessary and material information. BOKFA shall not be required to verify any information obtained

from Client or Client's designated representatives, and is expressly authorized to rely upon such information.

Based upon the information provided by Client, BOKFA assisted Client in preparing an Investment Profile Questionnaire, which considers risk tolerance, goals and objectives; created an asset allocation policy; provided a strategy to diversify among asset classes and styles; will rebalance the Assets (as necessary) based on target allocation; and will provide quarterly performance reports and Account statements. BOKFA will assist Client in determining the appropriateness of the Program, selecting investment(s) for Client's Account, or selecting one or more portfolio managers ("Manager"), or other investment vehicles, to place in Client's Account from a schedule of investment vehicles made available through the Program. BOKFA personnel knowledgeable about the Account will be reasonably available to Client on an ongoing basis for consultation and to receive instructions and any changes in Client's financial situation or investment objectives.

BOKFA shall discharge its investment management responsibilities consistent with the Program selected by Client and Client's designated investment objectives. Unless Client has notified BOKFA to the contrary in writing, there are no restrictions that Client has imposed with respect to the management of the Assets. Client agrees that the services to be provided under this Agreement are limited to the management of the Assets and do not include financial planning or any other related or unrelated consulting services.

B. Investment Management Services

BOKFA Investment of Assets

Client hereby grants BOKFA the investment discretion necessary to supervise, manage and direct the Assets in accordance with the Program selected by Client, including any reasonable investment restrictions imposed by Client in writing. Client authorizes BOKFA to take all necessary action to open and maintain the Account and to effect securities transactions for the Account.

Without limiting the foregoing, BOKFA shall have the power and authority, without prior Client consultation, to invest, reinvest, exchange, convert and trade the Assets with or through brokers, dealers or issuers selected by BOKFA ("Authority"). As used in this Agreement, Authority shall include the purchase, sale or trade of corporate stocks of any class, options, puts, calls, warrants, interests in investment trusts, mutual funds, ETFs, corporate bonds, government bonds, municipal bonds, hedge funds and other securities.

Manager Investment of Assets

To the extent consistent with a selected Program's terms, BOKFA may retain Managers on Client's behalf to manage Account Assets for the consideration set forth in Exhibit A. Client understands that Manager may impose a minimum account size and agrees to maintain such minimum at all times relevant hereto. Each Manager selected by Client will direct the investment and reinvestment of the Assets on a discretionary basis in accordance with the information provided by Client, including any reasonable investment restrictions imposed by Client in writing. Each Manager selected is hereby granted the Authority to manage and direct the Assets.

C. Execution and Clearance

Except as otherwise described in the following paragraph, Client understands and agrees that all securities purchase and sale orders for the Account be directed by BOKFA or Manager to BOK Financial Securities, Inc., which clears transactions through Pershing LLC ("Pershing"), which shall custody the assets and perform clearance of same. Pershing LLC is a wholly owned subsidiary of The Bank of New York Mellon Corporation (BNY Mellon) and a member of FINRA, NYSE, and SIPC. Client further understands and agrees that by directing BOKFA or Manager to use Pershing, BOKFA or Manager may not be in a position to select broker-dealers on the basis of best execution, or commingle or "batch" orders for purposes of execution with orders for the same securities for other accounts managed by BOKFA or Manager (other than for other accounts also cleared through Pershing). As a result, Client understands that certain transactions may result in less favorable net prices on the purchase and sale of securities than might be the case if BOKFA or Manager were to select broker/dealers on the basis of best execution.

Transactions for each Account will generally be effected independently. To the extent transactions are batched, they will be averaged as to price and will be allocated among Clients in proportion to the purchase and sale order placed for each Client Account on any given day.

BOKFA and Manager are authorized to place orders for the execution of securities transactions for the Account with or through such brokers or dealers as BOKFA or Manager may select. Subject in each case to the requirements of the Investment Advisers Act of 1940 ("Advisers Act"), BOKFA or Manager may allocate transactions to such brokers and dealers for execution on such markets, at such prices and at such commission rates as in the good faith judgment of BOKFA or Manager will be in the best interest of the Account, taking into consideration available prices and rates, execution capabilities and research services which are expected to enhance service of the Account. The execution of transaction through other broker-dealers will give rise to commissions and/or fees not otherwise incurred if the transaction were executed directly through Pershing.

D. Custody and Administrative Services

Pershing, an independent qualified custodian (as defined under Rule 206(4)-2 of the Advisers Act) ("Custodian"), shall maintain custody of all Account Assets except those managed by Managers not affiliated with BOKFA. Pershing shall perform custodial functions that will include, among other things, crediting of interest and dividends on Account Assets and crediting of principal on called or matured securities in the Account, together with other custodial functions customarily performed with respect to securities brokerage accounts.

BOKFA, and Manager, to the extent consistent with the selected Program's terms, is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to take any actions as BOKFA and such Manager shall direct with respect to such investment decisions.

Pershing shall make available confirmations of each purchase and sale to Client, BOKFA and Manager. Additionally, brokerage statements will be provided for each month in which activity occurs in Client's Account. Quarterly account statements will be provided regardless of whether there has been any activity in Client's Account. Pershing will act as

general administrator of the Account, which shall include the charging and collection of Account fees and the processing, pursuant to BOKFA instructions, of deposits to and withdrawals from the Account.

BOKFA, Manager and/or Pershing may provide Client with periodic reports for the Account. In the event that such reports include assets for which BOKFA does not have discretionary investment management authority, Client acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice.

E. Portfolio Manager Information Services

BOKFA will identify and evaluate Managers for participation in a Program, giving consideration to a variety of factors, including, investment style, investment process, asset allocation strategies employed, historical risk parameters, historical performance, management fees, criteria for accepting accounts, industry reputation, financial strength, and reporting and research services. Selected Managers shall be registered investment advisers under the Advisers Act or shall be exempt from such registration.

F. Roles of the Parties/Conflicts of Interest

Client acknowledges that BOKFA shall serve as the registered investment adviser on the Account and BOK Financial Securities, Inc. (BOKFS) as the broker dealer of record with respect to the Account. BOKFA advisers, officers and directors may also be registered representatives of BOKFS. BOKF, NA is an affiliate of BOKFA that does business as: Bank of Albuquerque, Bank of Arizona, Bank of Arkansas, Bank of Kansas City, Bank of Oklahoma, Bank of Texas, and Colorado State Bank and Trust. BOKFA and its affiliates provide investment advisory services to BOKF, NA customers at BOKF, NA financial centers. BOKF, NA, its holding company, BOK Financial Corporation, and their affiliates may provide certain support services to BOKFA including accounting, legal and administrative services.

Caval Hill Investment Management, LLC ("CHIM") is an SEC registered investment adviser and wholly-owned subsidiary of BOKF, NA that may provide services to the Account and will be available for selection as Manager. CHIM serves as Adviser and Administrator of the Caval Hill Funds, a registered investment company under the Investment

Company Act of 1940 ("Company Act"). BOKF, NA serves as the Custodian of the Caval Hill Funds and BOKFS serves as the distributor. CHIM, BOKFS and BOKF, NA earns fees for these services, which are fully described in the Caval Hill Fund prospectus available at www.cavalhillfunds.com. The Caval Hill Funds may be selected for Account investment and shall serve as the investment vehicle for the sweep product offered as part of the Program.

In accordance with Rule 206(4)-3 of the Advisers Act, BOKFA may be party to referral, solicitation and servicing agreements with affiliates and third parties and may pay or receive compensation in association with such agreements. Referral payments could represent a portion of the Fees that BOKFA receives from an Account that is referred to BOKFA but shall not result in an additional charge to Client. Certain mutual funds selected for investment may pay BOKFA, Manager or an affiliate a fee to provide services as investment adviser or otherwise. An Account may be invested in mutual funds or ETFs which pay shareholder servicing, 12b-1 fees or administrative fees to BOKFA or an affiliate in connection with investment of the Account in shares of the mutual funds or ETFs. Financial Advisor may receive a portion of the fees paid to BOKFA. Managers may receive soft dollar compensation, generally in the form of research materials, when brokerage is not provided by Pershing.

2. FEES

As a participant in a Program, Client will pay an annualized asset-based fee ("Program Fee") for the Program selected in accordance with Exhibit A and the Proposal Fee Detail. At the sole discretion of BOKFA, fees may be negotiated based upon any number of factors including the services provided to Client and the amount of assets under management. In the event this Agreement is executed at any time other than the first day of the billing cycle, the first payment will be assessed on a pro rata basis. Fees are calculated on the average daily balance in the account(s).

The Program Fee includes fees and charges for the combined advisory, brokerage, custody and processing Services of BOKFA, Pershing and, as applicable, the Manager. In addition to the Program Fee, Client may incur fees imposed directly at the investment product level (e.g., mutual fund advisory fees and expenses).

Client authorizes and instructs Custodian to debit Client's Account for all Fees arising out of this Agreement and to remit such Fees to BOKFA, Financial Advisor, Manager and others in accordance with this Agreement and applicable law. All such Fees will be clearly noted on Client's statements. Fees will be payable first from available cash, if any, in the Account and second, from the sale of shares of any money market funds. Some mutual funds assess investors with redemption fees upon the short-term sale of their funds. Depending upon the particular mutual fund, Client may incur a redemption fee when a mutual fund is sold prior to the expiration of the minimum holding period. The mutual fund prospectus will provide information regarding any redemption fees. Should the cash and money market funds in the Account be insufficient to pay the Fees, BOKFA may liquidate a portion of the Assets to satisfy Fees. Client is liable for the payment on demand of any debit balance or other obligations owed in its Account.

Client understands that BOKFA, Manager and Pershing and their respective agents, in connection with the performance of their respective services, shall be entitled to and will share in the Program Fee payable hereunder based on the respective services each provides.

3. ERROR RESOLUTION

Client acknowledges that BOKFA shall have primary responsibility for resolving any errors which arise in Client's Account. BOKFA shall work with Manager and Pershing for equitable resolution of any such error.

4. INVESTMENT RISK AND ACKNOWLEDGEMENTS

Client acknowledges that investments have varying degrees of financial risk, and that BOKFA shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with Client's investment objectives. BOKFA does not guarantee:

- The future performance of the Account;
- Any specific level of performance;
- The success of any investment decision or strategy that BOKFA or any Manager may use or recommend; or,
- The success of BOKFA's overall management of the Account.

Client further acknowledges and agrees that:

- The Account is not insured by the FDIC, and does not constitute a deposit or other obligation of, and is not guaranteed by any bank or bank affiliate;
- Certain transactions may trigger Anti-Money Laundering reporting and other reporting and notification requirements;
- Client has reviewed the Fees to be charged and has determined that they are appropriate and understands that the Fees may be higher than an investment adviser (or sub-adviser) or broker or dealer would charge for a similar combination of services, or which would be charged if any advisory or brokerage services were being provided separately;
- BOKFA, Manager and their affiliates may have certain conflicts of interest with respect to the activities under this Agreement, including the conflicts referenced in paragraph 1F of this Agreement; and
- With respect to custodied assets, income and capital gains or distributions to Client may be taxable. BOKFA does not, and will not, offer advice to Client with respect to tax issues. Client is encouraged to consult with its tax advisor or other qualified professional.

5. LIMITATION OF LIABILITY

BOKFA, acting in good faith, shall not be liable for any action, omission, investment recommendation /decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to Client by BOKFA, including Manager or Pershing, attorney, accountant, insurance agent, or any other professional. If the Account contains only a portion of Client's total assets, BOKFA shall only be responsible for those assets that Client has designated to be the subject of BOKFA's investment management services under this Agreement without consideration to those additional assets not so designated by Client.

If, during the term of this Agreement, BOKFA purchases specific individual securities for the Account at the direction of Client (i.e., the request to

purchase was initiated solely by Client), Client acknowledges that BOKFA shall do so as an accommodation only, and that Client shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, Client further acknowledges and agrees that BOKFA shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any Account reports prepared by BOKFA. However, BOKFA may continue to include any such assets for purposes of determining BOKFA's compensation.

Client further acknowledges and agrees that BOKFA shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from Client's predecessor advisors/custodians to the Accounts to be managed by BOKFA) resulting from: (1) securities purchased by Client's predecessor advisor(s); (2) the sale by BOKFA of securities purchased by Client's predecessor advisor(s) subsequent to completion of the Account transition process; and (3) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer or custodian.

Federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any federal or state securities laws.

6. CONFIDENTIALITY AND COMMUNICATION

BOKFA shall keep all information concerning Client and the Account confidential in accordance with this Agreement and all applicable legal and regulatory requirements. None of the information and data that Client provides BOKFA will be disclosed by BOKFA to any other non-related BOKFA, person or entity without prior consent of Client, except to service providers providing services to Client under this Agreement, or unless such disclosure is required by law or is permitted by BOKFA's Privacy Policy, which is available upon request or at securities.bokfinancial.com.

Client authorizes BOKFA and Manager to communicate and share information with each other, the Custodian and Client's attorney,

accountant and other professionals to the extent necessary in furtherance of the Services to be provided under this Agreement.

Client consents to the disclosure to: (i) third parties of investment results of and other data concerning Client and the Account (other than Client's identity) in connection with providing composite investment results of clients of Pershing and/or BOKFA; (ii) third parties of Client's investments and trades (other than Client's identity) in connection with providing composite information of Manager's clients; and (iii) Manager of information furnished to Pershing and/or BOKFA by Client in connection with this Agreement.

7. MISCELLANEOUS PROVISIONS

A. ERISA Accounts

If Client is a retirement plan ("Plan") organized under the Employment Retirement Income Security Act of 1974 ("ERISA"), BOKFA represents that it is an investment fiduciary registered under the Advisers Act and the Plan represents that it is validly organized and is the beneficial owner of the Assets. Unless otherwise reflected in this Agreement, the only source of compensation to BOKFA under this Agreement shall be the Program Fee paid to BOKFA by the Plan. If the Assets contain only a part of the investments of the Plan's assets, the Plan understands that BOKFA or Manager will have no responsibility for the diversification of all of the Plan's assets, and that BOKFA or Manager will have no duty, responsibility or liability for Plan investments that are not part of the Assets. Unless the Plan has advised of its intention to retain such authority, in writing, BOKFA or Manager shall retain responsibility for voting all Proxies, but no authority or obligation relative to legal proceedings such as class actions. If Client is a retirement plan subject to ERISA, Client agrees to add a clause to the fidelity bond required by law that provides coverage for agents employed by it. This clause shall cover BOKFA and any Manager, their officers, directors and employees.

B. Proxies

Except as otherwise specified in the Form ADV, Client authorizes BOKFA or Manager, where applicable, to receive and vote all proxies on Client's behalf for the securities in the Account. BOKFA or Manager will vote proxies in a manner it believes to

be in the best interest of Client and in accordance with its Proxy Voting Policy and Procedures. Inquiries regarding the voting of a particular proxy should be directed to the Manager.

C. Class Action Lawsuits

BOKFA will not determine if securities held in an Account are subject to a pending or resolved class action lawsuit, will not evaluate Client's eligibility to submit a claim with respect to such a lawsuit, and will not initiate litigation to recover damages as a result of an issuer's misconduct. If notice of a class action lawsuit (or a related matter) is received, the Custodian will forward all notices (and related materials) to Client. Client acknowledges and agrees that these notices and materials may be transmitted by electronic mail.

D. Client Authority

- If Client is an individual, Client represents that he or she is of the age of majority.
- If Client is a corporation, limited liability company, or partnership, the individual signing this Agreement represents that he/she has been authorized to execute this agreement by appropriate corporate, limited liability company or partnership action.
- If Client is a trustee or other fiduciary, the trustee or fiduciary represents that BOKFA's investment management strategies, allocation procedures, and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement.
- If Client is an ERISA Plan, Client represents and warrants that Client has delivered to BOKFA an accurate and complete copy of all requested documents governing the administration of the Plan and the investment of Plan assets ("Plan Documents") and that Client has notified BOKFA in writing of all limitations or restrictions with respect to Plan investments that are contained in the Plan Documents. The Plan will furnish promptly to BOKFA any amendments and further agrees that, if any amendment affects the rights or obligations of BOKFA, such amendment will not be binding on BOKFA until agreed to by BOKFA in writing.
- If requested, Client will deliver evidence of authority to enter into and execute this

Agreement by way of certified resolution, trust agreement or otherwise.

- Client represents that the terms of this Agreement do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise.
- Client will immediately inform BOKFA of any event that might affect this authority or the propriety of this Agreement.

E. Client Conflicts

If this Agreement is between BOKFA and related Clients (e.g., husband and wife, etc.), BOKFA's Services shall be based upon the joint goals communicated to BOKFA. BOKFA shall be permitted to rely upon instructions from either party with respect to the Assets, unless and until such reliance is revoked in writing to BOKFA. BOKFA shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.

F. Force Majeure

Client understands that neither BOKFA, Pershing nor the Manager shall be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war strikes or other conditions, commonly known as "Acts of God," beyond BOKFA's, Pershing's or Manager's respective control.

G. Electronic Notices to Client and Direction to BOKFA

If Client consents to Electronic Delivery, Client authorizes BOKFA to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via BOKFA's internet web site, as well as all other correspondence from BOKFA. BOKFA shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address or upon posting to BOKFA's web site.

Any electronic services associated with the Account are provided on an "as is," or "as available" basis and without warranties including, without limitation, those of merchantability, fitness for a particular purpose or non-infringement. Without limiting the foregoing, there is no warranty that any electronic service will be uninterrupted or error free. Further,

there is no warranty regarding timeliness, sequence, accuracy, completeness, reliability or content with respect to accessing electronic information.

Client shall be responsible for maintaining the confidentiality of Client's user ID and password. Client agrees to accept responsibility for all activities that occur under Client's user ID or password.

BOKFA shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein. It is the Client's responsibility to verify the accuracy of its investment objectives and profile.

H. Prospectus Delivery

If you have granted discretion over investment decisions to a third party investment manager, you will not receive prospectus copies as they will be directed to the investment manager.

I. Effective Date

This Agreement is not effective unless and until reviewed and approved by BOKFA in its corporate office, as demonstrated by the establishment of an Account with Custodian. The Financial Advisor does not have the authority to bind BOKFA to this Agreement. BOKFA reserves the right to decline to accept this Agreement in its sole discretion.

J. Termination

Client acknowledges that unless otherwise agreed to in writing, this Agreement shall remain in effect until terminated by either party to this Agreement upon written notice to the other party. All prepaid, unearned fees will be returned to the Client.

K. Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or BOKFA without the prior consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of BOKFA shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Should there be a change in control of BOKFA resulting in an assignment of this Agreement, the successor adviser will notify Client and will continue to provide the services previously provided to Client by BOKFA. If Client continues to accept such

services provided by the successor without written objection during the 60 day period subsequent to receipt of the written notice from the successor, the successor will assume that Client has consented to the assignment and the successor will become the adviser to Client under the terms and conditions of this Agreement.

L. Governing Law/Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any conflict or choice of law provisions, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, or any rule or order of the Securities and Exchange Commission under the Advisers Act, or any other applicable federal law. To the extent not inconsistent with applicable law or arbitration provisions, the venue (i.e. location) for the resolution of any dispute or controversy between BOKFA and Client shall be the County of Tulsa, State of Oklahoma.

M. Entire Agreement

This Agreement and the underlying New Account Form contain the entire understanding between Client and BOKFA concerning the subject matter of this Agreement. If any provision of this Agreement is, or should be held, inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

N. Waiver

No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom the waiver or change is sought to be enforced. Either party's failure to insist at any time upon strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of conduct on its part will not constitute or be considered a waiver by that party of any of its rights or privileges.

8. ACKNOWLEDGMENTS

Client acknowledges that BOKFA and its affiliates may engage in a variety of investment banking and

other activities for a wide range of clients and that services provided are not exclusive to Client. From time to time in the course of those activities, BOKFA and its affiliates may come into possession of confidential information which cannot be divulged or acted on for advisory or other clients. If BOKFA or its affiliates obtains information about a security or its issuer that BOKFA or its affiliates may not lawfully use or disclose, BOKFA and its affiliates shall have no obligation to disclose the information to Client or use such information for Client's benefit. Similarly, BOKFA and its affiliates may give advice or take action with regard to certain clients that may differ from that given or taken with regard to Client.

9. ARBITRATION

THIS AGREEMENT IS SUBJECT TO THE PREDISPUTE ARBITRATION CLAUSE IN THE "NEW ACCOUNT FORM" RELATED TO THIS ACCOUNT. THE CLAUSE IS INCLUDED BELOW.

ARBITRATION DISCLOSURES: THIS AGREEMENT CONTAINS A PREDISPUTE 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 WILL TYPICALLY 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.

ARBITRATION AGREEMENT: ANY CONTROVERSY BETWEEN YOU OR PERSHING AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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 STATE OF NEW YORK GOVERN. IF PERSHING IS NOT INVOLVED IN THE ARBITRATION, THE LAWS OF OKLAHOMA GOVERN.

EXHIBIT A**FEE SCHEDULE***(Only one Program may be selected)*☐ **Mutual Fund/ETF Wrap (MF/ETF Wrap) Program**

Account Value	Annual Program Fee
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Maximum

\$0 to \$999,999 1.75%

\$1,000,000 to \$2,999,999 1.45%

\$3,000,000 to \$4,999,999 1.25%

\$5,000,000 and above 1.00%

Annual Flat Fee (if chosen): _____ Approx. Investment Amount: _____

☐ **Separately Managed Account (SMA) Program****Equity SMA Accounts**

Account Value	Annual Program Fee
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Maximum

\$0 to \$999,999 2.50%

\$1,000,000 to \$2,999,999 2.25%

\$3,000,000 to \$4,999,999 1.90%

\$5,000,000 and above 1.75%

Fixed Income SMA Accounts

Account Value	Annual Program Fee
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Maximum

\$0 to \$999,999 1.75%

\$1,000,000 to \$2,999,999 1.50%

\$3,000,000 to \$4,999,999 1.40%

\$5,000,000 and above 1.25%

Annual Flat Fee (if chosen): _____ Approx. Investment Amount: _____

☐ **PM Directed Program**
Portfolio Managers' Directed Program Fees


<i>Account Value</i>	<i>Annual Program Fee</i>
	<i>Maximum</i>
\$0 to \$999,999	1.15%
\$1,000,000 to \$2,999,999	1.05%
\$3,000,000 to \$4,999,999	0.80%
\$5,000,000 and above	0.65%

Annual Flat Fee (if chosen): _____ Approx. Investment Amount: _____

☐ **Advisor Directed Program**
Advisor Directed Program Fees

<i>Account Value</i>	<i>Annual Program Fee</i>
	<i>Maximum</i>
\$0 to \$999,999	1.55%
\$1,000,000 to \$2,999,999	1.25%
\$3,000,000 to \$4,999,999	1.05%
\$5,000,000 and above	0.80%

Annual Flat Fee (if chosen): _____ Approx. Investment Amount: _____

SIGNATURES (All Clients must sign exactly as the Account is titled)	
<div style="text-align: center; margin-bottom: 10px;">  </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Client Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date</div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Client Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date</div> </div> </div>	<div style="text-align: center; margin-bottom: 10px;">  </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Client Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date</div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Client Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date</div> </div> </div>

FOR HOME OFFICE USE ONLY			
<div style="border-bottom: 1px solid black; margin-bottom: 5px; width: 80%;"></div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">IAR Signature</div> <div style="width: 40%;">Date</div> </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px; width: 80%;"></div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Supervisor Signature</div> <div style="width: 40%;">Date</div> </div>		