

# Client Agreement

## InvestOn Wrap Fee Program



ACCOUNT OWNER INFORMATION Client information	
Name of Owner*	Pershing Account #*
Name of Joint Owner	Proposed Investment Amount*
<b>HOUSEHOLDING</b> Performance Householding allows the advisor to aggregate or combine accounts to view the client's overall portfolio performance across multiple accounts, as well as provide the client with a single performance report. Typically, the name of the account owner is used for Household Names. Unless you direct us otherwise, your entry into this Agreement will result in Performance Householding for this and any other BOK Financial Corporation affiliate accounts you may have. As a result, holding and performance information will automatically be displayed when accessing account information electronically.	
Household Name*	

By signing below, Client agrees that this Client Agreement shall govern the Account relationship and makes the following certifications and elections:

CERTIFICATIONS
1. Client acknowledges and accepts the terms and conditions set forth herein. Client has accessed and reviewed BOKFA's ADV Part 2A Wrap Fee Brochure, ADV Part 2B and Privacy Policy which are available at <a href="https://securities.bokfinancial.com/bokf-advisors/products-and-services/investment-services/investon-legal-documents">https://securities.bokfinancial.com/bokf-advisors/products-and-services/investment-services/investon-legal-documents</a> . 2. Client has completed the Risk Profile Questionnaire in Exhibit B ("Questionnaire"), understands the Questionnaire and confirms that the information entered is correct in all material respects. 3. Client affirms that he/she 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. 5. Client understands the disclosures as provided in the Wrap Fee Program Brochure.

ACCOUNT OPTIONS
<input type="checkbox"/> CONFIRMATION SUPPRESSION <input type="checkbox"/> NO CONFIRMATION SUPPRESSION If 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 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. <input type="text"/> (Customer Initial)



CLIENT(S) SIGNATURE All Clients must sign exactly as the Account is titled		
Signature of Owner*	Date*	Primary Owner Name (print)*
Signature of Joint Owner	Date	Joint Owner Name (print)

\*Asterisk indicates required information

## Managed Account Programs

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") InvestOn Wrap Fee Program account ("the Program" or "Account") for Client. Client has completed a Questionnaire that provides information concerning Client's investment objectives, financial goals and risk tolerance. Based on the Questionnaire, Client was presented with an asset allocation model. Client hereby selects the asset allocation model presented in Exhibit B and agrees to allow the Firm which utilizes a number of proprietary analytical tools and commercially available optimization software applications, to initially select and then rebalance (as necessary) investments for the Account assets identified by Client (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 their responsibilities under this Agreement. In association with the opening of an Account, Client completed a Risk Tolerance Questionnaire. 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, and is expressly authorized to rely upon such information.

BOKFA will provide quarterly performance reports and Account statements. BOKFA personnel 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. 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 as described herein 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, including any reasonable investment restrictions imposed by Client in writing and accepted by BOKFA. 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 mutual funds.

#### 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 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 to use Pershing, BOKFA 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 (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 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 is authorized to place orders for the execution of securities transactions for the Account with or through such brokers or dealers as BOKFA may select. Subject in each case to the requirements of the Investment Advisers Act of 1940 ("Advisers Act"), BOKFA 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 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 transactions through other broker-dealers will give rise to commissions and/or fees not otherwise incurred if the transactions 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. 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 accounts.

BOKFA, to the extent consistent with the 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 shall direct with respect to such investment decisions.

Pershing shall make available confirmations of each purchase and sale to Client and BOKFA. Additionally, account 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 and/or Pershing may provide Client with other periodic reports for the Account.

#### **E. Roles of the Parties/Conflicts of Interest**

BOK Financial Securities, Inc. ("BOKFS"), d/b/a BOK Financial Advisors ("BOKFA") is an investment adviser registered with the SEC, as well as a registered broker-dealer and member of the Financial Industry Regulatory Authority ("FINRA"). 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: BOK Financial, Bank of Albuquerque, Bank of Oklahoma, and Bank of Texas. 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. 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 Caval Hill Distributors ("CHD"), a FINRA registered broker/dealer and affiliate of BOKF, NA serves as the distributor. CHIM, CHD and BOKF, NA earn fees for these services, which are fully described in the Caval Hill Fund prospectus available at

[www.cavalhillfunds.com](http://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 will pay BOKFA or an affiliate a fee to provide services as investment adviser or otherwise. Generally, the share classes of mutual funds eligible for the Program do not have any associated sales or 12b-1 charges. However, an Account may be invested in mutual funds which pay shareholder servicing, 12b-1 fees, revenue sharing, or administrative fees to BOKFA or an affiliate in connection with investment of the Account in shares of the mutual funds due to share class availability. Any 12b-1 fees received by the firm will be credited back to Client's Account. Neither BOKFA nor an affiliate will retain 12b-1 fees.

#### **2. FEES**

As a participant in the Program, Client will pay an annualized asset-based fee ("Program Fee") for the Program in accordance with Exhibit A. 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 and Pershing. 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 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. If applicable to a particular mutual fund, Client will 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 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 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 Questionnaire. 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 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 and its affiliates may have certain conflicts of interest with respect to the activities under this Agreement, including the conflicts referenced in paragraph 1E 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 their tax advisor or other qualified professional.

### 5. LIMITATION OF LIABILITY

BOKFA, acting in good faith, shall not be liable for any action, omission, investment decision, or loss in association 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. 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.

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.

**IN NO EVENT SHALL BOKFA, IT OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PROGRAM, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT BOKFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND IN NO EVENT SHALL BOKFA'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.**

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](https://www.securities.bokfinancial.com).

Client authorizes BOKFA to communicate and share information with 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 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.

## 7. MISCELLANEOUS PROVISIONS

### A. ERISA

The Program is not available to plans if Client is a retirement plan ("Plan") organized under the Employment Retirement Income Security Act of 1974 ("ERISA").

### B. Proxies

Except as otherwise specified in the Form ADV Part 2A, Appendix 1 Brochure, Client authorizes BOKFA to receive and vote all proxies on Client's behalf for the securities in the Account. BOKFA will vote proxies in a manner it believes to be in the best interest of Client.

Cavalan Hill Investment Management, Inc. monitors and votes proxies on behalf of BOKFA for the Program unless you have retained this authority. CHIM maintains all appropriate documentation required by the SEC. You may obtain a more complete description of our proxy voting policies and procedures upon request. You may also obtain information from us about how proxies were voted on your behalf.

### 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 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 in the Questionnaire. 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 nor Pershing 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 or Pershing's respective control.

### G. Electronic Notices to Client and Direction to BOKFA

Client hereby 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 confirmations and 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, whether or not you have authorized such activities.

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. 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. BOKFA reserves the right to decline to accept this Agreement in its sole discretion.

### I. 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.

#### **J. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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 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

InvestOn Wrap Fee Program (QQG)			
ACCOUNT VALUE:	<b>\$1,000 AND ABOVE</b>	ANNUAL FLAT FEE:	<b>70 BPS</b>

The Fee excludes internal mutual fund expenses.

## EXHIBIT B: RISK PROFILE QUESTIONNAIRE and ASSET ALLOCATION MODEL

1. What is your current age range?	
2. When is the earliest you anticipate needing all or a substantial portion of your investable assets?	
3. I would describe myself as a(an) _____ investor.	
4. When you begin withdrawing from your investment account, over what period of time will the withdrawals last?	
5. If you owned an investment that fell by 20% over a period of one year, what would you do?	
6. What is your goal for these investments?	

Based on the Information You Provided, Your Asset Allocation Model is:

Your Model is a snapshot of your needs as an investor based on your Questionnaire. It may need to be adjusted over time as your needs and circumstances change. It is important to consider your Questionnaire responses periodically and as your financial situation or goals change.

It is understood that there can be no guarantees regarding the attainment of desired investment goals and objectives. Diversification and strategic asset allocation do not guarantee a profit nor protect against a loss in declining markets. All investments are subject to risk, including the loss of principal.



CLIENT(S) SIGNATURE All Clients must sign exactly as the Account is titled	
Signature of Owner*	Date*
Signature of Joint Owner	Date

\*Asterisk indicates required information

Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SPIC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.