

## NOTICE OF CHANGE TO CUSTODY ACCOUNT AGREEMENT

Per the terms of section VII item #5 of our Custody Account Agreement, we are notifying you of a modification to our Terms and Conditions. Please note that section VII item #11 Arbitration Agreement shall be amended to now read as follows:

### 11. Arbitration Agreement. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS

Principal and Custodian agree to arbitrate all disputes and claims arising out of or relating to this Agreement. The Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to us should be addressed to: General Counsel, BOKF, NA, 124 E. 4th Street, Tulsa, OK 74103. ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Principal or Agent may commence an arbitration proceeding. If Principal commences an arbitration and the relief sought is \$10,000 or less, Principal may choose whether the arbitration proceedings will be conducted in person, by telephone, or based only on document submissions. Unless Principal and Custodian agree otherwise, all hearings conducted as part of an arbitration commenced by Principal shall take place in the county of Principal's billing address.

After Custodian receives notice at the Arbitration Notice Address that Principal has commenced arbitration, Custodian will reimburse Principal for payment of the filing fee. The arbitration shall be governed by the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by writing to the Arbitration Notice Address. Notwithstanding any contrary provision of the AAA Rules, any dispute between the parties as to whether an issue is subject to arbitration shall be decided by a court of competent jurisdiction.

Except as provided herein, we will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the substance of your claim or the relief sought in the Demand is without factual support, as determined by the arbitrator under the standards set forth in Federal Rule of Civil Procedure 11(b), the payment of all such fees shall be governed by the AAA Rules. In such case, Principal agrees to pay all fees that Principal is obliged to pay under the AAA Rules, including reimbursement of Custodian for any such fees already disbursed by Custodian.

Principal agrees that, by entering into this Agreement, Principal and Custodian are WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY; AGREEING THAT PRINCIPAL OR CUSTODIAN MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, and NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

Further, Principal agrees that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a class, collective or representative proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, the parties agree that if we make any change to this arbitration provision (other than a change to the Arbitration Notice Address) while this Agreement is in effect, Principal may reject any such change to this arbitration provision and require Custodian to adhere to the language in this provision.

Also please note that per the terms of our agreement we will also make this notification available at: <https://www.bokfinancial.com/Resources/Document-and-Forms/Notices-of-Changes-or-Amendments>