Agreement

These terms and conditions constitute the agreement ("Agreement") between you and BOKF, NA with respect to the provision of Portfolio Online (the “Service”) to you. Your use of the Service constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "your" mean the person who requested the Service, and the terms "us", "our" and "we" mean BOKF, NA. This Agreement is in addition to other agreements between you and us.

Portfolio Online Service

Portfolio Online allows you to use a personal computer to review account activity, place trades, view statements, perform holdings and transaction downloads, and access other information and activity tools available, pursuant to your agreement with us. By requesting the Service, you authorize us to provide online access to information regarding your accounts and to follow your instructions provided to us during your use of the Service. You may use your username and password to access the Service via our Internet Website “Website”.

Password and Security

You agree not to give or make available your online username and password to any individuals. Users you authorize to access and use the Services must have their own username and password. Each instruction to us via the Service shall be deemed authorized by you, whether the instruction is provided by you or not. You are solely responsible for the accuracy and completeness of all instructions communicated to via the Service. You are solely responsible for choosing username and passwords, controlling access to your computer equipment, and taking such other security measures as you deem appropriate. We will not contact you via e-mail or phone requesting your Online Password. If you are contacted by anyone requesting this information please contact us immediately. You agree to take adequate measures to guard against unauthorized access to your Online Password. If you believe that your password has been lost or stolen or that someone may attempt to use the Service without your consent or has conducted any transaction activity without your permission, you must notify us at once by calling a Customer Service Representative at (800) 876-9557 or writing to us at the address listed below under Errors and Questions. Telephoning is the best way to reduce potential losses. Customer Service Representatives are available Monday through Friday 8 AM to 5 PM Central Time. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. Unless otherwise provided in this Agreement or as required by law, you agree to be fully liable for all losses which may arise from unauthorized transactions.
Errors and Questions

In case of errors and questions about your transactions, you should contact us as soon as possible by:

1. Contacting your Trust Relationship Manager
2. Telephoning us at: 1 (800) 876-9557 (Monday through Friday 7 AM to 7 PM Central Time)
3. Writing us at:

   Wealth Management Services - Client Services Unit
   P.O Box 1270
   BTC-2C
   Tulsa, Ok 74101-1270

If you think that your statement is wrong or you need more information about a transaction listed on a statement, you must notify us no later than sixty (60) days after the date on the first statement on which the problem or error appeared.

You must:

1. Tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information; and
3. Tell us the dollar amount, shares, asset name, and any other pertinent data related to the suspected error.

If you tell us anything under this Agreement or about the Service orally, we may require that you send your statements in writing within ten (10) business days. You agree to assist us in the discovery and resolution of issues related to errors or unauthorized use.

Except as noted below, we will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you have use of the money during the time it takes us to complete our investigation.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and will debit your account in the same amount as the prior credit. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized Transactions

If you tell us within sixty (60) days of the suspected fraudulent transaction, you shall have no liability for verified unauthorized use. Tell us at once if you discover your
password has been lost or stolen or your account is otherwise subject to access. If you do not tell us within sixty (60) days after the statement containing an unauthorized transaction was sent to you, the losses incurred we could have stopped if you had told us on time may not be recovered. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the transactions you make only in the following situations:

1. Where it is necessary for completing transactions
2. In order to comply with a governmental agency or court orders
3. If you give us your written permission
4. As otherwise stated in our Privacy Policy located on our Web Site

**Fees and Charges**

You will not be charged a fee for the use of the Service. For other charges, such as fees charged for placing a trade, applicable to your account, refer to your product brochure.

**Statements**

You will receive an annual statement and other statements in accordance with your trust, agency, or other agreement. Statements may either be delivered to you by mail and/or via email notification of availability of online statements in Portfolio Online.

**Business Days**

Our business days are Monday through Friday, excluding holidays.

**Liability for Failure to Complete Transactions**

If we do not complete a transaction to your account on time or in the correct amount, we will be liable for your losses or damages, including your overdraft fees, according to our Agreement with you and as provided by law. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:

1. A third party, such as a broker, fails to deliver or receive or otherwise complete the settlement of a transaction;
2. An event that prevents normal processing of transactions by a significant portion of the industry;
3. The equipment or software used by us to provide the Service was not working properly and you knew or were advised by us about the malfunction before you executed the transaction;
4. The transaction exceeds the share or monetary limit set by a Fund Company expressed or implied by the prospectus, government or industry regulation, or Fund Company standard operating procedures;
5. The transaction violates the rules expressed or implied in the prospectus the by the Fund Company, rules set by a government or industry regulatory body, by us or one of our vendors;
6. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction despite the reasonable precautions we have taken;
7. You have reported your password as lost or stolen or we suspect your password is being used in an unauthorized or fraudulent manner;
8. Your Service has been cancelled;
9. If the funds in your account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders.

Our liability is explained in any agreements, notices and disclosures that we separately provide to you from time to time regarding your accounts and the Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Services as expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Services or as required by law.

Unless otherwise required by law, in no event will we, our affiliates or service providers be liable to you for special, indirect, punitive, or consequential damages including, without limitation, lost profits or loss of business, even if we are advised in advance of the possibility of such damages or losses.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

1. Is not in accordance with any term or condition applicable to the Service or any related account;
2. would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve or other governmental or industry guidelines;
3. would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority; or
4. Is not in accordance with any other requirement of our applicable policies, procedures or practices.
Except as otherwise stated in this Agreement, you agree that we shall not be responsible or liable for any system failure, communications line failure or other occurrences beyond our control.

**NO WARRANTY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

THE SERVICE AND THE WEBSITE ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY THIRD PARTIES PROVIDE ANY WARRANTY OR GUARANTEE THAT THE WEBSITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE WEBSITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM US, FROM OUR EMPLOYEE OR AGENT OR THROUGH OR FROM THE WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

**In the Event you have Insufficient Funds**

In using the Service, you are requesting us to complete a transaction for you from your account. If we are unable to complete the transaction due to insufficient funds, the transaction may not be completed. If the transaction is completed, and there are insufficient funds in your account, fees may apply. You are responsible for checking the status of transactions on your account.

**Alterations and Amendments**

The terms of this Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we will post the amended terms or conditions on the sign in page on the Web Site. Any use of the Service after we post a change will constitute your agreement to such change(s). Further, we may from time to time revise or update the programs, and/or related material which may render all prior program versions obsolete. Consequently, we reserve the right to terminate all such prior versions of the Service, and/or related material and limit your access to our more recent revisions and updates of the Service.

You agree we may provide you with all disclosures, notices and other communications about the Service and any future amendments, in electronic form. We will provide all future notices by posting them on the sign in page for a period of at least 90 days. At your request, your relationship manager will provide you with a paper copy of any of the documents posted electronically without any fee.
Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact your relationship manager to facilitate the closure.

We may terminate use of the Service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

At any time we may decide to no longer offer this Service. If we terminate this Service completely, we will provide notice by posting a message on the sign in page. We will provide as much notice as possible, given the circumstances at the time.

Disputes

In the event of a dispute regarding the Service, you agree with us to resolve the dispute by looking to this Agreement. You agree that this Agreement and the documents it incorporates by reference are the complete and exclusive statement of agreement between you and us, which supersedes any prior agreement, representation or warranty, oral or written, and any other communications between you and us relating to the subject matter of this Agreement, except to the extent that this Agreement may be subsequently modified by our posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what our employee says and the terms of this Agreement, the terms of this Agreement shall control.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement at any time. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
Governing Law; Venue

This Agreement shall be subject to, interpreted by and in accordance with the laws of the state where the account was opened without regard to its conflicts of laws provisions. Any cause of action for a breach or enforcement of, or a declaratory judgment respecting, this Agreement shall be commenced and maintained only in the state where the account was opened, or the applicable state trial court having subject matter jurisdiction.

Trademarks

All the service marks, trademarks and logos displayed on this website are registered or unregistered trademarks of BOKF, NA or licensed to BOKF, NA by a third party. You may not use any trademark displayed on this website without first obtaining BOKF, NA’s written permission.

Miscellaneous

In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party such party’s reasonable litigation costs and attorneys fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

In the event any provisions of this Agreement, or the application of such provisions to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

Our affiliates and vendors are third party beneficiaries of this Agreement.

All covenants, agreements, undertakings, indemnities, representations and warranties made herein shall survive termination of this Agreement. This Agreement is the entire agreement between you and us respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

Revised 6.16.11