

CUSTOMER AGREEMENT

This Customer Agreement (this "**Agreement**") is entered into by and among _____ ("**Customer**") and CU Investment Solutions LLC, a Kansas Corporation ("**ISI**"), as of the _____ day of _____, 2016.

In this Agreement, Customer and ISI are each referred to as a "**Party**" and are collectively referred to as the "**Parties**."

NOW, THEREFORE, the Parties agree as follows:

1. **Authorization.** Customer hereby designates ISI to be an authorized counterparty for the purchase and sale of securities and any related transactions with Customer. Under this Agreement, ISI is authorized to place, execute, carry out, and withdraw orders, to provide information to third parties, and to take such other steps as may be necessary to purchase securities from or sell securities to Customer in accordance with the terms of this Agreement. ISI may rely upon the information contained in the Account Information Form completed by Customer. Such information is incorporated by reference herein until ISI is notified by Customer in writing that such information is no longer applicable.
2. **Terms and Transactions.** All transactions shall be subject to the following: (a) the terms of this Agreement and of any other written agreement among Customer and ISI; (b) any applicable laws, rules, or regulations; (c) the bylaws, rules, regulations, customs, usages, rulings, and interpretations of FINRA; and (d) the constitution, rules, and customs of any exchange, market, or clearinghouse where transactions are executed.
3. **Oral Authorizations.** Customer hereby authorizes ISI and Independent Contractor to execute transactions initiated upon the oral instructions of persons authorized by Customer as may be indicated in the Customer Information Form or otherwise from time to time (the "**Authorized Individuals**"). Customer acknowledges that ISI and Independent Contractor will incur no liability in acting upon oral instructions of persons who are reasonably believed to be Authorized Individual of Customer, provided that ISI complies with any authentication or identification procedures agreed to in writing by ISI and Customer.
4. **Orders.** Customer and ISI agree that all transactions for Customer by ISI contemplate actual payment for, and actual receipt and delivery of, the securities that are the subject of the transaction. All securities purchased from or sold to Customer through ISI are purchased or sold in reliance upon the representations made by Customer upon placement of the order, that Customer shall make full and complete payment for, or delivery of, the securities purchased or sold through ISI, and Customer shall be fully liable for all costs, expenses and other matters incurred by ISI on Customer's behalf if Customer fails to do so. If, in carrying out transactions directed by Customer, ISI is required to borrow securities because of Customer's failure to deliver securities to ISI before the settlement date, ISI may, in its sole discretion, charge Customer a premium on the securities borrowed by ISI; provided, however, that such premium shall not exceed ISI's costs in obtaining the borrowed securities.
5. **Accuracy of Reports.** Any confirmations of transactions and statements of Customer's transactions shall be deemed conclusive if not objected to in writing within five (5) Business Days after receipt by Customer by mail or otherwise. All such confirmations of transactions and statements of Customer's transactions transmitted by ISI to Customer via facsimile or email shall be deemed by the Parties to have been received by the Customer on the day transmitted by ISI. As used in this Agreement, "**Business Day**" means any weekday that is neither a legal holiday nor a day on which either ISI or Customer is required to be closed.
6. **Customer Disclosure.** Customer acknowledges and agrees that all the securities products that are or may be the subject of transactions under this Agreement: (a) are not federally insured; (b) are not obligations of Corporate; (c) are not guaranteed by Corporate or by any affiliated entity; (d) involve investment risks, including the possible loss of principal; and (e) are being offered by an individual who serves as an employee of Corporate (and in that capacity accepts members' deposits and engages in other non-securities business) and also serves in the separate capacity as an independent contractor and Registered Representative of ISI (and in that capacity sells certain non-deposit investment products).
7. **Consent to Release and Sharing of Information.** Customer hereby expressly consents: (a) to the release of information by Corporate to ISI, and to Independent Contractor; and (b) to the release of information by ISI to Corporate, and to Independent Contractor; and (c) to the release of information by Corporate to Independent Contractor to ISI, and (d) to the release of information by Independent Contractor to ISI, and to Corporate. Customer further hereby acknowledges and agrees that such information may include (as examples, but without limitation) any and all account, investments, and other financial information regarding Customer's assets, investments and other financial information which Corporate, ISI or Independent Contractor may from time to time possess. Customer further expressly consents to the release of information concerning Customer's security transactions by Corporate and Independent Contractor to ISI, and also hereby expressly consents to the release of such information by ISI to Corporate and to Independent Contractor. Customer further hereby acknowledges and agrees that such information may include (as examples, but without limitation) any and all account, investment, and other information regarding Customer's assets, investments, and other financial information that either Corporate, Independent Contractor, or ISI may from time to time possess.
The Parties to this Agreement anticipate and intend that ISI, in providing services to Customer pursuant to this Agreement, will not collect, receive, or obtain any nonpublic personal information about any consumers who are members of Customer, or about any other consumers. However, if ISI in providing services pursuant to this Agreement ever obtains or gains access to any such nonpublic personal information regarding any such consumers, ISI agrees that it will: (a) keep any such information in strict confidence; (b) not use any such information or disclose any such information to any person, firm, or entity except to the extent necessary to perform services pursuant to this Agreement, or as permitted by law; and (c) maintain adequate safeguards to prevent the unauthorized disclosure or use of such information. Each of the Parties hereby agrees that the obligations and agreements set forth in this Section 7 shall survive the termination of this Agreement for any reason.
8. **Indemnification.** ISI agrees to indemnify and hold harmless Customer from and against any and all losses, claims, damages or liabilities: (a) that are solely caused by the gross negligence or willful misconduct of ISI, or of an Independent Contractor acting within the scope of his or her Registered Representative/Independent Contractor Agreement; or (b) that are caused by any breach of the obligations of ISI or of its employees or agents regarding nonpublic personal information about consumers, as set forth in the next-to-last sentence of Section 7 (Consent to Release and Sharing of Information) hereof.
9. **Miscellaneous.**
 - 9.1 **Conforming Amendments.** If any provision hereof is or at any time should become inconsistent with any present or future law, rule, or regulation of any securities exchange, or of any sovereign government or a regulatory body thereof, and if any of these entities have jurisdiction over the subject matter of this Agreement, such inconsistent provision shall be deemed to be superseded or modified to the extent necessary to conform to such law, rule, or regulation, but in all other respects this Agreement shall continue and remain in full force and effect.
 - 9.2 **Termination.** This Agreement will remain in effect until its termination as hereinafter specified. Customer may terminate this Agreement by giving written notice to ISI. ISI may terminate this Agreement by giving written notice to Customer. Corporate may terminate this Agreement by giving written notice to Customer and to ISI. Customer shall remain responsible for all transactions Customer initiated or authorized before or after any termination.
 - 9.3 **Cumulative Rights.** The rights of ISI in this Agreement or in any other agreement that Customer may have jointly with ISI, whether heretofore or hereafter entered into, are cumulative and in addition to any other rights and remedies that ISI may have, and shall further supersede any limitation on or any requirement for the exercise of such rights or remedies that is inconsistent with the terms of this or any other

agreement, including (as examples, but without limitation) any requirement that time must lapse or that notice of demand must be given prior to the exercise of remedies. The provisions of this Agreement shall supersede any inconsistent provisions of any other agreement heretofore or hereafter entered into between Customer and ISI to the extent that the subject matter is addressed in this Agreement and that the provisions of such other agreement would deny ISI or Customer the benefits or protections afforded under this Agreement. This Agreement represents the entire agreement and understanding between Customer and ISI concerning the subject matter hereof, except as expressly set forth herein.

9.4 **Amendments and Termination.** Customer agrees ISI may seek to amend this Agreement at any time upon giving prior written notice to Customer. Unless Customer sends written notice to ISI within ten days of receiving notice of the amendment, stating Customer's respective objection to the amendment, Customer's continued acceptance of services under this Agreement shall indicate Customer's acceptance of the amendment. If Customer sends notice of its respective objection to ISI in a timely fashion, ISI may terminate this Agreement pursuant to Section 9.2 hereof. Otherwise, this Agreement may only be modified by a written instrument signed by duly authorized representatives of all Parties.

9.5 **Force Majeure.** In performing services pursuant to this Agreement, ISI shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond ISI's control, including (as examples but without limitation) equipment or transmission failure, strikes, or extreme market volatility or trading volume.

9.6 **Collection and Other Related Costs.** Customer agrees to pay all reasonable direct and indirect costs, liabilities, and damages incurred by ISI including (as examples but without limitation) costs of collection, attorneys' fees, court costs, and other charges and expenses, of any nature or kind, in connection with: (a) enforcing ISI's rights under this Agreement; (b) any investigation, litigation, or proceeding involving transactions on behalf of Customer or property of Customer, including (as examples, but without limitation) claims to such property by third parties; or (c) ISI's actions in reliance on Customer's instructions. If Customer commences an arbitration proceeding to enforce its rights under this Agreement, and is subsequently determined by the arbitration panel to be the prevailing party, Customer shall be entitled to reasonable attorneys' fees and costs as may be awarded by the arbitration panel. If any of the Parties files a legal proceeding challenging the findings or awards of the arbitration panel, the prevailing party in such legal proceeding shall be entitled to its reasonable attorneys' fees and costs as may be awarded by the court in such proceeding.

9.7 **Applicable Law.** This Agreement shall be governed by the laws of the State of Kansas without giving effect to any choice of law or conflicts of law provisions.

9.8 **Waiver.** The waiver by any Party of the breach of any provision of this Agreement by any other Party shall not extend to future breaches of the same or any other provision of this Agreement.

9.9 **Notices.** Any notices required hereunder shall be in writing and may be delivered personally, or mailed by registered or certified mail (postage prepaid and return receipt requested), or delivered by a recognized overnight delivery service that provides proof of delivery, to the addresses indicated in the Account Information Form (or to such other address as a Party may designate by notice to the other Parties). Any and all such notices shall be deemed to have been given when actually received by the addressee thereof.

9.10 **Counterparts.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same Agreement.

9.11 **Representations and Warranties.** ISI warrants that it shall comply with all applicable laws and regulations in performance of ISI's obligations under this Agreement. ISI warrants that it shall maintain any and all licenses and any other requirements in order to perform ISI's obligations under this Agreement. ISI warrants that ISI shall advise Customer of any and all licenses required for Customer under this Agreement. All books and records of ISI for specific transactions pursuant to this Agreement and Customer's obligations thereunder shall be made available for examination by Customer at any and all reasonable times during ISI's normal business hours. Customer shall reimburse ISI for all reasonable costs and expenses incurred by ISI in connection with Customer's inspection and copying of ISI's books and records. ISI shall also provide complete access to its books, records and internal controls to Customer's government regulators and the regulators' representatives as deemed necessary by such regulators in carrying out such regulators' responsibilities. All parties are and shall be independent contractors with respect to the terms, provisions and operation of this Agreement. Nothing contained herein and no act done pursuant to this Agreement is intended to or shall be construed to create a partnership, joint venture, employment, principal-agent, or similar relationship between ISI and Customer. In no event shall either party have the right or power (whether express or implied) to make any representation or warranty (express or implied) on behalf of the other party or otherwise to bind the other party in any way whatsoever. ISI and Customer each (as a "**Representing Party**") hereby represents and warrants to the other Parties as follows:

- (a) The Representing Party has been duly organized, is validly existing, and has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) This Agreement has been duly authorized, executed and delivered and constitutes the valid, legal and binding obligation of the Representing Party; and
- (c) The execution and delivery of this Agreement and the performance of the Agreement will not violate, conflict with, result in a breach of, constitute a default under or be prohibited by, or require any additional approval under, the Representing Party's respective charter, certificate of incorporation, bylaws, or any instrument or agreement to which it is a party or by which it is bound.

10. **Pre-Dispute Arbitration Agreement.**

10.1 **Disclosures.** Any conflicts or controversies that arise under this Agreement between or among any or all of the Parties to this Agreement or their subsidiaries, affiliates, successors, assigns and employees, whether arising before, on, or after the date of this Agreement, shall be resolved through arbitration. The Parties acknowledge the following facts with respect to any such arbitrated resolution of controversy:

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

- (a) 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.
- (b) Arbitration awards are generally final and binding; a Party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the Parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) 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.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

10.2 **Arbitration Panel.** Any arbitration under this Agreement shall be held at the facilities of FINRA and before an arbitration panel appointed by FINRA, or, if the transaction that gives rise to the controversy is effected in another United States market which provides arbitration facilities, at such other facilities. Any arbitration shall be governed by the rules of the organization convening the panel. Arbitration must be commenced by service upon the other Parties of a written demand for arbitration or a written notice

seeking arbitration. The award of at least a majority of the arbitrators shall be final, and judgment upon the award rendered may be entered in any court of competent jurisdiction.

10.3 Class Action. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until either: (a) the class certification is denied; or (b) the class is decertified; or (c) the person 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.

10.4 Service of Process. Customer and ISI hereby expressly agree that service of process in any action pursuant to this Agreement shall be sufficient if served by certified mail, return receipt requested, or by a recognized overnight delivery service that provides proof of delivery, at the addresses provided on the Account Information Form.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written. Customer represents they have been granted authority by the Board of Directors to enter into and execute agreement on behalf of the customer's organization. The signatory authorizing this Agreement represent they have been granted such authority to do son on behalf of the organization.

CU INVESTMENT SOLUTIONS LLC

By: _____

Printed Name: _____

Title: _____

Date Signed: _____, 2016

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 10, BY SIGNING THIS AGREEMENT BELOW, CUSTOMER AND CORPORATE ALSO EACH ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT CONTAINING A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 10.

By: _____

Print Name: _____

Title: _____

Date Signed: _____, 2016