

CLIENT SERVICES AGREEMENT

The ("Client") who has opened an Account with Probity Advisors, Inc. ("Probity"), an investment adviser registered under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), for the purpose of participating in Probity's Wealth Management Service program ("Program"), will be provided with a variety of investment-related services. A description of the services provided and the parties providing those services is set forth in paragraph 1-5 of Section A hereof.

A. SERVICES

1. Investment Advisor Representative Service: Probity's services may be offered through solicitor agreements with third party registered investment advisers ("Introducing RIA") and their network of adviser representatives ("Introducing IAR"). The Introducing IAR is responsible for assisting the Client in the completion and maintenance of account documentation. The Introducing IAR serves as the primary interface between Probity and the Client. The Introducing IAR is compensated for the referral and maintenance of the client relationship as identified in the Fee Disclosure of the client application. Probity and Probity's representatives ("Probity IAR") serve as investment advisors to the Client account. Probity and Introducing RIA are separate legal entities, whose affiliation is limited to that of Solicitor and Advisor to the Client respectively. In the event the Client contracts with Probity directly, there may not be an Introducing IAR or Introducing RIA, and Probity and its representatives and agents undertake the responsibilities of the Introducing IAR and Introducing RIA.

2. Brokerage Services: Probity identifies, recommends and contracts for brokerage services for clients from third party broker-dealers ("Broker"). Broker, together with the Introducing IAR and/or Probity IAR, will obtain the necessary financial, legal and regulatory data from Client to open and maintain a brokerage account for the Client. The information provided by the Client will include a description of the investment objectives and guidelines for the Program account ("Account"), including any investment restrictions posed by Client. Broker will facilitate the operational and administrative activities associated with the Client account and the Broker will accept the instructions of Probity and its agents, subject to the authority granted to Probity by the Client contained herein.

3. Portfolio Management Service: Probity will direct the investment and reinvestment of the assets in the Account in accordance with the information provided by Client. By executing this Agreement, Probity acknowledges and agrees to manage the Account investments in accordance with the investment authority provided by Client.

4. Execution, Clearance and Administrative Services: The Broker contracts for custodial services for the purpose of execution, settlement and accounting of transactions. A third-party custodian ("Custodian") shall administer all purchase and sale orders directed to it by Probity, via Broker, and perform the clearance of such purchase and sale orders. Custodian shall maintain custody of all Account assets and such custodial functions, among other matters, will include 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.

Custodian shall also forward confirmation of each purchase and sale to Client, Broker and Probity. Additionally, Custodian will forward Account statements to Client, Broker and Probity. Custodian will forward an additional copy of Account statements to Introducing IAR and/or Probity IAR for each month in which activity occurs in Client's Account. Custodian will also act as general administrator of Program accounts, which shall include the charging and collection of account fees and the processing, pursuant to Probity's instructions, of deposits to, and withdrawals from, Program accounts.

5. Information Services: Client will be provided with quarterly information reports from Probity, analyzing the performance of Client's Account. Client will receive a monthly statement of positions and transactions from the Custodian. Additionally, the client may be granted access to Probity's website, which contains up-to-date information on the Client Account.

B. APPOINTMENT OF REGISTERED INVESTMENT ADVISOR

Client hereby appoints Probity to manage Client's Account and in connection therewith, to initiate transactions on Client's behalf in accordance with the terms of the trading authorization set forth in section C hereof.

C. DISCRETIONARY TRADING AUTHORIZATION

In connection with Client's appointment of Probity, Client designates Probity as his agent and attorney-in-fact to buy and sell securities or other investments for Client's Account and risk. In all such purchases and sales, Broker and Custodian are authorized to follow Probity's instructions in every respect concerning Client's Account and, except as herein otherwise provided, Probity is authorized to act for Client in the same manner and with the same force and effect as Client might or could do with respect to such purchases and sales, as well as with respect to all other things necessary or incidental thereto including effectuating tenders, exchanges, or redemptions, or other similar actions with respect to securities held in the Account (excluding the voting of proxies). Client may revoke Probity's authority to effect tenders, exchanges, or redemptions, or other similar actions by forwarding written notification of same to Probity. Such revocation will neither impair nor limit any other authority given to Probity pursuant to this section, and such revocation shall not apply to actions taken before Probity's receipt of the notification. Probity, however, will not be obligated to take action or render any advice involving legal action on behalf of Client with respect to securities or other investments held in the Account, or issuers thereof that become the subject of legal notices or proceedings, including bankruptcies or divorce.

Neither Probity nor Probity IAR is authorized to withdraw any money, securities, or property without Client's expressed written consent, unless Probity or Probity IAR is initiating an ACH, wire, or check request directly through Custodian on behalf of Client, and the ACH, wire, or check is issued payable as the Client's account is titled and the check is sent to the Client's address of record. Third party electronic wire requests must be initiated in writing by the Client. Client authorizes Probity to transfer assets between any Client accounts held with Probity at Custodian, subject to applicable limitations and restrictions (e.g. transfers to or among retirement accounts or individual retirement accounts may not be permitted).

Client authorizes Probity in its discretion to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer occurring on the same day for other Probity clients. When transactions are so aggregated, the actual prices applicable to the aggregated transaction will be averaged, and the Account and the accounts of other Probity participating clients will be deemed to have purchased or sold their proportionate shares of the securities involved at the average price so obtained.

Client understands that this authorization enables Probity to make investment decisions on Client's behalf, and to enter appropriate orders with Broker to purchase or sell securities in Client's Account without prior consultation with Client. Client agrees to pay promptly on demand any debit balance due in Client's Account, and to submit promptly upon demand any securities required to be deposited or held in Client's Account. Client hereby ratifies and affirms any and all transactions to be entered by Probity in Client's Account.

Client agrees to indemnify and hold each of Probity, Broker, Custodian, and each of their respective officers, directors, agents, employees and affiliates, harmless from any and all losses, costs, indebtedness and liabilities resulting or arising from any transaction in Client's Account, to the extent that such loss, cost, indebtedness or liability did not result from malfeasance, breach of fiduciary duty, negligence, or violation of applicable law by Probity, Probity IAR, Introducing IAR, Introducing RIA, Broker Dealer, third party, Custodian or such officer, director, agent, employee, or affiliate.

Client Services Agreement (continued on next page)



If the Account is a (a) self-directed account maintained as part of an employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) self-directed brokerage account maintained as part of a tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code (each a "Retirement Account") Client represents and warrants that such Retirement Account's participation in the Program is permitted by the relevant governing instruments of such Retirement Account, and that Client is duly authorized to enter into this Agreement on behalf of such Retirement Account. Client agrees to furnish Broker and/or Probity with such documents as either shall reasonably request with respect to the foregoing. Client further agrees to advise them of any event that might affect this authority or the validity of this Agreement. Client agrees that, if any amendment or other document affects the rights or obligations of Probity, such amendment or other document will be binding on Probity only when agreed to by Probity in writing. Client agrees that Probity will not be liable for any losses, costs or claims suffered or arising out of Client's failure to provide Probity with any documents or information required hereunder. If the Account contains only a part of the assets of the plan or account, Client understands that Probity will have no responsibility for the diversification of the excluded investments, and that Probity will have no duty, responsibility or liability for Client assets that are not in the Account.

If the Retirement Account is maintained under a plan subject to ERISA, Client hereby appoints Probity, and Probity accepts its appointment, as an "investment manager" under ERISA. With respect to all Retirement Accounts that are subject to Title I, Part 4 of ERISA or Section 4975 of the Code, Probity acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and/or Section 4975(e)(3) of the Code, as applicable (but only with respect to the provision of services described in this Agreement), and Probity will perform the services required under this Agreement with respect to such Retirement Accounts in good faith with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Probity represents that it is registered as an investment advisor with the appropriate authorities.

If ERISA, or other applicable law, requires bonding with respect to the assets in a Retirement Account, and if Probity so requests in writing, Client will obtain and maintain at his or her own expense, bonding that satisfies this requirement and covers Probity and Probity's affiliated persons.

With respect to each Retirement Account, Probity has disclosed on Exhibit "A" certain information regarding the services to be provided under this Agreement and the fees and other compensation to be received by Probity, which disclosure is intended to satisfy the requirements of DOL Regulations §2550.408b-2 with respect to ERISA plans, or similar requirements as may apply under applicable law. Client acknowledges receipt of Exhibit "A" and agrees that the information was provided reasonably in advance of entering into this Agreement. Probity will provide additional information as and when required by applicable law.

With respect to investment recommendations made by Probity or its employees with respect to each Retirement Account, Probity has disclosed on Exhibit "B" certain information necessary to satisfy the requirements of the Best Interest Contract Exemption, a class exemption issued by the Department of Labor on April 8, 2016, as may be amended from time to time (the "Exemption"). Client acknowledges receipt of Exhibit "B" and agrees that the information was provided reasonably in advance of entering into this Agreement. Client warrants having reviewed both Exhibit A & B of the CSA, and to the degree this application establishes an account who proceeds derive from an ERISA covered account, the Client acknowledges, to their satisfaction, that the Best Interest standard has been discussed and met. Probity will provide additional information as and when required by the Exemption.

Client understands that Introducing IAR, Introducing RIA, Probity IAR, Probity, Broker, Custodian, and their affiliates (as defined herein) may perform advisory and/or brokerage services for various clients, and that Probity may give advice or take actions for other clients that differ from the advice given or the timing or the nature of any action taken for the Account. In addition, Probity may, but is not obligated to, purchase or sell or recommend for purchase or sale any security that Introducing IAR, Introducing RIA, Probity IAR, Probity, Broker, Custodian, or any of Probity's, Broker's, or Custodian's affiliates may purchase or sell for their own accounts or the account of any other client. Client also understands that cash awaiting investment or reinvestment may be invested in money market funds pursuant to an automatic cash sweep program. The adviser to the money market fund receives a management fee

for its services. (Please see the Funds' prospectus for additional information.)

This authorization is valid only with respect to the Account. It becomes effective on the date that it is accepted and signed by an officer of Probity, and shall continue to remain in full force and effect and be relied upon until terminated in writing and until Broker has received a copy of such written termination notice sent to, or given by, Probity, which writing will be deemed to terminate this Agreement. Revocation of Probity's authority to use discretion will not affect any obligation on Client's part to pay for transactions or fees that were initiated in the Account prior to Broker's receipt of actual notice of authority revocation.

D. NOTICE ON PROXY VOTING

Probity does not accept authority to vote client proxies. Proxies are of economic value, and the Client retains sole authority to act on proxy matters. Clients will receive proxy notifications directly from Custodian or transfer agent.

E. FEES

As a participant in the Program, Client will pay an annualized Asset Management Fee ("Fee") as noted in the Fee Schedule of the account application. The Fee is compensation for the services of the Introducing IAR and Probity rendered in connection with this Program, and does not include Broker's expenses or custodial expenses. Client may be charged custodial service charges in addition to the Fee as outlined in a customer information brochure sent by the custodian. Unless otherwise noted, the Fee is payable quarterly in advance. Management payments are due and will be assessed the first day of each calendar quarter based on the value of the Account assets under management as of the close of business on the last business day of the preceding quarter as valued in good faith. In the event this Agreement is executed at any time other than the first day of the calendar quarter the initial payment is due upon execution and will be assessed pro rata the following quarter along with that quarter's fees. If the Agreement is terminated prior to the end of any quarter, the Fee chargeable for that quarter with respect to Account assets will be prorated based on the number of days during the quarter the assets were held in the Account, with any unearned Fee refunded to the client. Probity has the right to terminate the Agreement upon written notification to Client. Custodian will deliver securities held in the Account as instructed by Client unless Client requests that the Account be liquidated. Client will be entitled to a pro rata refund of any prepaid quarterly fee as described herein.

Client authorizes Custodian to deduct all applicable fees from Client's Account and all such fees will be clearly noted on Client's statements, unless otherwise paid by Client. Notwithstanding the foregoing, only fees attributable to a particular Retirement Account may be deducted from such account.

Client understands that Introducing IAR, Probity and their respective agents, in connection with the performance of their respective services, will share in the Fee payable hereunder.

F. ADDITIONS TO AND WITHDRAWALS FROM THE ACCOUNT

Client may request periodic withdrawals at the time the Account is opened. Client may make additions to the Account at any time. Client may withdraw Account assets on six (6) business days' notice to Probity. In the event withdrawals cause the Account assets' value to fall below Probity's minimum, Client understands this Agreement may be subject to immediate termination. Client understands that the Program is designed as a long-term investment vehicle and that withdrawals of assets may impair the achievement of Client's investment objectives.

G. INVESTMENT MANAGEMENT AGREEMENT

Probity follows an asset allocation investment strategy pursuant to Modern Portfolio Theory, which states that strategic allocation amongst asset classes may provide a higher return at a certain level of overall risk than may otherwise have been achieved through a different investment methodology; however, there can be no assurance that following an asset allocation methodology will produce favorable results. Client provides Probity with pertinent Investment Objective, Risk Tolerance, Investment Goals, Investment Preference, and Cost Basis information with regards to their expectation for the management of the account as stated in this application. Client agrees to notify Probity promptly, in writing, of any change to the information provided by Client, including any change to any written investment objectives, risk tolerance, investment time horizon, and any investment policies,

Client Services Agreement (continued on next page)



guidelines or reasonable restrictions. Client shall provide Probity with additional information as Probity may request from time to time to assist it in managing the Account. Probity shall have no liability for Client's failure to provide Probity with accurate or complete information. This information is used to generate an investor profile which indicates an appropriate asset allocation for the portfolio. Probity is authorized to deviate from the modeled asset allocation in the short and intermediate term investing environment on a discretionary basis according to the current economic and market environment. Deviations may occur periodically, which may result in the over-weighting or under-weighting certain asset classes, security types, sectors, industries and cash and cash equivalents, based on Probity's outlook for short and intermediate term economic and market circumstances; however, the modeled asset allocation will serve as the long-term risk and return objective.

H. LIMITATION OF LIABILITY

Client acknowledges that neither the Introducing IAR, Introducing RIA, Probity IAR, Probity nor their respective agents or employees are agents of Broker, Custodian, third party or any of their affiliates, and that no party shall be liable for any act of omission of another party or their respective agents or employees. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws (or ERISA, if Client is an employee benefit plan subject to ERISA).

Neither Introducing IAR, Introducing RIA, Probity IAR, Probity, Broker, nor Custodian shall have any liability for Client's failure to inform Introducing IAR, Introducing RIA, Probity IAR, Probity, Broker or Custodian, in a timely manner of any material change in Client's financial circumstances that might affect the manner in which Client's assets are invested, or to provide Introducing IAR, Introducing RIA, Probity IAR, Probity, Broker or Custodian with any information as to Client's financial status as Introducing IAR, Introducing RIA, Probity IAR, Probity, Broker or Custodian may reasonably request.

Client recognizes that the recommendations and investment advice provided through this Agreement involve Probity's judgment and that Probity's views regarding the economy, the securities markets, legislative environment, taxation environment or other specialized areas, like all predictions of future events, cannot be guaranteed to be accurate. Client understands that past performance is not a guarantee of future results. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Probity shall not be liable for any action performed or not performed, or for any errors of judgment or mistake in preparing or taking investment actions on behalf of Client, in the absence of malfeasance, breach of fiduciary duty, negligence, or violation of applicable law. Client hereby agrees to indemnify and hold Probity, Probity IAR, Introducing IAR, Introducing RIA, Broker Dealer, third party, Custodian and each of its officers, directors, agents, employees, and affiliates harmless from all loss, cost, indebtedness, and liabilities arising from the investment actions or decisions associated with Account, to the extent that such loss, cost, indebtedness or liability did not result from malfeasance, breach of fiduciary duty, negligence, or violation of applicable law by Probity, such Probity IAR, such Introducing IAR, such Introducing RIA, such Broker Dealer, such third party, such Custodian or such officer, director, agent, employee, or affiliate.

NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT CLIENT MAY HAVE UNDER APPLICABLE STATE OR FEDERAL LAW, INCLUDING WITHOUT LIMITATION THE STATE AND FEDERAL SECURITIES LAWS AND ERISA.

I. ASSIGNMENT/TERMINATION

This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. Client may not assign (as that term is defined under the Advisers Act) his or her rights or delegate his or her obligations under this Agreement, in whole or in part, without prior written consent of Probity. Probity may not assign (as that term is defined under the Advisers Act) this Agreement without Client's consent.

Any party upon written notice to the other parties may terminate this Agreement. If an Account is to be liquidated as the result of a termination notice, it is understood that Probity may take up to two (2) trading days to effect such liquidation following the date the liquidation request was received by Probity. Proceeds will be payable to Client within six (6) trading days of liquidation.

There is no fee assessed as a result of the termination of this Agreement. However, termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination, including the provisions regarding arbitration, which shall survive any expiration or termination. Upon termination, Client shall have the exclusive responsibility to monitor the securities in the Account, and Probity shall have no further obligation to act or advise with respect to those assets.

J. NOTICES

All written notices to any party under this Agreement shall be sent to such party by hand, first class mail, or by certified mail, return receipt requested, at the address set forth in the attached Probity Advisors, Inc. Account Application and below, or such other address as such party may designate in writing to the other. Notice shall be deemed to have been made when delivered by hand, sent by electronic means and/or three (3) days following the deposit of mailed notice with the United States Mail properly addressed and stamped.

**To: Probity Advisors, Inc.
10000 N. Central Expressway, Suite 1326
Dallas, TX 75231**

or info@probityadvisors.com

Client agrees that all electronic notices sent to the electronic mail address set forth in the relevant section of this application will be allowed and will satisfy any obligation for "written notice". Client further agrees that the terms of this agreement may be modified by Probity by providing notice to the client either by written or electronic means. Any modifications shall be deemed to have been accepted by Client five (5) days following the day that notice is made, as defined above.

K. CONSENT TO DUPLICATE STATEMENTS AND INFORMATION SHARING

Client authorizes Probity and Broker to send duplicate copies of all account statements and reports to IAR. Also, Client consents to IAR access to account viewing on-line at Probity's website.

L. GOVERNING LAW

This Agreement shall be controlled, construed, and enforced in accordance with the laws of the State of Texas in a manner consistent with the Advisers Act, as amended, and the rules and regulations of the Securities and Exchange Commission hereunder.

M. DISPUTES

Client and Probity agree to use reasonable efforts to resolve any disputes and disagreements, and, if necessary, agree to submit to mediation (not to exceed 4 hours) to resolve any disputes or disagreements. In the case mediation does not resolve any dispute or disagreement, such controversy or claim including, but not limited to, errors and omissions arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. Each of the parties to this Agreement agrees that the losing party, as decided by the arbitrator, shall bear the expenses of the arbitration proceedings. Any arbitration award of the arbitrators or the majority of them shall be final and binding, and not subject to review or appeal. Judgment upon any arbitration award rendered may be entered in any court having appropriate jurisdiction. This clause does not constitute a waiver of any right provided by the Advisers Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

N. RECEIPT OF WRITTEN INFORMATION AND EFFECTIVENESS OF AGREEMENT

Client acknowledges that Probity directly or through Introducing IAR has provided to Client a copy of Part 2 of Probity's Form ADV, as required by Rule 204-3 under the Advisers Act. Unless Client received said Form ADV Part 2 at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of such cancellation to Probity. In such case, Client shall be responsible for any transactions executed prior to receipt of written notice of cancellation. Client understands the investment approach, related risk factors, and the fees associated with investing in an Account. This Agreement will not take effect until an officer of Probity has accepted the Account.

Client Services Agreement (continued on next page)



O. ANTI-TERRORISM LAWS

1. Client represents and warrants to, and covenants with, Probity that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-45) (the "USA Patriot Act").
2. Client covenants with Probity that neither Client nor any of its respective constituent owners or affiliates is or shall be during the Term hereof a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Probity is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, which is currently located at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above.
3. At any time and from time-to-time during the Term, Client shall deliver to Probity, within 10 days after receipt of a written request therefore, a written certification or such other evidence reasonably acceptable to Probity evidencing and confirming Client's compliance with this Section.

P. MISCELLANEOUS PROVISIONS

1. **1. Caption:** Paragraph headings are for convenience only and have no substantive effect.
2. **2. Entire Agreement/Amendments:** This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but may be altered through a negative response to notice, given a minimum of 30 days response period or in writing signed by the parties. Notwithstanding the foregoing, Broker may substitute clearing companies without the consent of the other parties to this Agreement and Probity may affect the substitution of Broker on the Client's behalf subject to the provisions of a negative response notice.
3. **3. Probity Advisors, Inc. Account Application Information Verification:** By signing this agreement, the Client hereby declares and affirms all of the information provided in the attached Probity Advisors Inc. Account Application to be true and accurate, reflecting the personal information, investment objectives, and risk tolerance of the Client. The Client understands that information provided in the Probity Account Application will be relied upon by Probity to carry out its duties under this Agreement. The Client also understands and affirms an authorization to share information regarding the Client's account with the stated Tax Advisor in this application, as well as understands and affirms the fee schedule pursuant to said application.
4. **4. Authorized Orders and Instructions:** Client authorizes Probity to accept orders and other instructions for this account from any authorized individual or entity. Client retains the responsibility of notifying Probity of any changes to authorized parties or their entitlements. This includes the authority to deliver any or all assets in the account to any authorized individual (personally or otherwise), or according to any authorized individual's instructions. Probity may require approval of other trustees or authorized individuals before acting on any such order or instruction. Probity is not responsible for any claim, loss, expense, or other liability for acting upon any instructions given by the client and/or implementing any transactions.
5. **5. Cost Basis Information:** In order to report cost basis information and performance figures, please attach reports or brokerage statements including accurate and legible cost basis information. Please refer to original purchase confirmations or brokerage statements where the original purchase date and price is listed for each tax lot. If cost basis information is not provided with this application, basis will be assumed to be zero (\$0.00). This information can be modified upon written receipt of accurate cost basis information in the future. Client retains sole responsibility for the accuracy and completeness of the attached information.



EXHIBIT A – RETIREMENT ACCOUNT DISCLOSURES

This Exhibit “A” provides additional information regarding the services and fees prescribed under this Agreement, and this Agreement constitutes the 408(b)(2) disclosure for the Retirement Accounts listed on [Exhibit “A”](#) that are governed by ERISA.

DESCRIPTION OF INFORMATION	REQUIRED DISCLOSURE
Description of services that service provider, affiliate or subcontractor will provide to the Account	See Section A of Client Services Agreement
Statement that service provider, affiliates or subcontractors reasonably expect to provide services as an ERISA fiduciary or registered investment advisor	See Sections C of Client Services Agreement
Description of all direct compensation (aggregate or by service) that service provider, affiliates or subcontractors expect to receive in connection with services, along with description of manner of receipt	See Section E of Client Services Agreement and Platform Fees in Account Application; Solicitor Disclosure as applicable
Description of all indirect compensation that service provider, affiliates or subcontractors expect to receive in connection with services (including identification of services for which indirect compensation is received, identification of payer, description of arrangement between payer and recipient), along with description of manner of receipt	See Section E of Client Services Agreement and Platform Fees in Account Application; Solicitor Disclosure as applicable
Description of all transaction-based compensation or compensation charged directly against plan investments and reflected in net value of investments that will be paid among the service provider, affiliates and subcontractors (including identification of services for which compensation is paid, identification of payers and recipients), along with description of manner of receipt	See Section E of Client Services Agreement and Platform Fees in Account Application; Solicitor Disclosure as applicable
Description of compensation for termination of contract or arrangement and description of how prepaid amounts will be calculated and refunded upon termination, along with description of manner of receipt	See Section I of Client Services Agreement



EXHIBIT B – BEST INTEREST CONTRACT EXEMPTION DISCLOSURES

Services provided by Probity are subject to a level fee based on a percentage of assets under management or a set dollar fee, as described in the Agreement. Effective April 10, 2017, Probity intends to satisfy the requirements of the Best Interest Contract Exemption, a class exemption issued by the Department of Labor on April 8, 2016, as may be amended from time to time (the "Exemption"), for each Retirement Account with respect to recommendations made by Probity to Client that relate to the any of the following:

- 1) a recommendation about the advisability of acquiring, holding, disposing or exchanging of securities or other investment property or a recommendation as to how securities or other investment property should be invested after the securities or other investment property are rolled over, transferred, or distributed from the plan or an individual retirement account ("IRA"); and
- 2) a recommendation regarding the management of securities or other investment property, including a recommendation on investment policies or strategies, portfolio composition, selection of other persons to provide investment advice or investment management services, selection of investment account arrangements (e.g. commission-based brokerage v. fee-based advisory), and recommendations with respect to rollovers, transfers, or distributions from a plan or IRA, including whether, in what amount, in what form, and to what destination such a rollover, transfer or distribution should be made.

Accordingly, Probity hereby acknowledges its fiduciary status with respect to the foregoing recommendations for Client and agrees to adhere to the following standards in making such recommendations:

- 1) When providing investment advice to Client, Probity and its employees will provide investment advice that, at the time of the recommendation, reflects the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk tolerance, financial circumstances, and needs of Client, without regard to the financial or other interests of Probity, its employees, or any other party (whether or not related to Probity) other than Client (referred to herein as the "best interest standard");

2) The recommended transaction will not cause Probity, its employees, or any affiliate or related entity to receive, directly or indirectly, compensation for their services that is in excess of reasonable compensation within the meaning of Section 408(b)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 4975(d)(2) of the Internal Revenue Code of 1986, as amended;

3) Statements by Probity and its employees to Client about the recommended transaction, fees and compensation, material conflicts of interest, and any other matters relevant to Client's investment decisions, will not be materially misleading at the time made.

With respect to each recommendation that involves a rollover from a plan that is governed by ERISA to an IRA, Probity hereby confirms that such rollover complies with the best interest standard, taking into account the following factors:

- 1) Client's alternatives to a rollover (including leaving the money and investment property in such ERISA plan);
- 2) The fees and expenses associated with the ERISA plan, including whether the plan sponsor pays for some or a portion of such fees or expenses;
- 3) The fees and expenses associated with the IRA;
- 4) The different levels of services available under the ERISA plan and the IRA; and
- 5) The different types of investments available under the ERISA plan and the IRA.

With respect to each recommendation that involves a roll over from an existing IRA to another IRA, or a switch from a commission-based account to the level fee arrangement prescribed under this Agreement, Probity hereby confirms that such rollover complies with the best interest standard, taking into account the services to be provided by Probity.