OAKWOOD
CAPITAL SECURITIES

OAKWOOD CAPITAL SECURITIES, INC.
CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is between Oakwood Capital Securities, Inc. (hereinafter referred to as "Oakwood" or "OCS") and ______________________________ ("Client"), (individually a "Party," and collectively, the "Parties"). This Agreement becomes effective on the date in which OCS receives the signed Agreement from the Client and remains in effect until it is terminated in accordance with Item 9 of this Agreement. OCS and the Client agree as follows:

1. **Incorporation of Customer Agreement.** All terms, provisions, and agreements set forth in the customer agreement(s) by and between the Client and any associated third-party (except to the extent expressly modified herein) are hereby incorporated by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the customer agreement, the terms set forth in this Agreement herein shall apply.

2. **Reliance on the Client.** The Client agrees to provide information and/or documentation requested by OCS in furtherance of this Agreement as it pertains to the Client's objectives, needs and goals, and maintains exclusive responsibility to keep OCS informed of any changes regarding the same. The Client acknowledges that OCS cannot adequately perform its services for the Client unless the Client diligently performs their responsibilities under this Agreement. OCS shall not be required to verify any information obtained from the Client, the Client's attorney, accountant, or other professionals, and is expressly authorized to rely thereon. The Client understands that OCS, in the performance of its rights, obligations and duties under this Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation. The Client should promptly update OCS, in writing, on changes to their financial circumstances.

3. **Electronic Delivery.** The Client expressly consents to accept communication of any information and/or documents, including but not limited to OCS' Client Relationship Summary, Privacy Policy, Cybersecurity Policy, disclosures, statements, reports, and all other forms of communication, electronically whether via email, web portal, or other forms of electronic communication. The Client asserts that they are capable of receiving such information electronically and understands that non-public personal information may be sent via email or other electronic media, and that electronic media (including email) may not be as reliable or secure as other forms of communication. The Client may revoke this consent at any time by providing written notice to OCS.

   Unless OCS has reason to believe that delivery of any electronic communications is not effective (i.e., returned emails), OCS is entitled to rely on the information the Client provides as evidence of delivery and OCS is not required to obtain delivery confirmation or a "read receipt." OCS reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. Should the Client have any doubts about the authenticity of an e-mail purportedly sent by OCS, the Client should contact the purported sender immediately. If the Client's email address changes or if the Client no longer has the ability to access email or any related client web portal, the Client must promptly notify OCS in writing and provide updated information or withdraw this consent of electronic delivery.

4. **Liability.** The Client recognizes that to the extent investment recommendations are made by OCS, they are opinions only and that OCS cannot guarantee any level of performance. All investments have a potential risk of loss that the Client must understand and be willing to bear before implementing any recommendations from OCS. The Client acknowledges that past performance of investments recommended by OCS should not be construed as an indication of future results, which may prove to be better or worse than past results. Federal and state securities laws impose liability, under certain circumstances, on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any legal rights granted under common law or federal and state securities laws.

   - OCS will give the Client the benefit of its best judgment and efforts in rendering services under this Agreement to the Client, and the Client agrees as an inducement to OCS' undertaking these services that OCS, its affiliates and their respective principals, officers, directors, members, partners, shareholders, agents and employees (collectively, the "Indemnitees") shall not be liable hereunder for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs, and expenses relating to investigating or defending any demands, charges and claims) (collectively "Losses"); provided, however, that nothing herein shall be deemed to protect or purport to protect an Indemnitee against any liability to the Client to which any such person would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder; provided, however, that nothing herein shall be deemed to constitute a waiver or limitation of any rights that the Client may have against OCS under any federal or state securities laws or Employee Retirement Income Securities Act of 1974, as amended ("ERISA"), even in circumstances where OCS' actions were taken in good faith.

- The Client shall reimburse, indemnify and hold harmless the Indemnitees for, from and against any and all Losses: (i) relating to this Agreement or investments made by the Client according to OCS' recommendations arising out of any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Agreement or any act or omission or alleged act or omission, in each of the foregoing cases on the part of the Client or any of the Client's agents; (ii) arising out of OCS' execution of Client's instructions; or (iii) arising or relating to any demand, charge or claim with respect to an Indemnitee's acts, omissions, transactions, duties, obligations or responsibilities arising pursuant to this Agreement; provided, however, that an Indemnitee shall not be indemnified for Losses resulting by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder. The Client shall advance amounts and/or pay expenses as incurred in connection with the indemnification obligation herein. In the event that this indemnification obligation shall be deemed to be unenforceable, whether in whole or in part, such unenforceable portion shall be stricken or modified so as to give effect to this section to the fullest extent permitted by law.

5. **Arbitration Provision.** This Agreement contains an arbitration clause. By signing an arbitration clause, the Parties agree as follows:

- **All Parties to this Agreement are giving up their right to sue each other in court, including the right to a jury trial, 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 arbitration panel at least twenty (20) days prior to the first scheduled hearing date.**

- **The panel of arbitrators may 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.**

- **No person will bring a putative or certified class action to arbitration, nor seek to enforce any 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: (1) the class certification is denied; (2) the class is decertified; or (3)**

the Client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

- **Client agrees that any controversy between the Parties, including any of their respective officers, directors, employees or agents, arising out of or relating to this Agreement, Client's relationship with OCS, any services provided to Client by OCS, or the Client's use of OCS' services, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of the Financial Industry Regulatory Authority ("FINRA"). If any unsuccessful Party resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that Party shall pay all costs, attorneys' fees, and expenses incurred by the other Party or Parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other Party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.**

6. **Assignment.** The Client may not assign this Agreement or any rights or obligations under this Agreement without first obtaining OCS' prior written consent. OCS may assign, sell, or transfer the Client's account(s) and this Agreement, or any portion thereof, at any time, without Client's prior consent.

7. **Admissibility of Documents in Proceedings.** All documents in any format are considered to be true, complete, valid, authentic, and enforceable records of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Client will not contest the admissibility or enforceability of a copy of the documents in any proceeding arising out of this Agreement.

8. **Governing Law.** This Agreement will be governed by the laws of the State of Minnesota, but not its conflict of law provisions.

9. **Termination.** This Agreement may be terminated, at any time, by either Party, by written notice to the other Party.

By executing this Agreement, the Client and OCS acknowledge and accepts their respective rights, duties, and responsibilities under this Agreement.

Client(s):

Client Signature: ______________________________ Date: ____________________

Client Name: ____

Client Signature: ______________________________ Date: ____________________

Client Name: ____

Oakwood Capital Securities, Inc.

Supervisor Signature: ______________________________ Date: ____________________

Supervisor Name: ____