



SWEEP ACCOUNT SERVICE FORM

Date: 04/30/2021 New Service Modify Delete Service

Customer Name: Broken Arrow Public Schools
Address: 701 S Main St
City: Broken Arrow State: OK Zip: 74011
Tax ID #: 73-6060638
Lead Time Required: N/A

Checking Account Number _____

Investment Account Number _____

Target Balance \$ _____

Fund No. Select One Fund Name Select One

For the Bank's services under the Treasury Management Agreement, the Customer shall pay the Bank a monthly fee, which is the greater of \$25.00 or a monthly fee equal to the annualized rate of 1/4 of 1% of the average daily balance maintained in the Investment Account. The Bank is hereby authorized to deduct this fee from the Account on the first day of each month.

Customer's Initials _____

_____ I have received a prospectus on the above fund.

Special/Modification Instructions: _____

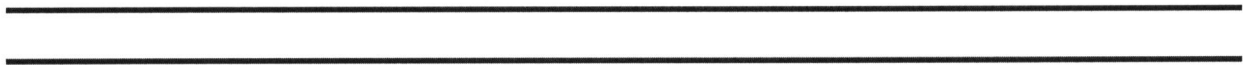
By signing this service form, you concur that you have received a Treasury Management Agreement and agree to the "Generally Applicable Terms and Conditions" of the Agreement, as well as the terms and conditions related to this specific Service.

Company: Broken Arrow Public Schools
Name: _____
Signature: _____
Title: _____
Date: _____

BancFirst
Name: _____
Signature: _____
Title: _____
Date: _____



Treasury Management Agreement



Treasury Management Agreement

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Treasury Management Agreement

I. Introduction

Throughout this document, the terms “you,” “your,” “yours” and “Customer” refers jointly and severally to the party other than BancFirst executing a Service Form or using the services described, and to any owner of the accounts in respect to the services rendered. The term “your account(s)” refers to the account to which services are rendered, regardless of actual ownership of the account. The terms “we,” “our,” “ours,” “us” and “Bank” refer to BancFirst. This document, the Service Forms and any user guides that we provide to you in connection with a particular service are all together referred to as “this Agreement”.

Section II applies to all of the services. Section III contains provisions applicable to specific services. The various parts of Section III apply to you only if you actually use the service described in that part or sign a Service Form for that service. If a provision in Section II relates to the same subject matter as a provision in Section III with regard to particular services and there is a conflict between the two provisions, Section III will control to resolve the conflict.

II. Generally Applicable Terms and Conditions

- A. *Authorized Persons.* We may accept oral and written instructions (including written instructions sent via facsimile or other electronic transmission) from any person(s) designated as “Authorized Persons” in the applicable Service Form, and may also accept instructions from any person authorized to sign on the affected account (“Authorized Signers”). You agree to hold us harmless from any and all costs, suits, expenses, liabilities, damages and attorney’s fees arising from or related to our acting in good faith in accordance with instructions or information that was purportedly faxed or sent electronically by you or your Authorized Persons. We may require further written confirmation of instructions given orally or via facsimile. Unless the applicable Service Form specifically limits the authority of particular persons, each Authorized Person or Authorized Signer, or other persons purporting to be authorized to act on your behalf, give us conflicting instructions, without liability to you or anyone else, we may (1) honor one or more of the instructions, (2) refuse to honor any of the instructions until we receive jointly agreed instructions from all persons who issued conflicting instructions, or (3) turn over to a court for disposition any funds subject to conflicting instructions. You will designate the services to be provided by execution of the respective service form. If you are submitting said request on behalf of other companies in which you or your parent company have majority ownership (“Affiliates”), you must provide evidence satisfactory to us of your authority to authorize the Bank to provide the designated service(s) to the Affiliate, and you represent and warrant that you are authorized to access those accounts and give instructions binding on the Affiliates.
- B. *Service Charges and Taxes.* You agree to pay our fees and charges for the services you use, as disclosed at the time you authorize said services. We may change our fees and charges by giving you 30 days advance written notice of the changes, if you object to the changes you may terminate the services prior to the effective date of the changes. You also agree to pay all taxes or assessments that result from the services provided under this Agreement (except for taxes on our income) and to pay any access or transmission charges, transfer commissions or other direct charges we incur in providing a product or service to you. We may choose to collect these amounts by debiting any of your accounts with us, taking the fees into account in account analysis, and/or billing you.
- C. *Representations.* You represent and warrant to us that (1) if you are not a natural person, you are duly organized and validly existing and in good standing under the laws of Oklahoma, and you have the full power and authority to carry on your business as now conducted and are duly qualified to do business and in good standing in each jurisdiction where qualification is necessary for your business, and you have not commenced any dissolution proceedings; (2) if you conduct business under an assumed business or professional name, you have properly filed assumed name certificates as required by applicable law; and (3) you have obtained all necessary consents to enter into this Agreement and to make it legally binding on you.
- D. *Customer’s Representations and Warranties.* Upon the Bank’s request, you will provide to the Bank financial and credit information in a form acceptable to Bank, and all such financial information which currently has been

and all future financial information which will be provided to the Bank is and will be true and correct in all material respects and fairly represents your financial condition as of the dates the financial information is provided.

- E. *Confidentiality.* If you use our software products to transmit instructions to us or for other purposes, you recognize that we have a proprietary interest in that software, and you agree to keep confidential all software, systems, your records, supporting manuals, procedures, and instructions published or made available to you by us (“Confidential Information”). You agree to disclose the Confidential Information to your employees and agents only on a need-to-know basis, and you agree not to disclose the Confidential Information to anyone else without our prior written consent, except as required by law or as permitted by this Agreement. When your right to use the software product terminates, you must return all Confidential Information to us, together with any reproductions or extracts of the Confidential Information.
- F. *Security.* Some of the services we offer to you require you and any third parties, whom you have designated as Authorized Persons, to implement security measures, as set forth in the Service Forms for those services (“Access Credentials”). We may provide you with one or more Access Credentials to access our Services. We also may provide you with operating procedures and user guides in the specifications in connection with certain Services. You agree to; (1) comply with the specifications and procedures that we provide to you; (2) take all necessary steps to safeguard the confidentiality and security of your Access Credentials, specifications, and any other proprietary property or information we provide to you in connection with the Services; (3) limit access to the Access Credentials to persons who have a need to know such information; (4) closely and regularly monitor the activities of employees who access the services; (5) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (6) immediately change or exchange your Access Credentials (and any password used to access your Access Credentials) if you know or suspect that the confidentiality of the Access Credentials have been compromised in any way. Our security procedures are not designed for the detection of errors (e.g. duplicate payments, or errors in your funds transfer instructions such as beneficiary or amount). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Access Credentials we give you promptly after you are given access to the Services for the first time and disable access to the Services and to all Access Credentials for anyone that is no longer employed or authorized by you to use the Services. You also agree to change on a regular basis any identification numbers, passwords or other items of information that are used as Access Credentials or that are used to access Access Credentials, at any time.

As an alternative to verifying transactions by means of Access Credentials, we may elect to verify the authenticity of content of any order or instruction by placing a call to any Authorized Signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person’s authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes or was generated with your Access Credentials or is otherwise processed by us in accordance with our security procedures.

Your Internal Security. You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software (“Internal Security Controls”) that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively “Internal Security Breaches”). You bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively “Internal Security Losses”). We will not reimburse your Internal Security Losses. You agree that we are authorized to execute, and it is

commercially reasonable for us to execute, any instruction received by us with your Access Credentials. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To protect your system from Internal Security Breaches, your Internal Security Controls should include:

- Limiting and controlling who has access to your computer systems;
- Protecting and frequently changing your passcodes and other online Access Credentials;
- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, e-mail programs, and the like;
- Using effective, up-to-date firewalls;
- Procedures to avoid infection by malicious software, such as; controlling what websites are visited by your computers; controlling the connection of other devices (e.g. flash drives) to your computers; controlling what documents, e-mail attachments, programs and other files are opened or installed on your computers; and limiting which of your computers are used for online banking;
- Reconciling all accounts on a daily basis, and immediately reporting any discrepancies;
- Prohibiting your authorized users from leaving a computer unattended while connected to our system, or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at Internet cafes or airports);
- Allowing Services to be accessed only from a secure location on your premises; and
- Adopting such other recommendations that we may make from time to time to help ensure your safe use of our Services.

This is not a complete listing of the Internal Security Controls that you may need. You are solely responsible for determining and implementing all of the Internal Security Controls necessary to prevent Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Security Losses.

We may at any time limit access to any online banking function to only those customers who have adopted specific Internal Security Controls. Our specification of any required Internal Security Controls shall not constitute a representation or warranty by us that they will (a) prevent any Internal Security Breach or Internal Security Losses, or (b) be compatible with any computer system or other Internal Security Controls.

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for your Internal Security Losses.

- G. *Data Transmission System.* If you use one or more of our proprietary computerized data transmission systems and supporting software, you are bound by the terms and conditions relating to these services in addition to user guides and the terms that relate to the specific services you access by that transmission facility. If you fail to perform according to these terms, we will not be liable for any loss that could have been avoided if you had performed according to such terms.
- H. *Consent to Recording.* We may mechanically record telephone conversations between you, your employees and agents and us, our employees and agents relating to your accounts and treasury management services. You understand, however, that we are not obligated to record any conversation, or to retain any recordings made for any period of time.
- I. *Notices/Electronic Communications.* If this Agreement requires that notices be written, the notices will be effective when received. Notices must be sent to one of the following (unless we specifically instruct you otherwise with respect to particular types of notices): (1) the addresses listed in the Service Form for the service affected, (2) the addresses to which account statements are mailed, or (3) any other addresses (including, without limitation, any electronic address) designated in writing by either you or us to the other. If you provide us with an address that permits electronic communication with you or if you use an electronic means to

communicate with us, including, without limitation, through the Internet, we may deliver information and documents of any nature to you and receive information and documents of any nature from you by electronic means. Notwithstanding the above, we may, without liability to you under this or any Agreement, refuse to act on a value bearing communication that is not authenticated by a commercially reasonable means or to our reasonable satisfaction. You agree that you are responsible for establishing appropriate security procedures to assure that unauthorized persons do not access such information and documents, and you agree that we will not be liable to you if any unauthorized person intercepts electronic communications between us in the absence of our negligence. You agree that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender constitutes written notice, and that we may, at our sole option, rely on such notice without obtaining a manual signature of one of your Authorized Persons.

- J. *Other Rules of the Bank.* Our terms and conditions for Deposit Accounts, as set forth in the Customer Agreements of the Bank, schedules of services and fees, and the Funds Availability Policy (collectively, the "Deposit Rules") apply to each of your accounts and should be considered a part of this Agreement as fully as if the Deposit Rules were set out in this document. To the extent this Agreement conflicts with the Deposit Rules, this Agreement will control.
- K. *Discrepancies/Errors.* You must promptly report in writing any error in connection with any treasury management service and any discrepancy between your records of your orders and requests (including wire, electronic commerce and automated clearing house payment orders) and the notice you receive from us regarding our execution of your orders and requests. You agree that 60 days is a reasonable time for you to notify us of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable agreements or laws provide for a shorter notification time. You agree to provide us with all information we reasonably request in connection with any discrepancy. This paragraph does not modify the Deposit Rules notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a treasury management service.
- L. *Uncontrollable Events.* No Party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of that party include, without limitation: any failure or interruption of any electronic communication system between you and us, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution. We are not responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, National Automated Clearing House Association, any regional or local automated clearinghouse, or any other third party.
- M. *Indemnification/Limitation of Liability.* You agree to indemnify and hold us, our affiliates, and our and their respective officers, directors, agents and employees (collectively, the "Bank Parties") harmless from and against any and all loss, liability and expense (including reasonable attorney's fees) arising from the services performed by any of the Bank Parties in connection with this Agreement, except for those losses caused directly by our failure to exercise ordinary care or to act in good faith. To the maximum extent permitted by law, you agree that the Bank Parties will be limited to correcting errors caused by the Bank Parties. You and we agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. **THE BANK PARTIES WILL NEVER BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT ANY OF THE BANK PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, AND DISCLAIM ANY IMPLIED WARRANTIES, AS TO THE FITNESS, MERCHANTABILITY OR SUITABILITY OF ANY OF THE SERVICES OR SOFTWARE PRODUCTS FOR YOU, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE.**

- N. *Internet Gambling.* Your accounts cannot be used in connection with betting or wagering or in connection with accepting payments from another person related to unlawful Internet gambling as defined by the Unlawful Internet Gambling Enforcement Act
- O. *Amendment.* We may amend or supplement this Agreement by giving you 30 days written notice of the amendment or supplement. If the change is required by law, regulations or applicable clearing house rules, or if we determine in our sole discretion that the change is necessary for the security of your accounts or the security or integrity of the systems used by us in performing treasury management services, we may amend or supplement this Agreement by giving you notice promptly after the change. If the change is unacceptable to you, you may terminate this Agreement by written notice to us prior to the effective date of the change (or within 10 days after receiving notice of any change for which prior notice is not required). You may change this Agreement only by a written Agreement signed by us setting forth the changes.
- P. *Termination.* Either you or we may terminate this Agreement or the portion relating to any particular product or service by giving 30 days written notice to the other party. All provisions relating to indemnification, limitations of liability, and Confidential Information will survive termination. We may also terminate all or part of this Agreement immediately and without prior notice if; (1) you fail to maintain adequate available balances in your accounts or fail to pay any overdraft of any kind, no matter how the overdraft was created (unless the overdraft was created solely by our error); (2) you violate this Agreement or any loan, credit, letter of credit or other financing agreement under which you are a debtor or account party (whether with us or any other creditor); (3) you fail to provide financial information that we reasonably request; (4) a material adverse change occurs in your financial or business condition; (5) you make general assignment for the benefit of creditors or become a debtor in any bankruptcy, voluntary or involuntary or other insolvency or liquidation proceeding of any kind; (6) we determine that it has become impracticable for us to perform under this Agreement because of changes in applicable laws, regulations, or clearing house rules
- Q. *Third Party Vendors.* In the normal course of our business, we may engage certain third party vendors to provide or assist in providing all or part of certain services. We have no obligation to specifically disclose the existence of these arrangements to you or to obtain your consent to these arrangements unless the third party is engaged solely for the purpose of serving your specific business
- R. *Governing Law/Venue.* This Agreement is governed by, and should be interpreted under Oklahoma law. Oklahoma County, Oklahoma is the place of performance of this Agreement and is proper venue for any action or proceeding relating to this Agreement, whether such action is in contract, tort, or otherwise. You may be served with process by certified or registered mail, return receipt requested, at your notice address under this Agreement, or in any other manner permitted by law. The prevailing party in any suit related to a claim under this Agreement will be entitled to legal costs, including reasonable attorney's fees.
- S. *Arbitration.* Unless prohibited by applicable law, either you or we may request (either before or after judicial proceedings have commenced), that any controversy or claim relating to treasury management services be settled by mandatory and binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). In that case, all statutes of limitation that would otherwise apply will continue to apply, and the arbitration will be conducted in Oklahoma County, Oklahoma by a single arbitrator (or by 3 arbitrators if the amount in controversy exceeds \$1 million). The arbitrator(s) may (1) order discovery to be conducted in accordance with the Federal Rules of Civil Procedure, and (2) make summary rulings such as summary judgments and orders of dismissal after a party submits a motion to dismiss. Any arbitration award will be final and binding. This Agreement to arbitration does not prevent us from exercising self-help remedies such as setoff, or from foreclosing any lien or security interest we may have, or from obtaining emergency court relief where it would otherwise be available. Controversies or claims involving automated clearing house/electronic commerce services will be settled by arbitration in accordance with the National Automated Clearing House Association arbitration procedures.
- T. *Miscellaneous.* If any provision of this Agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never part of it, and the balance of the Agreement will be enforceable. If we waive your failure to comply with this Agreement in certain circumstances, that waiver will not be deemed a waiver of any other breaches of the same or different

provisions of the Agreements between you and us. All waivers must be written. All headings in this Agreement and Service Forms are for convenience only and should not be considered in interpreting the Agreements. All pronouns should be construed to include masculine, feminine and neuter forms. You agree to execute any additional documents and provide any information that we reasonably request with regard to Treasury Management Services.

- U. *Limited Use.* You may use the Software, the Transaction Capabilities, and otherwise access the account information only (a) for as long as this section of this Agreement is in effect, (b) for your own business use, and (c) in accordance with the terms of this Agreement, the Software License, and the Service Forms. All trademarks, trade names, service marks, copyrights, programs, software, specifications, systems designs, applications, routines, sub-routines, techniques, enhancements, documentation, manuals, ideas and formulas used, developed or provided by us or otherwise in connection with this Agreement are proprietary property, will remain the sole property of the rightful owner (whether Bank or a third party), and you have no ownership interest in them. You agree not to disclose any proprietary or other confidential information to any third party.

- V. *Entire Agreement.* This Agreement, including the Service Forms, constitutes the entire Agreement between you and us regarding the described Treasury Management Services; it supersedes all proposals and prior Agreements and all oral discussions relating to the subjects covered by this Agreement; and it may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten oral agreements between you and us.

III. Services

- A. *Funds Transfer and ACH Services.* We provide automated clearing house (“ACH”) and wire transfer services to meet the funds transfer needs of our clients. The following terms, as well as the Service Forms and any other referenced Agreements, apply to these services. In this section, we refer to requests to transfer funds to or from your accounts via wire transfer, ACH or the other methods described in this section as “payment orders”
1. *Incorporation of Certain Other Agreements and Documents.* Funds transfer services are subject to the Operating Bulletins and Circulars of the Federal Reserve Bank of Kansas City. You also must comply with the procedures and requirements outlined in the Service Forms for these services, as modified from time to time.
 - a. *Wire Transfer.* Unless the Bank is the beneficiary’s bank, we will transmit all domestic and international wire transfer payment orders through the Federal Reserve Bank, and those payment orders will be governed by subpart B of Regulation J (12 CFR 210.25, et seq.).
 - b. *ACH.* Unless the Bank is the beneficiary’s bank, we will transmit all ACH credit and debit entries through the Federal Reserve Bank. All ACH entries will be governed by the NACHA rules and any amendments to those rules (the “NACHA” Rules) and the rules of the applicable ACH operator (together within the NACHA Rules, the “Applicable Rules”). You agree to comply with the Applicable Rules. We will provide you upon request for a fee a copy of the Applicable Rules. We will provide you electronic notice and access to all amendments to the Applicable Rules within a reasonable time after they become known to us.
 2. *Issuance of Payment Orders.* You may issue payment orders for wire transfers from your accounts with us electronically or in writing, as set forth in the Service Forms. ACH payment orders must be issued electronically. You authorize us to comply with those payment orders. We will only receive and process payment orders on our funds transfer business days, and within our established cutoff hours. We have the right to accept or reject payment orders, and we may hold or reject payment orders for many reasons, including your failure to have an available balance in your Settlement Account (hereinafter defined) that is sufficient for the requested transaction. We will not be liable for failure to detect errors in the beneficiary or amount of payment orders, or the existence of duplicate payment orders.
 - a. *ACH.* By initiating each ACH debit and credit entry, you represent to us that; (1) you have obtained the authorization of your customer/employee/third party (“Receiver”); (2) if you are not the owner of the affected account, you have obtained the authorization of the owner of the account, and (3) you have complied with the Applicable Rules and the Service Form with the respect to the entry. Additionally, you make each of the representations and warranties of a Receiver and an Originator under the Applicable Rules, as applicable, and you give us each warranty that the Applicable Rules require us to make to any other party involved in a transaction. Further, if you initiate any ACH debit governed by the Electronic Funds Transfer Act of 1978, Federal Reserve Regulation E, or other laws or regulations governing the initiation of preauthorized electronic debits, you warrant that you have fully complied with all applicable requirements, and you agree that you are solely responsible for compliance.
 - b. *ACH and Wires.* As the Originator you hereby represent and warrant to us, as Originating Depository Financial Institution (“ODFI”), that at no time will you be acting on behalf of, or transmitting funds to or from, any blocked party subject to OFAC-enforced sanctions. It shall further be your responsibility to obtain the applicable information regarding such OFAC enforced sanctions.
 3. *Execution of Payment Orders.* We may determine the order in which we handle payment orders that we receive from our customers. ACH credit or debit entries may be transmitted by any means we deem appropriate.
 - a. *Name/Identifying Number Inconsistencies.* In executing a payment order (including incoming payments), we and other banks involved in the transfer may rely on the identifying number

(e.g., transit routing number and/or account number) of any beneficiary, intermediary bank, receiver, beneficiary's bank, or receiving depository financial institution ("RDFI") as instructed in the payment order, even if that number identifies a person different from the named beneficiary, intermediary bank, receiver, beneficiary's bank or RDFI. You assume full responsibility for any inconsistency between the name and the identifying number of any credit party.

4. *ACH Discrepancies/Errors.* In addition to the general notification requirements regarding discrepancies and errors, you must notify us within five business days after the designated settlement date if you discover that any ACH entry you initiated was in error. After you notify us of the error, you may initiate a reversal entry in accordance with the Applicable Rules, but we cannot guarantee that the funds transferred by the erroneous entry will be returned to you.
5. *Settlement.* The Service Forms designate a demand deposit account (the "Settlement Account") at Bank which will be used for ACH and wire transfer transactions initiated by you. You authorize us to debit and credit your Settlement Account in connection with those transactions (including but not limited to rejected, returned or erroneous payment orders), and you authorize any affiliate bank holding a settlement account to honor our instructions with respect to the Settlement Account. You agree to have sufficient available balances in your Settlement Account to cover the amount of each day's payment orders, and you agree not to submit payment orders that exceed the available balances in the Settlement Account.
 - a. *ACH Only.* If you use our ACH services, we may at any time in our sole discretion require you to maintain available balances in your Settlement Account in a minimum amount determined by us. We may at any time offset or debit the Settlement Account for any amounts you owe to us, whether related to ACH services or otherwise. You must maintain the Settlement Account for at least 60 days after ACH services terminate.
 - b. *Agent Accounts.* In this subsection only, the terms "you" and "your" refer to an entity that initiates ACH or wire transactions with respect to an account of which it is not the owner. If you initiate ACH or wire transactions with respect to an account of which you are not the owner, you agree to maintain an account with us in your own name, and you agree that you will be liable to us for, and we may at any time offset or debit that account for, any amount owed to us in connection with an ACH or wire transaction you initiated if the Settlement Account does not have sufficient available balances to cover the amount of each day's payment orders, or if for any reason we are unable to debit the Settlement Account in respect of the payment orders. We may require you to maintain available balances in your account determined by us. You must maintain your account for at least 60 days after your ability to initiate ACH services terminates.
 - c. *Other Accounts.* If you instruct us to initiate ACH or wire transactions for payments to accounts of which you are not the owner and which are zero balance accounts, and such payments cause your account to be overdrawn, we have the right to return checks on any or all of the accounts receiving your payment order, in the order we determine. You agree to indemnify and hold us harmless from any claim asserted against us by the owners of the accounts receiving your payments. Further, any account owner receiving payments who is our client, agrees not to assert any claim against us and agrees to indemnify and hold us harmless from any third party claim asserted against us based on actions taken as provided for in this paragraph.
6. *Problems with ACH.* If we notify you that your ACH input is unreadable or unprocessable, you must provide us with a replacement input file at least one day before the scheduled settlement. If you are unable to provide a timely processable replacement file, we will advise you of other available recovery options. If we are generally unable to process your ACH input in a manner satisfactory to us because of a high error or rejection rate or for other reasons, we have the option either to terminate ACH service immediately or to work with you to correct the problems. We may deduct any returned or rejected entries from either the Settlement Account or any of your other accounts at the Bank. Our only duties in connection with entries that are returned or rejected by any ACH association or any receiving depository financial institution are those set out in the Applicable Rules and applicable law.

7. *ACH Entries Processed Through Vendors.* You may elect to transmit your ACH entries to us using the services of a vendor acceptable to us, in which case you authorize us to follow the instructions of the vendor indicated on the Service Form to the same extent and under the same conditions as would apply if the instructions came directly from you. You remain responsible for complying with all Applicable Rules and maintaining sufficient records of your entries to permit resolution of questions about errors and discrepancies. You also authorize us to notify the vendor, as your agent, of any problems with your ACH input, and to provide the vendor with information necessary to permit the vendor to perform the services indicated on the Service Form. You agree to provide the vendor with copies of the Applicable Rules.
 - a. *Vendor Errors/Failures.* We are not liable to you for errors in execution made by the vendor, or for our inability to process your ACH entries because of vendor computer or software failures.
 - b. *Vendor Fees and Charges.* You agree to pay or reimburse us, upon demand, for any vendor fees or charges assessed against us by the vendor in connection with the services that you use.
 - c. *Substitution of Vendor.* If you wish to change vendors, you must notify us at least 30 days prior to the effective date of the change, and we must approve of the new vendor. We may require the new vendor to sign certain agreements with us as a condition of our approval.
8. *Other Agreements.* In the event that an Originator uses a Third Party Service Provider (as such terms are defined in the NACHA Rules) to facilitate ACH transfers from, or to the Originator, through us, the Originator and Third Party Service Provider shall have entered into appropriate agreements, subject to review and approval by us in the exercise of our absolute discretion, in which:
 - a. The Third Party Service Provider shall agree (1) to be bound by the NACHA Rules in effect from time to time (2) that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and (3) that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Third Party Service Provider, and
 - b. The Originator shall agree (1) to assume the responsibilities of an Originator under the NACHA Rules (2) that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and (3) that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Originator or Third Party Service Provider for its benefit.

In any event, such agreements shall provide that we are a third party beneficiary thereto. After review of such agreements by us, if we believe that such agreements are inadequate to (1) evidence the relationship of the parties; (2) provide for the parties' agreement to be bound by the NACHA Rules; or (3) provide for adequate indemnity of us against any losses that arise as a result of ACH transfers initiated by the Originator through the use of a Third Party Service Provider or by the Third Party Service Provider for the benefit of an Originator, we shall require, and the party entering into this relationship with us shall cause, the Originator and the Third Party Service Provider to enter into our form of Third Party Processor Agreement.

9. *Warranties.* Any time you utilize an ACH Service, you make warranties to us that you have obtained appropriate authorizations from the Bank and each Receiver and that your entries conform to such authorizations. With Respect to IAT, CTX, and CCD entries, you have an agreement with the Receiver to be bound by the NACHA Rules in place from time to time. You make the same warranties to us that we are deemed to make under NACHA Rules Sections governing "Warranties and Liabilities of Originating Depository Financial Institutions", ODFI Warranties on Destroyed Check Entries ("XCK"); ODFI Warranties on Re-presented Check Entries ("RCK"); ODFI Warranties on Accounts Receivable Entries ("ARK"); Internet-Initiated Entries ("WEB"); ODFI Warranties on Telephone-Initiated Warranties ("TEL") and ODFI warranties with respect to International entries ("IAT"). With respect to Point of Purchase ("POP") Entries, you warrant that the source document provided to you for use in obtaining the Receiver's routing number, account number, and check serial number is (1) returned voided to the Receiver after use by you, and (2) has not been provided by the Receiver for use in any prior POP entry.
10. *Foreign Transfers.* If your Payment Order involves a foreign transfer, we may execute the Payment Order in the currency of the country of the payee's institution. If the transfer is returned for any

reason, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Foreign transfers may be subject to delays and changes in foreign currency exchange rates. Fees imposed by intermediary banks may be deducted from the amount of your Order. A portion of those charges may be shared with us.

11. *Transaction Limits and Safeguards.* You agree not to: (a) exceed the transaction limits we establish from time to time for your account or any Service; (b) allow anyone to initiate Payment Orders without proper supervision and adequate safeguards; or (c) submit ACH debit Payment Orders for Standard Entry Class transactions without prior written consent from the Bank. You will regularly audit the actions of your employees, agents, and authorized users of the Service.
 12. *Miscellaneous.* When you initiate an ACH credit entry, and when you receive a credit to your account via ACH, that credit is provisional until the RDFI has received final settlement through the Federal Reserve Bank or otherwise has received payment as provided for in Article 4A of the Uniform Commercial Code, as amended from time to time. If the RDFI does not receive payment for the entry, the RDFI is entitled to a refund from the receiver in the amount of the credit to the receiver's account, and you will not be considered to have paid the amount of the credit entry to the receiver. The NACHA Rules do not require the RDFI to provide the receiver with the notice that the RDFI has received the entry unless the RDFI has agreed to do so.
- B. Lockbox Services.* If you execute a Lockbox Service Form, we will perform lockbox processing services for you in accordance with the options you have selected in the Lockbox Service Form. Lockbox processing includes opening envelopes and handling check and other evidences of payment ("Checks") and accompanying documents delivered to your lockbox(es), endorsing Checks as we determine is necessary, submitting Checks for payment by paying banks and drawees, crediting your designated account with proceeds of Checks, returning or forwarding Checks that your Service Form indicates are not acceptable to you, and adjusting account balances if errors occur or Checks are returned unpaid.
1. *Restrictive Endorsements.* We will process and deposit all Checks bearing restrictive notations or endorsements, including but not limited to "payment in full," "balance on account," or "final settlement," unless your Service Form indicates that you want us to forward such Checks to you. In that case, we will use reasonable efforts to identify Checks with restrictive endorsements or notations (but we will not examine the reverse side of any Checks for restrictive notations). However, we will not be liable to you if we process and deposit those Checks.
 2. *Returned Checks.* If any Check is returned to us unpaid for any reason we will charge back that check against your account, and we will charge your account our fee for returned Checks (unless the Service Form instructs us to take these charges into account in account analysis or to do otherwise). We will forward the returned Checks, if available, along with the debit advice, to you.
 3. *Foreign Checks.* We will handle Checks drawn in foreign currency or on foreign bank offices on an individual collection basis only. You bear all the risk of any fluctuation in exchange rates. We will charge your account our standard fees for foreign collections (or take these charges into account in account analysis if the Service Form specifies).
 4. *Checks Payable to Third Parties.* If your Service Form indicates that you want to process Checks payable singularly or jointly to a person or entity other than you ("Third Party"), you represent and warrant to us that you have the authority and right to receive and control all Checks received in the lockbox, including Third Party Checks, and their proceeds. This representation and warranty extends to all acceptable payees under the Service Form. You authorize us to endorse each check in the name of the Third Party as necessary for negotiations. You must promptly provide us with evidence of your authority to receive and control Third Party Checks at any time that we request that evidence.
 5. *Remittance Information.* You may indicate on your Service Form that you want us to provide copies or images of the Items deposited into your lockbox account, together with accompanying invoices and other correspondence, through the media (the "Delivery Media") and at the intervals specified on your Service Form.
 - a. *Original Remittance Items.* We will process your original remittance items (other than Checks) as you specify in the Service Form. We will not be liable to you or anyone else

because an original remittance item is destroyed or unavailable if we have acted in accordance with this subsection of this Agreement and your instructions in the Service Form.

- b. *Accuracy of Information.* The information delivered to you through the Delivery Media will be the same as the information in the data entry file provided to you for the applicable time period. If the data entry file contains errors those errors will also occur on the Delivery Media. If the Delivery Media does not include all data in the data entry file we will correct the information on the Delivery Media at no additional cost to you.
 - c. *Legibility of Images.* We will provide images that are as legible as possible given the legibility of the underlying remittance items and your selected Delivery Media. We have no liability or responsibility for the condition of the original remittance items provided to us, and we reserve the right to review and approve sample remittance items for legibility prior to agreeing to provide this service to you. It is your responsibility to review the copies or images of the remittance items obtained through the Delivery Media and to promptly notify us of any items that are not clear on the Delivery Media image. If we determine, in our reasonable discretion, that the image quality of any particular information should be clearer based on the legibility of the underlying remittance items, we will deliver a new version of the images of the same remittance items through the Delivery Media at no additional cost to you.
- C. *Controlled Disbursement Service.* Controlled Disbursement Service (“CDS”) allows you to write checks and drafts on your demand deposit account (the “Disbursement Account”) at a bank designated in the Service Form (the “Disbursement Bank”), and to fund payment of those checks and drafts from a demand deposit account at Bank as designated in the Service Form (the “Funding Account”).
1. *Authority of Bank.* Except as otherwise specifically set forth in this Agreement, BancFirst shall assume and carry out all obligations, duties, and responsibilities of the Disbursement Bank in connection with, or arising out of the disbursement account including, without limitation, the returning of overdrafts, the processing of checks, the handling of checks bearing unauthorized or forged signatures, forged endorsements, and the like. In this connection, and as a condition to Disbursement Bank’s participation hereunder, each customer participating in the CDS program shall agree that BancFirst, and not the Disbursement Bank, shall be solely responsible to such customer for carrying out all of the obligations, duties, and responsibilities which are connected with or arise out of the CDS account.
 2. *Authority of Disbursement Bank.* Disbursement Bank will act as your agent to perform or to assist us in performing actions appropriate to carry out the purposes of controlled disbursement services, including requesting that we transfer amounts from the Funding Accounts to the Disbursement Account by any means acceptable to us and Disbursement Bank. Disbursement Bank may rely on our instructions regarding a Disbursement Account and may pay items drawn against the Disbursement Account pursuant to our instructions.
 3. *Maintenance of Availability of Available Balances.* On the same Business Day on which the Bank is notified by the Payee Bank, or its subcontractors of the amount of daily disbursements from the Customer’s Controlled Disbursement Account, the Bank will provide notice to the Customer of the Daily Disbursement clearing through the Disbursement Bank. The Customer will ensure that an amount in collected funds equal to the Daily Disbursements is in the Customer’s Controlled Disbursement Account. The Bank may at its own discretion elect to pay the daily disbursement with uncollected funds from the Customer’s Controlled Disbursement Account. If the Disbursement Bank receives any item as direct presentment against the Customer’s Disbursement Account, the Disbursement Bank shall promptly notify the Bank who may, at its own discretion notify the Customer of such presentment. The total amount of the direct presentment will be deposited in collected funds, to the Customer’s Disbursement Account on the same day as the direct presentment.
 4. *Adjustments.* Both we and the Disbursement Bank rely on information from third parties to report to you the daily disbursement amount. Differences in the reported clearing totals and the actual totals are identified the morning of the next business day. If the reported clearing totals that we receive from third parties are inaccurate on the funding day, the Disbursement Account will not show a zero balance on the next day unless we initiate a funds transfer to the Disbursement Account from our own funds or the Disbursement Bank returns unpaid a sufficient number of checks to avoid an overdraft in the

Disbursement Account. You authorize us to debit the Funding Account (or any of your other accounts at Bank) in an amount sufficient to reimburse us, for any advances we make to cover items paid or withdrawals made against insufficient available funds in the Disbursement Account.

5. *Use of Other Services for Controlled Disbursement Accounts.* If you use any of the other described treasury management services in connection with your Disbursement Account, you understand that we will act as the Disbursement Bank's agent in performing the services, and all of your communication will be with us. You authorize us to act on your behalf in instructing the Disbursement Bank, and you authorize Disbursement Bank to act on our instructions with respect to your Disbursement Account. In each case where you have agreed to hold us harmless or to indemnify Disbursement Bank, you agree that if we would not be liable to you in a given situation, Disbursement Bank will not be liable to you either.
- D. *Positive Pay Service.* We offer a service that allows you to provide us with information regarding ACH debits and credits, checks and other debit items ("Items") issued or authorized by you against your accounts with us, including Item number and amount ("Item Issue Information"), which we can then compare against Items that we receive for payment against your accounts.
1. *Item Issue Information Requirement.* This service does not become effective and our obligations do not begin unless and until we actually receive the first Item Issue Information transmission. You must provide Item Issue Information to us via electronic transmission by the deadline specified in the Service Forms (the "Information Deadline") each business day. We may also, at our sole option, elect to accept Item Issue Information in written form via facsimile from time to time. If we accept Item Issue Information in written form via facsimile from time to time that does not obligate us to accept Item Issue Information in written form via facsimile in the future. If we accept Item Issue Information after the Information Deadline, that does not obligate us to accept late Item Issue Information in the future.
 2. *Bank Review of Item Issue Information.* We will review all Items presented to us for payment against all Item Issue Information that is in our files as of the Information Deadline on the previous business day. You agree that if the Item number and amount on an Item conform to the Item Issue Information, then we may consider that Item properly issued and authorized, and we may pay the Item without contacting you. You agree that if we act in accordance with this Agreement in paying the Items, we will be deemed to have exercised ordinary care.
 3. *Suspect Items.* If we find that an Item is inconsistent with the Item Issue Information you provide to us (a "Suspect Item"), we will notify you by Email of the suspect items. You must instruct us by the decision deadline specified in the Service Forms (the "Decision Deadline") via the positive pay system's electronic decisioning tool as to whether to pay or stop payment on each Suspect Item (the "Instructions"). If you fail to provide Instructions by the Decision Deadline, we will either pay or return the Suspect Item, as you designate in the Service Form. We will not be liable to you or anyone else if we refuse to pay Suspect Item presented at our teller lines.
 - a. *Late Instructions.* If you miss the Decision Deadline but belatedly provide Instructions to stop payment on certain Suspect Items, we may elect to attempt to return the Items unpaid; however, the presenting bank may not be obligated to honor the return. If the presenting bank fails to honor the return, you must immediately reimburse us for the amount of the Item, and you agree to indemnify us and hold us harmless from any costs, suits, expenses, liabilities, damages and attorney's fees related to return of the Item.
 - b. *Excessive Suspect Items.* If we determine that there appear to be an excessive number of Suspect Items on a particular business day, we may contact you so that we can jointly determine how you can provide us with Instructions to pay or return the Suspect Item(s), and we will be entitled to rely on your Instructions without further review of the Item(s). If for any reason you instruct us to suspend positive pay services and pay all Items presented at our teller lines, you agree that we will have exercised ordinary care in following your Instructions and paying Items without review of Item Issue Information, and we will not be liable to you for paying any fraudulent Item during the suspension of teller line positive pay services.

E. *Electronic Stop Payment.* We offer you the ability to electronically place stop payment orders against Items drawn on your accounts at the Bank. If we provide you with access to software that will permit you to place electronic stop payment orders, you agree as follows:

1. *Instructions.* All stop payment instructions must comply with the Bank's Customer Agreements and must describe the Item by MICR encoded serial number (i.e. check number) and the face amount if the Item, and we must receive the instructions in sufficient time to allow us to act on the instructions prior to payment of the Item in the normal course of business. 2. *Bank Liability for Payment of Items.* After you have provided to us stop payment instructions, if we pay an Item as a result of our failure to exercise ordinary care or to act in good faith, our liability to you will not exceed the face amount of the Item. You agree that we will not be deemed to have failed to exercise ordinary care if (1) you fail to comply with this Agreement or the Bank's Customer Agreements; (2) your description of the Item is inaccurate or incomplete; or (3) we do not receive the stop payment instructions in sufficient time to allow us to act on your instructions prior to payment of the Item in the ordinary course of business. 3. *Duration of Stop Payment Instructions.* Electronic stop payment instructions are effective for a period of six months from the date we receive the instructions. You may renew the instructions for an additional six-month period by issuing additional electronic stop payment instructions at the end of the initial six-month period. The provisions concerning stop payments in the Deposit Rules govern all other stop payment instructions.

F. *Information Reporting.* We offer electronic cash management and information services, available by direct transmission to you or by using a personal computer and certain software. If we provide you with access to our cash management and information reporting software (the "Software"), or if we provide you with another means of electronic access to information about your accounts or the ability to initiate transactions or transmit instructions with respect to your accounts ("Transaction Capabilities"), the following provisions apply.

1. *Software.* Any Software distributed to you will be transmitted electronically on a non-exclusive basis in object code form. The Bank will furnish a statement describing the minimum operating requirements for the Software. You must determine whether the Software is compatible with one or more of the personal computers and operating systems. When the Software is distributed to you, you will be granted a non-exclusive, non-transferrable license to use the Software (the "Software License"), and by using the Software you agree to comply with all of the terms and conditions of the Software License. If the Software License terminates, your rights and our obligations with respect to the Software will terminate immediately without prior notice to you, but your obligations not to disclose Confidential Information will remain in effect.
2. *Bank's Obligations.* We will transmit all appropriate financial data within our control that is necessary for you to use the Software for the purposes for which it is designed or to have Transaction Capabilities, and will act on appropriate instructions received from you in connection with the Software and Transaction Capabilities. We make no representations or warranties regarding the accuracy of any information you receive while using the Software, Transaction Capabilities, or otherwise accessing information about accounts, and we will not be liable if you receive inaccurate information, unless we have been grossly negligent or engaged in willful misconduct in making available the information.

G. *Sweep Accounts.* We offer the ability to invest funds automatically utilizing our Sweep Account Service. If you elect to participate in this service by executing the applicable Service Form, the Customer hereby authorizes the Bank to process securities sweep purchase and sale transactions in shares of the mutual fund designated in the Service Form in accordance with the terms of this Agreement. Bank shall have the authority to charge or credit Customer's Bank account ("Investment Account") for any purchases, sales, or other debits and credits using the account listed on the Service Form at the Bank.

1. *Target Balance.* The Investment Account shall have a target balance in collected funds as listed in the Service Form ("Target Balance"), which the Bank, as agent for the Customer, shall seek to maintain as outlined below. The Target Balance may be adjusted from time to time upon mutual agreement by the Customer and the Bank by amending the Service Form.
2. *Review of Account.* Following the initial deposit to a new Investment Account, or the designation made herein of an existing account as the Investment Account, the Bank shall review the balance of collected funds in the account ("Actual Balance") at the end of each business day.

3. *Transfers.* If, upon review of the Investment Account as described in subparagraph (2) above, the Bank determines that the Investment Account has a collected balance in excess of the Target Balance, the bank shall, acting solely as the Customer's agent, transfer from the Investment Account, an amount of funds equal to the excess of the Collected Balance over the Target Balance. The Bank shall, as the Customer's agent, invest the same in shares of the mutual fund designated above without recourse to the Bank. If, upon review of the Investment Account as described in subparagraph (2) above, the Bank determines that the Investment Account has a Collected Balance of less than the Target Balance, the Bank shall, acting solely as the Customer's agent, redeem shares of the mutual funds designated above and owned by the Customer, in a dollar amount equal to the excess of the Target Balance and shall deposit such amount in the Investment Account. Though the Checking Account and Investment Account statements will show the funds transferred at the end of each banking day, the actual purchase or redemption of mutual fund shares occurs the next banking day. Until the transfer is executed, the funds are deposits of the bank and covered by FDIC insurance.
4. *Appointment as Agent.* The Customer hereby appoints the Bank, and such of the Bank's officers and representatives as the Bank may designate, as the Customer's agent for purposes of conducting all banking administrative functions in connection with Investment Account reviews, sweeps and other actions authorized in this paragraph 2.
5. *Fees and Charges.* For the Bank's services under this Agreement, the Customer shall pay the Bank a monthly fee as described in the Service Form. The Bank is hereby authorized to deduct this fee from the Investment Account on the first day of each month. The Bank may also receive shareholder servicing and other administrative fees with respect to the Customer's shares of the mutual funds from such funds, their distributors or investment advisers. These fees are set forth in the prospectuses of the mutual funds.

The Customer acknowledges that shares of the mutual funds (1) are not insured by the Federal Deposit Insurance Corporation; (2) are not deposits or other obligations of the Bank and are not guaranteed by the Bank; and (3) are subject to investment risks, including possible loss of the principal invested.

The sole duty of the Bank with respect to this Agreement and the agency relationship with the Customer is to execute purchases and redemption of shares in the mutual funds as the Customer has ordered pursuant to the terms of this Agreement. The Bank has not made and will not make any investigation of or recommendations with respect to, the nature of investment quality of the mutual funds or shares therein. Bank expressly disclaims any responsibility for the decision of the Customer to invest in the fund, which decision the Customer represents has been made and will be made without the participation or advice of the Bank. No officer or representative of the Bank is or shall be authorized to provide any information to the Customer about the funds other than by the delivery of a prospectus or other related material (which prospectus or other related material has been prepared by persons unrelated to the Bank and for which the prospectus or other related material neither the Bank nor any officer or representative of the bank is responsible). The Bank shall have no liability whatsoever to the Customer with respect to actions taken or omitted by any person in connection with this Agreement or the purchase or redemption of shares in the mutual funds, except for actions taken or omitted by the agent in bad faith.

The Customer may terminate this Agreement at any time by written notice to the Bank. Upon receiving notice, the Bank will close the Investment Account, redeem the Customer's shares of the mutual funds, and deliver the proceeds to the Customer.

The Bank may terminate this Agreement upon 30 days written notice to the Customer. After 30 days, or earlier if the Customer so requests, the Bank will close the Investment Account, redeem the Customer's shares of the mutual funds, and deliver the proceeds to the Customer.

Operation of the Investment Account

The Bank shall make available to the Customer a monthly statement itemizing all securities transactions in the Investment Account.

The Bank shall use reasonable promptness in executing the orders of the Customer to purchase and redeem shares in the mutual funds, but in no event shall the Bank have any duty to purchase or redeem shares in the

mutual funds earlier than on the next banking day after the date of the receipt of the Customer's order. The Bank shall also use reasonable promptness in crediting dividends paid by the mutual funds to the Investment Account, but in no event shall the Bank have any duty to credit the Investment Account with dividends prior to the close of business on the second banking day (not including the day of receipt) following the receipt by the Bank of the dividends.

Neither the value of the mutual fund shares purchased nor their rate of return is guaranteed, and the Customer agrees that the Bank shall not be responsible for any decline in the value of the investment or in the rate of return.

The interest of the Customer in the mutual funds or in this Agreement may not be transferred, participated, assigned or hypothecated and any such transfer, participation, assignment, or hypothecation shall be of no force or effect.

A. *Amendments* The terms and conditions of this Agreement including, without limitation, the fees to be charged by the Bank to the Customer, may be changed by the Bank by its mailing to the Customer notification of the new term, condition or fee at least 30 days prior to the date on which such new term, condition or fee is to become effective. The change shall take effect automatically on the latter of the 30th day following the mailing of the notice or the day (if any) specified in the notice.

B. *Tax Information* Bank will provide Customer with information for Customer's tax returns, which Customer assumes full responsibility for preparing and filing. Customer shall provide its appropriate tax identification number to Bank.

H. *Imaging Services.* We offer imaging services that captures images of checks, deposit slips, deposited items, debit and credit advices, payment coupons, envelopes, correspondence, and other items that can be imaged by our imaging equipment ("Imaging Services") Our Imaging Services provide you access to images stored on our systems or made available to you for storage and access by your systems.

These Images may be made available for access by; a cd-rom, a standard image format file, or by an internet-based tool provided by the Bank. Under the cd-rom access method, you will receive cd-rom on a periodic basis (to be mutually agreed upon during the setup process). Each cd-rom will contain images captured since the creation of the immediately prior CD-ROM. Under the standard image file method you will have access to download image files to your computers and view the images using your image viewing tool. Under the Internet access method, we will provide you with the internet hyperlink(s) and Access Credentials necessary to image files.

The Bank will establish Authorized Users with the requested privileges provided by you on the Service Form used to establish Imaging Services. You agree to take reasonable precautions to safeguard Access Credential provided to access the provided Imaging Services. You further agree that you shall comply with such other Security Procedures as we reasonably require in order to protect our systems and your use thereof. You agree to promptly notify us any breach or other issues regarding Security Procedures.

While we attempt to make images of all items processed available to you, circumstances may arise that negatively impact our ability to do so. If an image of an item is missing or illegible, we will make a reasonable effort to make it available or to provide to you a copy of the item at your request. Your request must identify the missing item with specificity. You may also request a replacement copy of a cd-rom, which we will provide, if the archive that contains the image is available at the time of your request. We may assess a fee, based on our currently published fee schedule, for any copies provided to you. Each image we capture will be maintained by us for a period of time mutually agreed upon during the setup process that will be measured from the date of capture. We shall have no duty to notify you at the time images are removed from our system. Each image we provide will be an accurate representation of the item it purports to represent but we will not verify the information contained in any image. We expressly disclaim any and all warranties with respect to an image and the transmission or delivery thereof. Neither the internet transmission of an image nor delivery of the cd-rom constitutes presentment of the item. We are not responsible for the cd-rom medium or any associated image or data files after they leave our premises. You will be granted a non-exclusive, non-transferable license to use

viewer software capable of searching for and viewing images, subject to the software license section of this Agreement.

Upon termination of this Agreement, you shall have a non-exclusive right, for a period of seven years, to use the cd-rom viewer software for the limited purpose of accessing images and associated data files previously delivered pursuant to this Agreement. Internet access to images after termination shall be granted at our sole discretion and you will be required to pay for associated Services at our then current rates. Notwithstanding any provision in the Limitation of Liabilities section of this Agreement, we will not be liable for damages arising under the Imaging Services in excess of the amount of the item giving rise to your damage claim, reduced by any amount which could have been avoided through your use of ordinary care.

- I. *Zero Balance Accounting.* The Customer wishes to create a receiving/ funding account for the purposes of automatically pooling the Customer funds from deposits and/or automatically funding disbursement presentments from a central account. The Customer hereby agrees that the Bank has the right of offset to this account, and any other account in the ZBA relationship, for the funding obligations on any Target Balance Account tied to it.

The Customer will acknowledge that the Bank has the right of return on debits presented to the Target Balance Accounts for payment if the master funding account does not have collected funds available at the time of presentment. This right exists even though the actual overdraft may occur in the Master Funding Account instead of in the Target Balance Account itself.

The Customer gives the Bank permission to automatically charge the Master Funding Account for all debts presented to the Target Balance Accounts tied to the Master Funding Account.

- J. *Payroll Card Program.* Employer agrees to cooperate with BancFirst in establishing appropriate practices and policies for enrollment of Cardholders in the Payroll Card Program and for authentication of such enrollment and of each Cardholder's identity. Employer will observe all practices and policies established by BancFirst and Employer as necessary for compliance with Applicable Law, the Operating Rules, and for the reasonable safety and soundness considerations of BancFirst.

1. *Provision of Payroll Card Material.* Employer agrees that prior to enrollment of, or participation by, any employee in the Payroll Card Program Employer will do the following (i) provide each employee with a copy of the Cardholder Terms and Conditions; and (ii) provide each employee the notice required under the USA Patriot Act.
2. *Enrollment Data.* In order to initiate the Payroll Card Services, Employer will submit Enrollment Data through the Payroll Card Program Administration Tool with the content specified by BancFirst. Employer represents and warrants that each Cardholder enrolled is employed by Employer, has enrolled for the Payroll Card Program, which enrollment or participation is in compliance with Applicable Law, and has authorized all transactions in connection therewith.
3. *Funding.* Employer will cause good and immediately available funds to be created in the form of an ACH (Automated Clearing House) file delivered to BancFirst by 9:00 a.m. CST one business day before the Disbursement/Effective Date. Employer will comply with the ACH section of this Agreement. In the event that the Employer discovers errors in an ACH File that has been submitted, it must submit a reversal file and a corrected file by 3:30 p.m. one (1) day preceding the Disbursement/Effective Date. If said corrected ACH File is received on or before such time, it will be processed in the same manner as the original ACH File. However, inasmuch as the original ACH File will have already been processed and released, BancFirst can not guarantee such corrections.
4. *Transaction Processing.* Cardholders will be provided with the capability to process transactions under the Payroll Card Program through POS (Point of Sale) and ATMs (Automated Teller Machines).
5. *Card Design.* BancFirst will produce and supply a standard Payroll Card to Employer for distribution to Cardholders.

6. *Loss Protection.* Following notification by Employer and/or Cardholder, as appropriate, BancFirst will cause any lost or stolen Card to be deactivated, and subject to the requirements of Applicable Law, credit the unused Card Balance remaining on the Card to a replacement Card and forward the replacement Card to the Cardholder.
7. *Marketing and Implementation Material.* Employer will use only the materials, procedures and information provided or approved by the BancFirst in marketing and implementing the Payroll Card Program.
8. *Ownership and Retention of Card Data.* BancFirst will at all times own all right, title and interest in and to all Card Data generated under the Payroll Card Program and will retain the Card Data for each Card and Card Number on the Payroll Card Database for a period of twenty-four (24) months following the earlier of the date that the Card expires (if applicable) or the date that the Card Balance reaches zero, or such longer time as may be required by Applicable Law or the Operating Rules. BancFirst may use information about employees who become Cardholders only in accordance with the Cardholder Terms and Conditions.
9. *Scope and Exclusivity.* BancFirst will provide or cause to be provided the Payroll Card Program to Employers in the United States and only in the jurisdictions determined by Employer to be appropriate for use of the Payroll Card Program. During the Term, Employer will not offer or endorse, or engage any third party to offer or endorse any other payroll card program or services in the United States.
10. *Program Enrollment.* Employer agrees to maintain, in good faith and in the ordinary course of its business, one (1) copy of all documents and/or records that are executed by each Cardholder evidencing the Cardholder's enrollment in the Payroll Card Program.
11. *Identity Verification.* Employer shall make and preserve either of the following: (i) at least one (a) copy of all Identity Verification Documents; **or** (ii) a description of the Identity Verification documents that were relied on by Employer, noting the type of document (e.g., driver's license, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date.
12. *Litigation and other documents.* BancFirst agrees to preserve and make available all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of at least five (5) year from the date of the expiration or termination of this Agreement. Notwithstanding the foregoing, matters involving litigation shall be kept for one (1) year following the termination of the litigation, including appeals.
13. *Legal Compliance.* Employer will provide to BancFirst all information and documents in its control or possession required by BancFirst to comply with Applicable Law governing the Payroll Card Services and Payroll Card Program.
14. *Audit.* Employer agrees that, upon prior notice from BancFirst, BancFirst and any regulatory authorities which have jurisdiction over BancFirst shall have the right to audit and inspect Employer's books and records related to the Payroll Card Program and Employer's performance of its obligations with respect thereto, including, without limitation, the following: (i) any of Employer's records pertaining to the enrollment and participation of Cardholders in the Payroll Card Program; and (ii) the Identity Verification Documents.
15. *Wind-Down of Program.* Upon termination of this Agreement for any reason, the parties agree to cooperate in good faith to wind down the Payroll Card Program or the Payroll Card Services in a commercially reasonable manner. Unless prohibited by Applicable Law, such cooperation will include the continued acceptance of Cards and authorized Payroll Card Check Products presented for payment, and the continuation of customer service to outstanding Cardholders, for a mutually agreed period of time after termination, not to exceed 180 days. During the wind-down period, BancFirst will use commercially reasonable efforts to disburse or cause to be disbursed by its agents or subcontractors, to Cardholders, amounts outstanding on their respective Card Balances. Subject to applicable Law and

except as otherwise provided herein, upon termination, each party will return to the other, or provide written certification of destruction of, all information furnished by the other party hereunder, and Employer will return all outstanding Cards to BancFirst or destroy them.

K. Remote Deposit Services. Bank will accommodate you by providing Remote Deposit Services (RDS) by acting as Converting Bank, Reconverting Bank and Paying Bank and process for ultimate delivery to other financial institutions electronic entries or substitute checks by means of its correspondent banks, participating image exchange networks and the Federal Reserve Bank (FRB) to the accounts at paying banks of checks presented for payment.

1. *Rules Governing Transactions.* Bank and you will transmit and process electronic entries initiated by you in accordance with the rules of Check 21 Act, FRB Regulation CC – 12 CFR 229, American National Standards X9 specification, Federal Reserve Bank, UCC Article 3, 4 and 4A and any other network association agreements as are currently in effect and as amended from time to time (the “Rules”). You agree to be bound by and held subject to the Rules as well as the provisions contained in the Agreement. In the event that the operating rules of a local or regional check clearing network, or the arrangements between Bank and the FRB or a correspondent bank are more restrictive than, or are at variance with, the Rules, you agree to be bound by such more restrictive or varying rules.
2. *Treatment as Collecting Bank.* No provision of the Check 21 Act shall be construed as affecting the treatment of a returning Bank as a collecting bank for purposes of section 4-202(b) of the uniform commercial code.
3. *Bank Selects Transaction Routing.* Bank will receive, verify and transmit the electronic checks from you by such means as Bank deems appropriate to convey your entries into and through the necessary image exchange networks and you agree that Bank, in its sole discretion, will select correspondent banks, image exchange networks and FRB necessary to electronically deliver your electronic checks and deposits.
4. *Establish Deadlines.* Bank reserves the right to change the deadlines for processing as required by correspondent banks, image exchange networks and FRB.
5. *Return Items.* Bank will process and return unpaid items as governed by the FRB regulation CC – 12 CFR 229 and will, as necessary, convert check images into substitute checks for processing.
6. *Collection of Checks.* Bank is providing an electronic service for the collection of checks and is not responsible for the available balance of any account for which a check is presented.
7. *Funds Availability.* The standard Bank’s funds availability policy applies to all items captured and transmitted through remote deposit.
8. *Detecting Errors.* Bank is not responsible for detecting any errors contained in any check or report created and transmitted to Bank by you.
9. *Bank’s Liability for Failure to Make a Transfer.* So long as you have properly and completely fulfilled your obligations and duties under the Agreement and the Rules, if Bank does not complete a transfer to or from your account on time or in the correct amount, which you have properly instructed Bank to do so, in accordance with the terms of the Agreement and the Rules, Bank will be liable to you for your resulting losses, subject, however to certain exceptions. Bank will not in any event be liable for:
 - a. If a legal order directs Bank to prohibit withdrawals from the account;
 - b. If you submit a transfer debit from a restricted account that does not allow online debits;
 - c. If your account is closed, or if it has been frozen;
 - d. If the transfer would cause your balance to exceed the exposure limit consisting of the maximum dollar amount of a daily deposit of collected, uncollected and substitute checks;

- e. If you or anyone authorized by you, commits any fraud or violates any law or regulation;
 - f. If any electronic device, telecommunication device, or any part of the RDS is not working properly and you knew about the problem when you started the transfer;
 - g. If you have not provided Bank with correct check capture information required to meet ANS X9 standards;
 - h. If you have not properly followed the instructions for using RDS; or
 - i. If circumstances beyond Bank's control (such as fire, flood, other acts of nature, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that Bank has taken.
10. *Company's Responsibility for Warranty.* You agree and warrant (regardless of whether the warrantee receives the substitute check or another paper or electronic form of the substitute check or original check, that no depository bank, drawee, drawer, or endorser will receive presentment or return of the substitute check, the original check, or a copy or other paper or electronic version of the substitute check or original check such that the Bank, drawee, drawer, or endorser will be asked to make a payment based on a check that the Bank, drawee, drawer, or endorser has already paid.
11. *Check 21 Act Warranty Policy and Procedures.* You agree that you will maintain policies, procedures and audit practices to ensure that the check images captured and transmitted to and through Bank into its correspondent banks, participating image exchange networks and the FRB meet all of the requirements as defined by Check 21 Act and you will maintain operating procedures to ensure that the original checks and substitute checks transmitted are stored and destroyed in a timely manner to prevent the presentment of a check at a bank, drawee, drawer or endorser that has been paid.
12. *Employee Training.* You agree to train employees with respect to RDS and equipment critical to the effectiveness of the system and agree to provide adequate training for primary and backup employees.
13. *Processing.* You agree to be responsible for the correctness of all information submitted to Bank. You will not initiate an electronic check entry with respect to any customer without first being in possession of a proper check or substitute check, which is made payable to you. You also agree to maintain image standards that meet ANS X9 standards and those images that do not meet these standards may be rejected and returned to you without any liability to the Bank. You will balance posted and unposted transactions transmitted from the previous business day and immediately notify Bank of any error discovered. Bank will make every effort to assist you in resolving transmission and posting errors, but all adjustments will be made in accordance with Bank's depository agreement with you and FRB's Regulation CC – 12 CFR 229. All credits presented to your account through RDS are provisional and Bank may charge the account as well as any other account of yours with us for the amount of a returned or rejected electronic debit entry.
14. *Contingency Plan.* You agree that in the event that communications, equipment or software outages prevent you from transmitting electronic transactions that you will transport checks and deposits to closest office of Bank and make deposits until such time that the outage can be identified and resolved.
15. *Record Retention.* You agree to maintain original, paper checks for a period of sixty (60) days in a secure container located in an area that restricts the possibility that these paper checks can accidentally be reprocessed and deposited at a future date. You also agree to maintain acceptable quality, permanent and electronically accessible records of all transactions in accordance with published state and federal requirements. These records shall be made available to Bank or to those regulatory agencies having jurisdiction over Bank or you upon request.
16. *Certified Equipment.* You agree to purchase and use equipment and software that is compatible with Bank's systems and equipment and approved by Bank.